

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA REGULAR BOARD MEETING Wednesday, October 16, 2024

**5:00 PM - Open Meeting
7:00 PM - Return to Regular Board Meeting**

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Assistant Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

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

A.2. Pledge of Allegiance to the Flag

Cheri Scriptor, Principal, Brekke School, will introduce Veda Lemme, 5th grade student in Mr. Lopez's class at Brekke, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Malakai McBride and in Spanish by America Arroyo. Both are 5th grade students in Ms. Rodriguez's class at Brekke School. The Brekke School Vision will be read by Sasha Valentina Solis, 4th grade student in Ms. Hawkins's class at Brekke School.

A.4. Presentation by Brekke School

Cheri Scriptor, Principal, Brekke School, will provide a short presentation to the Board regarding Brekke. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of

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Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

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

A.9. Report Out of Closed Session

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

A.10. Introduction of Newly Appointed Oxnard School District Administrator (DeGenna)

Introduction of newly appointed Oxnard School District administrator:

- Erin Gorospe, Accounting Manager/Internal Auditor

A.11. Report Outlining the Support System and Resources for the Biliteracy Program (Fox/Cordes)

The Director of Teaching and Learning and the Lead Biliteracy Instructional Specialist will present a report outlining the support systems and resources available to all teachers implementing the district's biliteracy program.

Section B: PUBLIC COMMENT/HEARINGS

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

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

The Board particularly invites comments from parents of students in the District. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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

B.2. Public Hearing - Appointment of Personnel Commissioner, Ernest Morrison (DeGenna/Torres/Fuentes)

It is the recommendation of the Superintendent, the Assistant Superintendent, Human

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Resources, and the Director, Classified Human Resources, that the Board of Trustees appoint their representative on the Personnel Commission for a three-year term beginning December 1, 2024. The intended appointee is Mr. Ernest Morrison.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

B.3. Public Hearing to Present Findings of Sufficient Instructional Materials for 2024-2025 and Request for Adoption of Resolution #24-06 (Fox/Thomas)

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of School Performance & Student Outcomes that the Board of Trustees hold a public hearing to present the findings on the Sufficiency of Instructional Materials for 2024-2025 and adopt Resolution #24-06, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

Section C: CONSENT AGENDA

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

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

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

C.1. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Danielle Jefferson (Director, Special Education), Allison Raigoza (Coordinator, Behavior), Kerry Roman (DHH Teacher),

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Tricia Gravel (SDC Teacher), Georgine Murillo (SDC Teacher), Courtney Morrison (DHH Teacher), Allison Shapiro (DHH Teacher), and Briseida Favela (SDC Teacher), to attend the Association of College Educators - Deaf & Hard of Hearing Conference, January 29-February 3, 2025 in Washington, DC, in the amount not to exceed \$2,100.00 per attendee, \$1,500.00 to be paid from OSSA Funds and the balance to be paid from Special Education Funds.

C.2. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Eric Beadle, Antonio Alvarez, Jessica Delgado, JuanCarlo Gutierrez, Joseph Flores, Robert Duenas, Brianna Gonzalez, and Josue Ordaz, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 18-22, 2025, in Seattle, WA, in the amount not to exceed \$1,500.00 per attendee, to be paid from OSSA Funds.

C.3. Enrollment Report (Mitchell)

District enrollment as of September 30, 2024 was 13,026. This is 394 less than the same time last year.

C.4. Purchase Order/Draft Payment Report #24-03 (Mitchell/Reyes)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #24-03, as submitted.

C.5. Approval of the 2024-25 Quarterly Report on Williams Uniform Complaints, First Quarter (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2024-25 Quarterly Report on Williams Uniform Complaints, first quarter, as presented.

C.6. Establishment of Position (Torres/Fuentes)

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

C.7. Personnel Actions (Torres/Fuentes)

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

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.8. Approval of Amendment No. 001 to Agreement No. 17-49 with Arcadis International Ltd. (formerly known as IBI Group) to Provide Architectural Engineering Services for Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Amendment No. 001 to Agreement No. 17-49 with Arcadis International Ltd. (formerly known as IBI Group), for additional costs incurred in administering architectural and design services for the Rose Avenue School Elementary School Reconstruction Project, including services

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related to gaining City approval of the off-site improvements and utility connections, in the amount of \$264,892.00, to be paid out of Master Construct and Implementation Funds.

C.9. Approval of Change Order #006 for Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Change Order #006 for Agreement #17-158 with Balfour Beatty Construction LLC, to provide City of Oxnard-requested underground utility installation measurements for permits to connect utilities to the new Rose Avenue School Elementary School Site, in the amount of \$72,758.00, to be paid out of Master Construct and Implementation Funds.

C.10. Approval of Credit Change Order #003 for Agreement #22-238 with Viola Constructors for the Drifill Elementary School New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Credit Change Order #003 from Viola Constructors for the Drifill Elementary School New Transitional Kindergarten Project, to return to the Master Construct and Implementation Fund the amount of \$188,150.00, which had been inadvertently billed under the Construction Services Agreement.

C.11. Approval of Agreement #24-129 – Art Trek, Inc. (Fox/Anguiano)

It is the recommendation of the Principal, Chavez School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-129 with Art Trek, Inc., to provide art lessons to students at Chavez School, October 17, 2024 through June 30, 2025, in the amount not to Exceed \$31,112.50, to be paid out of Title 1 Funds.

C.12. Approval of Agreement #24-130 – Mindset Academy by SWEAT III (Fox/Fernandez)

It is the recommendation of the Principal, Elm School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-130 with Mindset Academy by SWEAT III, to provide enrichment programs and workshops designed to equip Elm students with tools and strategies for personal and academic development, October 17, 2024 through June 30, 2025, in the amount not to exceed \$19,450.00, to be paid out of Title III (\$9,450.00) and LCFF (\$10,000.00) Funds.

C.13. Approval of Agreement #24-131 – San Diego County Superintendent of Schools (Fox/Cordes)

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-131 with San Diego County Superintendent of Schools, to provide Professional Development for 7th and 8th grade world language middle school teachers during the 2024-2025 school year, October 17, 2024 through June 30, 2025, in the amount not to exceed \$24,500.00, to be paid out of Title III Funds.

C.14. Approval of Agreement #24-132 – Alliant International University Inc. (Torres/Carroll)

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-132 with Alliant International University Inc., to allow students from Alliant International University Inc.

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to obtain suitable clinical experience through supervised teaching to students enrolled in psychology, school counseling, or teaching programs, October 17, 2024 through June 30, 2027, at no cost to Oxnard School District.

C.15. Approval of Agreement #24-133, Pavement Engineering Inc. (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #24-133 with Pavement Engineering Inc., to provide engineering design and support, inspection, and contract administration services for pavement projects at Curren, Soria, Lemonwood, Marina West, McAuliffe, and San Miguel Schools, as well as at the Operations Center, October 17, 2024 through August 25, 2025, in the amount of \$140,400.00, to be paid out of the Deferred Maintenance Fund.

C.16. Approval of Agreement #24-134 – Caldwell Flores Winters Inc. (Mitchell)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #24-134 with Caldwell Flores Winters Inc., to provide consulting services to the Oxnard School District to assist in procuring State Aid funds for improvements to district facilities, December 1, 2024 through November 30, 2029, at a fee of 2 percent per application of the principal amount of any and all grants received.

C.17. Approval of Agreement #24-135 with Tetra Tech to Provide CEQA Compliance Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in consultation with CFW, that the Board of Trustees approve Agreement #24-135 with Tetra Tech, to provide CEQA Compliance Services for the Dr. Lopez Academy Reconstruction Project, October 17, 2024 through June 30, 2025, in the amount not to Exceed \$4,000.00, to be paid out of Enhanced Master Construct Program Funds.

C.18. Approval of Agreement #24-136 with MNS Engineers, Inc. to Provide Surveying Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Agreement #24-136 with MNS Engineers, Inc., to provide Surveying Services for the Dr. Lopez Academy Reconstruction Project, October 17, 2024 through June 30, 2025, in the amount of \$104,555.00, to be paid out of Enhanced Master Construct Program Funds.

C.19. Approval of Agreement #24-137 with Universal Engineering Services to Provide Geotechnical Engineering Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Agreement #24-137 with Universal Engineering Services, to provide Geotechnical Engineering Services for the Dr. Lopez Academy Reconstruction Project, October 17, 2024 through June 30, 2025, in the amount of \$27,900.00, to be paid out of Enhanced Master Construct Program Funds.

C.20. Approval of Agreement #24-138 with Universal Engineering Services to Provide DTSC Compliance Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Agreement

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#24-138 with Universal Engineering Services, to provide DTSC Compliance Services for the Dr. Lopez Academy Reconstruction Project, October 17, 2024 through June 30, 2025, in the amount of \$2,400.00 - to be paid out of Enhanced Master Construct Program funds.

C.21. Approval of Agreement #24-139 with Kenco Construction Services, Inc. to Provide Inspector of Record (IOR) Services for the McAuliffe Elementary School Modernization Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Agreement #24-139 with Kenco Construction Services, Inc., to provide Inspector of Record (IOR) Services for the McAuliffe Elementary School Modernization Project, December 15, 2024 through August 31, 2026, in the amount of \$150,000.00, to be paid out of Enhanced Master Construct Program Funds.

C.22. Approval of Agreement #24-140 with Kenco Construction Services, Inc. to Provide Inspector of Record (IOR) Services for the Ritche Elementary School Modernization Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Agreement #24-140 with Kenco Construction Services, Inc., to provide Inspector of Record (IOR) Services for the Ritche Elementary School Modernization Project, December 15, 2024 through August 31, 2026, in the amount of \$150,000.00, to be paid out of Enhanced Master Construct Program Funds.

C.23. Selection of Architect of Record to Provide Architectural Engineering Services for the Lemonwood School Changing Room Project and Approval of Agreement #24-141 for Architectural Services with SVA Architects, Inc. for the Proposed Project Design (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees appoint SVA Architects, Inc. as Architect of Record for the Lemonwood School Changing Room project and approve Agreement #24-141 for Architectural Services with SVA Architects, Inc. for the proposed project design, in the amount of \$138,450.00, to be paid out of Enhanced Master Construct Program Funds.

C.24. Selection of Architect of Record to Provide Architectural Engineering Services for the Marshall School Changing Room Project and Approval of Agreement #24-142 for Architectural Services with SVA Architects, Inc. for the Proposed Project Design (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees appoint SVA Architects, Inc. as Architect of Record for the Marshall School Changing Room project and approve Agreement #24-142 for Architectural Services with SVA Architects, Inc. for the proposed project design, in the amount of \$128,800.00, to be paid out of Enhanced Master Construct Program Funds.

C.25. Approval of Construction Services Agreement #24-143 with Viola Constructors for the Modernization Project at McAuliffe Elementary School (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees

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approve Agreement #24-143 with Viola Constructors, to provide the Pre-Construction Services portion of the Construction Services Agreement for the McAuliffe Elementary School Modernization Project, October 17, 2024 through December 31, 2024, in the amount of \$17,310.00, to be paid out of Master Construct and Implementation Funds.

C.26. Approval of Agreement #24-144, Franklin Covey Education (Fox)

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #24-144 with Franklin Covey Education, to provide Leading at the Speed of Trust training for Educational Services Staff on November 1, 2024, in the amount not to exceed \$12,836.11, to be paid out of Supplemental Concentration Funds.

Section D: ACTION ITEMS

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

D.1. Approval of Speech Language Pathologist Permit Waiver for Liza Faught to serve as a Speech Therapist at Lemonwood School for the 2024-2025 School Year (Carroll)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve a Speech Language Pathologist Permit Waiver for Liza Faught to serve as a Speech Therapist at Lemonwood School for the 2024-2025 school year, until the employee completes a program.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

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

- August 7, 2024 Regular Meeting
- August 17, 2024 Special Meeting
- August 21, 2024 Regular Meeting
- September 4, 2024 Regular Meeting
- September 18, 2024 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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Section G: CONCLUSION

G.1. Superintendent’s Report (3 minutes)

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

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

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, October 11, 2024.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 16, 2024

Agenda Section: Section A: Preliminary

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 16, 2024

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

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

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 16, 2024

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 16, 2024

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 16, 2024

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrator (DeGenna)

Introduction of newly appointed Oxnard School District administrator:

- Erin Gorospe, Accounting Manager/Internal Auditor

FISCAL IMPACT:

Information only.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 16, 2024

Agenda Section: Section A: Report

Report Outlining the Support System and Resources for the Biliteracy Program (Fox/Cordes)

The Director of Teaching and Learning and the Lead Biliteracy Instructional Specialist will present a report outlining the support systems and resources available to all teachers implementing the district's biliteracy program. The session will cover general supports and resources, as well as the district's targeted approach to meet individual teacher needs.

FISCAL IMPACT:

None

RECOMMENDATION:

Informational

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 16, 2024

Agenda Section: Section B: Hearing

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 16, 2024

Agenda Section: Section B: Hearing

Public Hearing - Appointment of Personnel Commissioner (DeGenna/Torres/Fuentes)

The intended Board appointee to the Personnel Commission is Mr. Ernest Morrison. The term of office for this position is for the period December 1, 2024 to December 1, 2027. Pursuant to Education Code 45246, the Board of Trustees must hold a public hearing in order to allow the public an opportunity to comment on the qualifications of the intended appointee. Following the public hearing, the Board of Trustees may make its appointment or may make a substitute appointment or recommendation without further notification or public hearing.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent, the Assistant Superintendent, Human Resources, and the Director, Classified Human Resources, that the Board of Trustees appoint their representative on the Personnel Commission for a three-year term beginning December 1, 2024.

ADDITIONAL MATERIALS:

- Attached:** [Public Hearing Notice Board Appointee to PC \(1 page\)](#)
- [Memo - Board Appointee to the Personnel Commission \(1 page\)](#)
- [PC Rules 20.100 Appointment \(2 pages\)](#)



OXNARD SCHOOL DISTRICT

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

PUBLIC NOTICE

Oxnard School District Appointment of Personnel Commissioner

PLEASE TAKE NOTICE the Oxnard School District intends to conduct a public hearing at a regular meeting of the Board of Trustees on October 16, 2024 at 7:00 pm, or as soon thereafter as this matter may be heard, in the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030. The purpose of the Public Hearing will be to receive comments on the intended appointment of Ernest Morrison as the district's representative to the Personnel Commission pursuant to Education Code 45246.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees will consider Ernest Morrison's appointment to the Personnel Commission.

Information concerning this matter is available from the Director of Classified Human Resources at (805) 385-1501, ext. 2072.



OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org

To: Dr. Anabolena DeGenna

From: Adalberto Fuentes, Director of Classified Human Resources *AF*

Date: June 27, 2024

RE: Board Appointee to the Personnel Commission

This is to serve as notice that the term of office for the Board of Trustees' appointee to the Personnel Commission will come to an end at noon on December 1, 2024. The Board's current appointee is Mr. Ernest Morrison.

Below you will find an outline of the process for re-appointing the current incumbent or appointing a new Commissioner.

Personnel Commission Appointment Process - District Representative

Education Code Section 45246(b)(1) requires public notice from the Board of Trustees of the intended appointee to the Personnel Commission no later than September 30th.

Education Code Section 45246(d) then requires a public hearing of the Board to be held after 30 days and within 45 days of the date of the public notice of the intended appointee in order to provide the public an opportunity to comment on the qualifications of the appointee. Subsequent to that subdivision (d) states, "The board at the time may make its appointment or may make a substitute appointment or recommendation without further notification or public hearing."

Education Code Section 45244 sets forth the qualifications for membership on the Personnel Commission.

1. Registered voter and resident within the jurisdiction of the district; and
2. Be a known adherent to the principle of the merit system.

The term of each Commissioner is for 3 years and expires at noon on December 1st.

cc: Denis O'Leary, Chair, Personnel Commissioner

Ernest Morrison, Personnel Commissioner

Paul Robinson, Personnel Commissioner

Dr. Natalia Torres, Assistant Superintendent of Human Resources

PERSONNEL COMMISSION RULES & REGULATIONS

20.100 PCRR

CHAPTER 20

THE PERSONNEL COMMISSION

20.100 Organization of Commission20.100.1 **Appointment of Members to Personnel Commission**

A. One member of the Commission shall be appointed by the governing board of the district; one member, nominated by the classified employees of the district. Those two members shall in turn appoint the third member.

1. Commission appointee--Not later than September 30, the appointee of the governing board and the appointee of the classified employees shall publicly announce the name of the person they intend to appoint, if the vacancy is their appointment. The appointee of the governing Board and the appointee of the classified employees shall consider the recommendations of the governing board, the classified employees, or other concerned citizens.

At a Personnel Commission meeting to be held not later than 45 days of the dates specified in paragraph A.1., the Personnel Commission in open hearing shall provide the governing Board, the public and the employees and employee organizations the opportunity to express their views on the qualifications of the person whose name has been announced as the intended appointee. The Commission may, at this meeting, withdraw the name of its proposed nominee and substitute the name of a new candidate, and act upon the appointment of the new nominee, or it may appoint its original nominee without the necessity of holding another public hearing.

If the two members do not agree upon and announce a name of an intended appointee by September 30, the Executive Officer of the State Personnel Board shall make the appointment. (*Education Code 45245/45246*).

2. Board appointee--The governing Board shall, not later than September 30, publicly announce the name of the person it intends to appoint or reappoint, if the vacancy is its appointee. At a Board meeting to be held within 30 days of the date specified above, the governing Board in open hearing shall provide the public and employees and employee organizations the opportunity to express their views on the qualifications of the person recommended for appointment. The Board at that time may make its appointments or may make a substitute appointment or recommendation without further notification or public hearing. (*Education Code 45245*)
3. Classified employees appointee--At a public hearing to be held not later than 30 days of the dates specified, the governing Board shall announce the name of the classified employees' recommendation and shall, following discussion of the candidate's qualifications, appoint the nominee, unless such nomination is voluntarily withdrawn by the classified employees representative. If the classified employees fail to submit a nominee, the Board may make an emergency appointment.

20.100.2 Terms

By law, the term of each commissioner is for three years and expires at noon, December 1. The term of one commissioner expires each year.

20.100.3 Compensation of Members of Personnel Commission

Under the provisions of *Education Code* Section 45250, the Board of Trustees of the Oxnard School District has authorized payment to members of the Commission in the amount of fifty (\$50.00) dollars per meeting attended, not to exceed two hundred-fifty (\$250.00) dollars per month.

The above-noted action was taken by the Board of Trustees on July 9, 1986, and reaffirmed on January 23, 1991.

20.100.4 Officers

It will be the policy of this commission to elect as chair the member serving the last year of his/her term. The outgoing chair shall then be elected to serve as vice-chair.

20.100.5 Quorum and Majority

Two members shall constitute a quorum for any regular or special meeting of the Commission. The affirmative vote of two members shall be necessary to any action.

OXNARD SCHOOL DISTRICT**Personnel Commission Rules and Regulations**

Adopted: October 23, 1968

20.100.1 Revised: March, 1976; November 6, 1980; September 5, 1991; December 17, 1998

20.100.3 Revised: May 19, 1980; March 25, 1981; July 9, 1986

20.100.4 Revised: January 13, 2005

[Back to Index](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 16, 2024

Agenda Section: Section B: Hearing

Public Hearing to Present Findings of Sufficient Instructional Materials for 2024-2025 and Request for Adoption of Resolution #24-06 (Fox/Thomas)

A public hearing will be held to present the findings of sufficient instructional materials for 2024-2025. The requirements of Education code 60119 state that a public hearing must be held on, or before the 8th week of school, and which do not take place during or immediately following school hours.

FISCAL IMPACT:

A resolution of the sufficiency on instructional materials releases of the remainder of the textbook funds not yet spent.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services, and Director of School Performance & Student Outcomes that the Board of Trustees hold a public hearing to present the findings on the Sufficiency of Instructional Materials for 2024-2025 and adopt Resolution #24-06 as outlined.

ADDITIONAL MATERIALS:

Attached: [Resolution 24-06.pdf](#)
[Notice of Public Hearing-English](#)
[Notice of Public Hearing-Spanish](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/487-3918 • Fax 805/487-9648

Resolution #24-06 on Sufficiency of Textbooks or Instructional Materials

Whereas, the Governing Board of the Oxnard School District/Ventura County Office Education, in order to comply with the requirements of Education Code 60119, held a public hearing on October 16, 2024, at 7:00 O'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Finding of Sufficient Instructional Materials:

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Oxnard School District Ventura County Office of Education and;

Whereas the definition of "sufficient textbooks or instructional materials" means that each student, including English learners, has a textbook or instructional material, or both, to use in class and to take home, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

Mathematics:

K-5th McGraw-Hill, My Math, adopted 2015

6th, 7th and 8th Pearson Education, Connected Mathematics 3, adopted 2015

Science:

K-5th Imagine Learning, Twig Science, adopted 2021

6th, 7th and 8th McGraw Hill, Inspire, adopted 2020

History-Social Science:

K-5th Teacher Curriculum Institute, Social Studies Alive!, adopted 2023
6th, 7th and 8th Cengage, National Geographic Learning, adopted 2018

Reading/Language Arts:

K-5th McGraw-Hill, Wonders/Maravillas, adopted 2016
6th, 7th and 8th McGraw-Hill, Study Sync, adopted 2017

ELD:

K-5th McGraw Hill, Wonders, adopted 2016
6th, 7th and 8th Houghton Mifflin-Harcourt, English 3D, adopted 2015

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Therefore, it is resolved that for the 2024-2025 school year, the Oxnard School District/Ventura County Office of Education has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS _____ day of _____, _____ at a meeting, by the following vote:

AYES _____ NOES _____ ABSENT: _____

Attest:

President

Secretary



OXNARD SCHOOL DISTRICT

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

PUBLIC HEARING NOTICE

Oxnard School District Sufficiency of Instructional Materials (2024-2025)

PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing at a regular meeting of the Board of Trustees on October 16, 2024, at 7:00 p.m. in the Oxnard School District Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030. The purpose of the public hearing will be to receive comments to determine if Oxnard School District has sufficient standards-aligned textbooks and instructional materials.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees of the Oxnard School District will consider the adoption of the resolution presented stating that each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

Mission: IGNITE · TRANSFORM · NURTURE · EMBRACE

*Posting Location(s): DO & All School
Posting Date(s): October 3, 2024*



DISTRITO ESCOLAR DE OXNARD

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

AVISO DE AUDIENCIA PÚBLICA

Distrito Escolar De Oxnard Suficiencia de Materiales Didácticos (2024-2025)

TÉNGASE POR NOTIFICADO que el Distrito Escolar de Oxnard tiene la intención de conducir una audiencia pública en la reunión ordinaria del Consejo Directivo Escolar, el día 16 de octubre del 2024 a las 7:00 p.m. en la Sala de Reuniones de la Oficina del Distrito Escolar, ubicada en 1051 South A Street, Oxnard, CA 93030. El propósito de la Audiencia Pública será recibir comentarios para determinar si el Distrito de Oxnard cuenta con los suficientes libros de texto y materiales de enseñanza que exigen las normas académicas.

SÍRVASE ADEMÁS TOMAR EN CUENTA que después de la Audiencia Pública, el Consejo Directivo del Distrito Escolar de Oxnard considerará la adopción de la resolución presentada que determina que cada alumno en el distrito cuenta con los suficientes libros de texto o materiales de enseñanza en materias específicas, que coordinan con las normas académicas estatales y son consistentes con el contenido y los ciclos de la estructura del currículo adoptado por la Mesa Directiva de Educación del Estado.

Misión: ENCENDER · TRANSFORMAR · FOMENTAR · ADOPTAR

*Ubicación(es) de Publicación: Distrito & Escuelas
Fecha(s) de Publicación: 3 de octubre de 2024*

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 16, 2024

Agenda Section: Section C: Consent Agenda

Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)

The Board's approval is requested for Danielle Jefferson (Director, Special Education), Allison Raigoza (Coordinator, Behavior), Kerry Roman (DHH Teacher), Tricia Gravel (SDC Teacher), Georgine Murillo (SDC Teacher), Courtney Morrison (DHH Teacher), Allison Shapiro (DHH Teacher), and Briseida Favela (SDC Teacher), to attend the Association of College Educators - Deaf & Hard of Hearing Conference, January 29-February 3, 2025 in Washington, DC.

FISCAL IMPACT:

Not to exceed \$2,100.00 per attendee for registration, travel, meals and lodging; \$1,500.00 to be paid from OSSA Funds and the balance to be paid from Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Danielle Jefferson (Director, Special Education), Allison Raigoza (Coordinator, Behavior), Kerry Roman (DHH Teacher), Tricia Gravel (SDC Teacher), Georgine Murillo (SDC Teacher), Courtney Morrison (DHH Teacher), Allison Shapiro (VH Teacher), and Briseida Favela (SDC Teacher), to attend the Association of College Educators - Deaf & Hard of Hearing Conference, January 29-February 3, 2025 in Washington, DC., as outlined above.

ADDITIONAL MATERIALS:

Attached: [Conference Info \(3 pages\)](#)

ABOUT US



ACE-DHH is an organization of university professors who prepare teachers for students who are deaf and hard of hearing.



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ACCEPT

ACE-DHH is a unified body of colleagues who prepare future professionals in the Deaf and Hard of Hearing (D/HH) education field and endeavor to improve the academic outcomes and educational experiences of D/HH students worldwide.



Mission Statement

ACE-DHH strives to provide a space for education professionals: to disseminate research; to engage in collaborative dialogues and networking opportunities; and to share resources and current ideas related to the education of Deaf and Hard of Hearing individuals.

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ACCEPT



ACE-DHH Conference

Theme: Fostering Non-oppressive Learning Environments

January 29-February 2, 2025

Washington, DC

The Morrow Washington DC, Curio Collection by Hilton

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ACCEPT

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 16, 2024

Agenda Section: Section C: Consent Agenda

Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Eric Beadle, Antonio Alvarez, Jessica Delgado, JuanCarlo Gutierrez, Joseph Flores, Robert Duenas, Brianna Gonzalez, and Josue Ordaz, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 18-22, 2025, in Seattle, WA, in the amount not to exceed \$1,500.00 per attendee, to be paid from OSSA Funds.

FISCAL IMPACT:

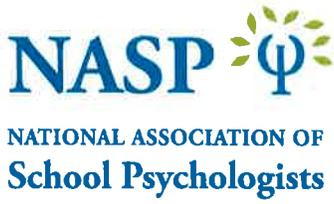
Not to exceed \$1,500.00 for registration, travel, meals and lodging, to be paid from OSSA Funds.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Director, Special Education, that the Board of Trustees approve out of state conference attendance for Eric Beadle, Antonio Alvarez, Jessica Delgado, JuanCarlo Gutierrez, Joseph Flores, Robert Duenas, Brianna Gonzalez, and Josue Ordaz, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 18-22, 2025, in Seattle, WA, as outlined above.

ADDITIONAL MATERIALS:

Attached: [Conference Info \(3 pages\)](#)



NASP Annual Convention



18-22

Important Dates

o

Space Request Submission System Opens

Jul 3, 2024

Space Request Submission System Closes

Sep 4, 2024

Notification of Accepted Presentations

Sep 11, 2024

Registration Opens (10:00 a.m. ET)

Oct 1, 2024

Early Registration Deadline

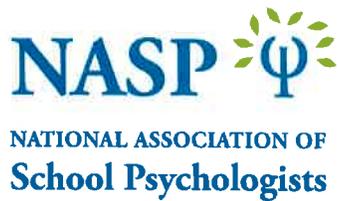
Nov 20, 2024

Mark Your Calendar for Seattle



Connect with over 5,000 peers and expand your expertise with over 1,200 professional development sessions. The convention will take place from February 18–21, 2025, and be held at the Seattle Convention Center Summit. NASP has secured **discounted rates at two hotels**. Make your reservation by January 22, 2025, to guarantee discounted rates.

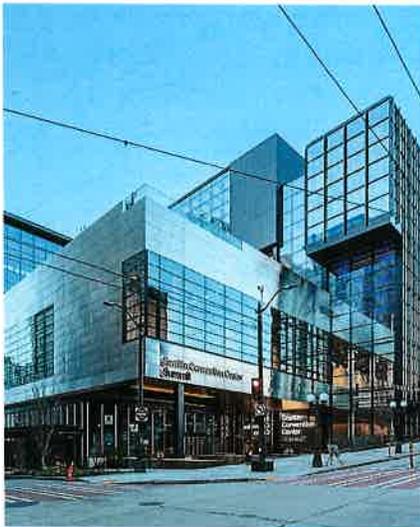
Registration will open Tuesday, October 1. Not a NASP member? **Join or renew ahead of time to register for the in-person convention at a discounted price**. Only through November 20, the combined cost of membership and the discounted registration rate will be **LESS THAN** the nonmember registration fee!



Registration Fees and Deadlines

Registration opens Tuesday, October 1. Scroll to the bottom for the convention registration rates and deadlines.

Choose Your Convention Experience



In-Person

- **1,200+ Educational Sessions**
 - Featured Sessions
 - Interest Group Networking Sessions
 - Meetings
 - Mini-Skills Presentations
 - Paper Presentations
 - Poster Presentations
 - Practitioner Conversations
 - Special Events
 - Special Sessions
 - Symposium Presentations
- General Session and Keynote
- Exhibit Hall Access
- Convention Consultations

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of September 30, 2024 was 13,026. This is 394 less than the same time last year.

FISCAL IMPACT:

N/A

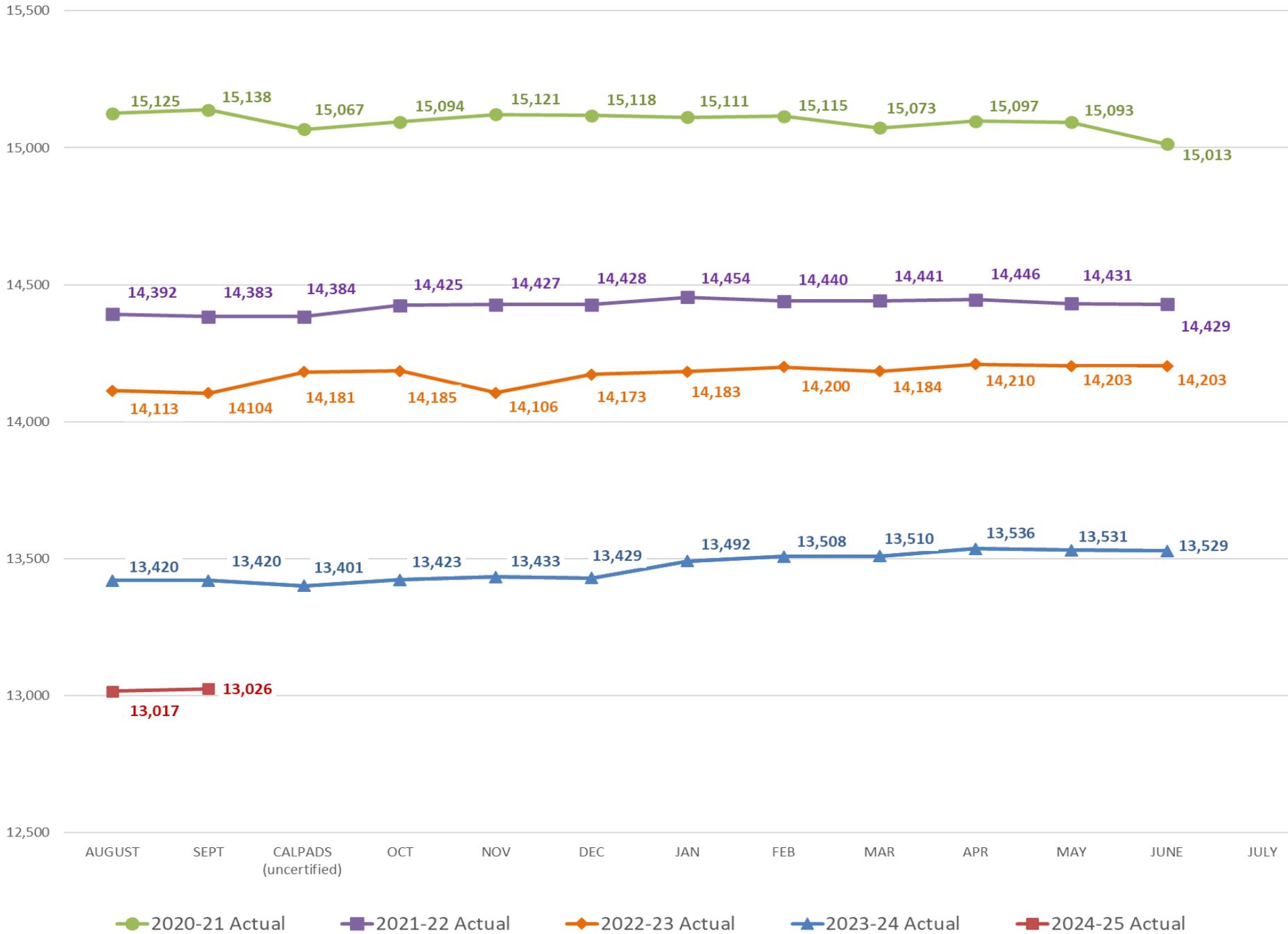
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph-OSD Enrollment History 2020-21 through 2024-25 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2020-21 through 2024-25 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #24-03 (Mitchell/Reyes)

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

1. A listing of Purchase orders issued 9/03/2024 through 10/01/2024 for the 2024-2025 school year, for \$6,154,456.54.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #24-03 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #24-03 \(21 Pages\)](#)

Includes Purchase Orders dated 09/03/2024 - 10/01/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP25-00005	Calif Dept Of Educ	640	LCAP_2.32_	130-9320	1,831.05
NP25-00006	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	LCAP_2.32_	130-9320	3,995.27
NP25-00007	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	LCAP_2.32_Supplies	130-9320	4,348.15
NP25-00008	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	LCAP_2.32_MATL/SUP	130-9320	1,130.96
NP25-00009	Sysco Food Services Of Ventura	640	LCAP_2.32_SUP	130-9320	1,691.41
NP25-00010	Gold Star Foods	640	LCAP_2.31_SUP/MKV	130-9320	1,669.80
NP25-00011	Gold Star Foods	640	LCAP_2.31_SUP/MKV	130-9320	10,730.14
NP25-00012	Sysco Food Services Of Ventura	640	LCAP_2.31_SUP/MKV	130-9320	2,179.54
NP25-00013	Calif Dept Of Educ	640	LCAP_2.32_SUP	130-9320	577.20
NP25-00014	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	LCAP_2.32_MATL/SUP	130-9320	1,130.95
NP25-00015	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	LCAP_2.32_MATL/SUP	130-9320	2,618.07
NP25-00016	Gold Star Foods	640	LCAP_2.32_SUP	130-9320	2,918.00
NP25-00017	Gold Star Foods	640	LCAP_2.31_SUP/MKV	130-9320	1,669.80
NP25-00018	Gold Star Foods	640	LCAP_2.31_SUP/MKV	130-9320	1,824.26
NP25-00019	Gold Star Foods	640	LCAP_2.31_SUP/MKV	130-9320	4,038.30
NP25-00020	Gold Star Foods	640	LCAP_2.32_SUP	130-9320	1,299.20
NP25-00021	Rip Van, Inc.	640	LCAP_2.32_SUP	130-9320	3,148.80
NP25-00022	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	LCAP_2.32_MATL/SUP	130-9320	6,138.39
NP25-00023	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	LCAP_2.32_MATL/SUP	130-9320	4,375.79
P25-00520	COSTCO WHOLESALE CORPORATION	600	MATLS- Open PO	010-4300	500.00
P25-00853	Santa Clara Co Office of Ed	200	LCAP_1.19 TRAV/CONF (CSUCI Teacher Lab-SC)	010-5200	398.00
P25-01502	CANON SOLUTIONS AMERICA INC	655	Materials and Supplies	010-4300	1,044.82
P25-01503	General Binding Corp.	055	LCAP_3.38 MAINT AGRMTS	010-5631	506.00
P25-01504	Art Trek	050	LCAP_3.38_SERV/TIII	010-5800	10,094.00
P25-01505	CABE	360	LCAP_4.01_SERV_TIII	010-5800	11,500.00
P25-01506	CABE	360	LCAP_4.01_SERV (T3)	010-5800	25,500.00
P25-01507	SmartPass Inc.	041	LCAP_3.38 (Online subscription)	010-5818	3,790.00
P25-01508	CDW G	385	LCAP_2.05 EQUIP	010-4418	1,291.17
P25-01509	GENESIS FLOOR COVERING INC	630	Def Maint / Professional Service / Chavez	140-5800	437,295.35
P25-01510	LITERACY RESOURCES	066	LCAP_3.38_ MATL-SUPL-Instructional	010-4300	107.23
P25-01511	ESGI, LLC	054	LCAP_3.38- subs/licenses	010-5818	732.00
P25-01512	Securly, Inc.	046	LCAP_3.38 LICENSE/INSTRUCTION (INST)	010-5818	2,812.75
P25-01513	Securly, Inc.	032	LCAP_3.38 / SERV	010-5818	2,637.30

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

Includes Purchase Orders dated 09/03/2024 - 10/01/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-01514	GENERATION GENIUS, INC	041	LCAP_3.38 (Mat-Sup) Online Subscpt- C. Pantoja	010-5818	299.00
P25-01515	BMI Systems Group	004	LCAP_5.39_ ITS MAT/SUP-ChrBk Asset Tags	010-4300	445.00
P25-01516	Cengage Learning, Inc	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4100	5,321.53
P25-01517	Woodburn Press	066	LCAP_3.38_ MATL-SUPL-Instructional	010-4300	734.58
P25-01518	TOM HENSON HENSON MUSIC CENTER	032	LCAP_3.38-MATL / INST	010-4300	530.89
P25-01519	CDW G	004	LCAP_5.39_ITS COMP SUP/ Singlewire	010-4318	2,879.51
P25-01520	ZAPOPAN BUSINESS GROUP LLC WOR LD WIDE IMAGING SUPPLIES	640	LCAP_2.32_MATL/SUP	130-4300	1,289.81
P25-01521	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	345	LCAP_1.20 STWR APPS	010-5818	594.00
P25-01522	MCGRAW HILL EDUCATION, INC	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4100	7,690.50
P25-01523	CDW G	042	LCAP_3.38 MAT/SUPL	010-4300	378.01
P25-01524	Houghton Mifflin Harcourt	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	112.74
P25-01525	Lego Education	315	LCAP_1.06 SERV	010-9510	109,265.00
P25-01526	BARNES AND NOBLE BOOKSELLERS, INC.	036	LCAP_3.38 Matls & Supl Instructional	010-4200	691.49
P25-01527	COSTCO WHOLESALE CORPORATION	044	LCAP_3.38_MATL/SUPP	010-4300	1,500.00
P25-01528	FAGEN FRIEDMAN & FULFROST LLP	380	LCAP_2.05 TRVL/CONF	010-5200	2,785.88
P25-01529	Home Depot Inc	055	LCAP_3.38_ CART FOR EMERGRENCY CARDS	010-4300	113.88
P25-01530	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SVC/ LEGAL AD- (RIT/MCA LLB MOD PROJ) IOR SVCS	215-6250	506.26
P25-01531	CANON FINANCIAL SERVICES INC	315	LEASE (2X COPIERS - ELOP)	010-5631	9,102.12
P25-01532	Amazon Com	003	stores supplies	010-9320	2,112.19
P25-01533	Daktronics, Inc	630	Professional Services / Lopez	010-5800	2,762.45
P25-01534	International Sanitary Supply Association, Inc.	630	Membership / Dana Miller	010-5300	1,300.00
P25-01535	Hillyard Inc	630	Custodial Equipment	010-4400	39,767.00
P25-01536	TRI-SIGNAL INTEGRATION, INC.	630	Professional Service / Various Sites	010-5800	2,000.00
P25-01537	CAPP LLC	630	HVAC Materials and Supplies	010-4323	5,000.00
P25-01538	Amazon Com	032	LCAP 3.38-MATL-SUPL-BKS OTHER THAN TXTBKs	010-4200	327.73
P25-01539	Amazon Com	066	LCAP_3.38_ - MATL/SUP Instructional (C. Strasswyk)	010-4300	151.64
P25-01540	Amazon Com	036	LCAP_3.38 Matls & Supp Instruct	010-4318	148.73
P25-01541	Amazon Com	036	LCAP_3.38 Matls & Sup Instruc	010-4300	1,176.49
P25-01542	Amazon Com	055	LCAP_3.38_ CLASSROOMS SUPPLIES	010-4300	1,522.27

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Includes Purchase Orders dated 09/03/2024 - 10/01/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-01543	Amazon Com	055	LCAP_3.38_ KINDER SUPPLIES	010-4300	45.42
P25-01544	Amazon Com	055	LCAP_3.38_ CHAMP STORE ITEMS	010-4300	498.34
P25-01545	Amazon Com	055	LCAP_3.38_ CHAMP STORE ITEMS	010-4300	304.99
P25-01546	Amazon Com	055	LCAP_3.38_ CHAMPS STORE ITEMS	010-4300	322.26
P25-01547	Amazon Com	055	LCAP_3.38_ CHAMP STORE ITEMS	010-4300	212.12
P25-01548	Amazon Com	055	LCAP_3.38_ OFFICE SUPPLEIS	010-4300	277.78
P25-01549	Amazon Com	056	LCAP_3.38_MATL/SUPPL INSTRUCTIONAL	010-4300	114.61
P25-01550	Amazon Com	042	LCAP_5.06_matl/supplies New Teacher - M. Sattler	010-4300	268.07
P25-01551	Amazon Com	042	LCAP_5.06_matl/supplies New Teacher - M. Sattler	010-4300	67.70
P25-01552	Amazon Com	042	LCAP_5.06_matl/supplies New Teacher - B. Pomeroy	010-4300	178.74
P25-01553	Amazon Com	042	LCAP_5.06_matl/supplies New Teacher - B. Pomeroy	010-4300	108.94
P25-01554	Amazon Com	050	LCAP_5.06_matl/Sup New Teacher - R. Kibler	010-4300	181.25
P25-01555	Amazon Com	050	LCAP_5.06_matl/Sup New Teacher - R. Kibler	010-4300	89.97
P25-01556	Dial Security	630	Professional Servies / M. West	010-5800	232.49
P25-01557	Uline	630	Materials and Supplies / Facilities	010-4300	1,515.85
P25-01558	JENNIFER PORTER dba/D&J PAINTI NG	630	Profrrsional Services / Various Sites	010-5800	8,900.00
P25-01559	Uline	630	Grounds Materials and Supplies	010-4300	1,198.46
P25-01560	AMERICAN BUILDING COMFORT SERV ICES, INC	630	HVAC Professional Services / McKinna	010-5800	727.78
P25-01561	CITY OF OXNARD FIRE RECOVERY U SA, LLC	630	Professional Service/Fire Inspection/Ramona	010-5800	115.00
P25-01562	Dial Security	630	Professional Services / Alarm Response	010-5800	260.00
P25-01563	AMERICAN BUILDING COMFORT SERV ICES, INC	630	HVAC Repair / Lopez	010-5632	275.00
P25-01564	MCGRAW HILL EDUCATION, INC	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4100	6,020.12
P25-01565	HUMAN RELATIONS MEDIA CTR INC	ERC	LCAP_3.35 TXTBK & INST MATLS	010-5818	2,300.00
P25-01566	Faber Communications Corp	620	LCAP_2.30 SUPPL / REPA	010-4300	20,951.91
				010-4400	2,481.64
				010-5632	2,817.80
P25-01567	Franklin Covey	600	MATLS-FAC Speed of Trust- Mgmt matls	010-4300	760.90
P25-01568	Lakeshore Learning Materials	040	LCAP_3.38 MATL/SUPP	010-4300	312.41
P25-01569	Julie Moore The Bookworm	038	LCAP_3.38_ LIBRARY BOOKS	010-4200	1,397.70
P25-01570	Coast To Coast Computer Prod	036	LCAP_3.38 MatrIs & Supp Instruc	010-4300	1,687.52
P25-01571	The Math Learning Center	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4100	5,276.25
P25-01572	KAJEET INC	004	LCAP_5.39_ITS/ COMM-WiFi Hotspot Service	010-5902	182,284.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-01573	AMICOLOR INC.	100	MAT/SUP	010-4300	2,293.70
P25-01574	Amazon Com	054	LCAP_3.38- matl/sup-instructional	010-4300	262.32
P25-01575	Amazon Com	042	LCAP_3.38 MAT/SUPL	010-4300	399.86
P25-01576	Amazon Com	385	LCAP_2.4 MAT/SUP	010-4300	607.84
P25-01577	Amazon Com	042	LCAP_3.38 MAT/SUPL	010-4300	196.62
P25-01578	Amazon Com	036	LCAP_3.38_Materials and Supplies Instructional	010-4418	585.46
P25-01579	Amazon Com	066	LCAP_3.38_ - MATL/SUP-Instructional	010-4300	241.37
P25-01580	Dial Security	630	Professional Services / Panic Buttons	010-5800	1,956.00
P25-01581	SCRIPPS NATIONAL SPELLING BEE INC	041	LCAP_3.38 (Mat-Sup) Subscription	010-5800	174.50
P25-01582	THE CITIZEN HOTEL	100	CONF/TRAVEL	010-5200	580.89
P25-01583	THE CITIZEN HOTEL	100	CONF/TRAVEL	010-5200	580.89
P25-01584	Home Depot Inc	042	LCAP_3.38 MAT/SUPL	010-4300	495.76
P25-01585	DARYTON A. RAMSEY 3E CONSULTIN G GROUP	300	LCAP_1.08_ SERVICES_LCFF	010-5800	89,800.00
P25-01586	ODP BUSINESS SOLUTIONS, LLC	052	LCAP_3.38_MATL-SUPL/INSTR	010-4300	87.16
P25-01587	JL DOWNTOWN CAFE	200	MATL/SUPP (Admin. Interviews)	010-4300	500.00
P25-01588	JL DOWNTOWN CAFE	200	MATL/SUPP (Negotiations)	010-4300	1,000.00
P25-01589	ROMU FOODS, INC. DBA. BG'S CAF E	200	MATL/SUPP (Negotiations)	010-4300	1,000.00
P25-01590	JL DOWNTOWN CAFE	200	MATL/SUPP (Admin Trainings)	010-4300	1,000.00
P25-01591	Lexia Learning Systems LLC	360	LCAP_1.22 STWR APPS	010-5818	4,500.00
P25-01592	General Binding Corp.	040	LCAP_3.38 MAINT AGRMTS	010-5631	669.58
P25-01593	Pioneer Chemical Co	003	stores supplies	010-9320	949.49
P25-01594	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	4,843.93
P25-01595	Uline	003	stores supplies	010-9320	932.55
P25-01596	Veritiv Operating Company	003	stores supplies	010-9320	17,991.30
P25-01597	School Specialty Inc	003	stores supplies	010-9320	2,228.70
P25-01598	Maxim Healthcare Services Inc dba/Maxim Staffing Solutions	380	LCAP_2.50 SERV (SLPA'S)	010-5100	700,000.00
P25-01599	Maxim Healthcare Services Inc dba/Maxim Staffing Solutions	380	LCAP_2.50 SERV (SLP)	010-5100	725,000.00
				010-5800	25,000.00
P25-01600	Maxim Healthcare Services Inc dba/Maxim Staffing Solutions	380	LCAP_2.50 SERV (PARAEDUCATORS)	010-5100	550,000.00
P25-01601	Central Restaurant Products	640	LCAP_2.32_MATL/SUP	130-4300	858.66
P25-01602	Urbane Cafe Alex Bello-Mgr	640	LCAP_2.32 SUPP CATERING SPED	130-4300	350.57
P25-01603	PANERA BREAD COMPANY PANERA LL C	640	LCAP_2.32 SUPP CATERING SPED	130-4300	255.43
P25-01604	Amazon Com	040	LCAP_3.38 MATL/SUPP	010-4300	477.43
P25-01605	Amazon Com	046	LCAP_3.38 MATL-SUPL (INST)	010-4300	88.65
P25-01606	Amazon Com	003	stores supplies	010-9320	949.20
P25-01607	Amazon Com	052	LCAP_3.38_MATL-SUPL/INSTR	010-4300	319.25
P25-01608	Amazon Com	052	LCAP_3.38_MATL-SUPL/INSTR	010-4300	85.97

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P25-01609	Amazon Com	040	LCAP_3.38 MATL/SUPP	010-4300	202.75
P25-01610	Amazon Com	040	LCAP_5.06_matl/Sup New Teacher - J. Bennett	010-4300	306.72
P25-01611	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	5,000.00
P25-01612	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	8,000.00
P25-01613	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	8,000.00
P25-01614	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	6,000.00
P25-01615	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	6,000.00
P25-01616	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	6,000.00
P25-01617	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	8,000.00
P25-01618	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	5,000.00
P25-01619	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	8,000.00
P25-01620	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	8,000.00
P25-01621	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	5,000.00
P25-01622	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	5,000.00
P25-01623	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	5,000.00
P25-01624	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	5,000.00
P25-01625	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	5,000.00
P25-01626	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	5,000.00
P25-01627	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	5,000.00
P25-01628	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	8,000.00
P25-01629	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	5,000.00
P25-01630	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	640	LCAP_2.32_SUP	130-4700	5,000.00
P25-01631	Southwest Airlines	200	TRAV/CONF (Cred Techs)	010-5200	487.92
P25-01632	Ventura Co Office Of Education	380	LCAP_2.05/ SERV (JJ122309)	010-5800	17,200.00
P25-01633	Ventura Co Office Of Education	380	LCAP_2.05 SERV (JJ122309) 24-25	010-5800	30,700.00
P25-01634	Ventura Co Office Of Education	380	LCAP_2.05/ SERV (BA072912)	010-5800	10,100.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-01635	Ventura Co Office Of Education	380	LCAP_2.05/SERV (EG061410)	010-5100 010-5800	496.99 753.01
P25-01636	Ventura Co Office Of Education	380	LCAP_2.05 /SERV (AB050912)	010-5800	45,400.00
P25-01637	Ventura Co Office Of Education	380	LCAP_2.05 SERV (AP092219)	010-5800	22,200.00
P25-01638	Ventura Co Office Of Education	380	LCAP_2.05/ SERV (AC080310)	010-5800	3,400.00
P25-01639	Ventura Co Office Of Education	380	LCAP_2.05/ SERV (EA061202)	010-5800	11,700.00
P25-01640	Ventura Co Office Of Education	380	LCAP_2.05/ SERV (IH081410)	010-5800	2,750.00
P25-01641	Ventura Co Office Of Education	380	LCAP_2.05/ SERV (JB080313)	010-5100 010-5800	17,000.00 25,000.00
P25-01642	Ventura Co Office Of Education	380	LCAP_2.05/ SERV (JM111710)	010-5100 010-5800	42,600.00 25,000.00
P25-01643	Ventura Co Office Of Education	380	LCAP_2.05/ SERV (JM111710 - ASL SVCS)	010-5100 010-5800	74,000.00 25,000.00
P25-01644	Ventura Co Office Of Education	380	LCAP_2.05/ SERV (JV120313)	010-5100 010-5800	38,800.00 25,000.00
P25-01645	Ventura Co Office Of Education	380	LCAP_2.05/ SERV (LJ071616)	010-5100 010-5800	37,200.00 25,000.00
P25-01646	Ventura Co Office Of Education	380	LCAP_2.05/ SERV (MA102113)	010-5100 010-5800	31,000.00 25,000.00
P25-01647	Ventura Co Office Of Education	380	LCAP_2.05/ SERV (MP111618)	010-5100 010-5800	37,200.00 25,000.00
P25-01648	Ventura Co Office Of Education	380	LCAP_2.05 (SERV) (SR112811)	010-5100 010-5800	41,600.00 25,000.00
P25-01649	Ventura Co Office Of Education	380	LCAP_2.05/ SERV (VC120515)	010-5100 010-5800	3,600.00 25,000.00
P25-01650	Big Brothers Big Sisters of Ve ntura County	385	LCAP_2.03 (SERV/LCSSP)	010-5800	60,000.00
P25-01651	CENTER FOR SAFE & RESILIENT SC HOOLS AND WORKPLACES	385	LCAP_2.08 (SERV/MHSPD GRANT)	010-5800	65,000.00
P25-01652	SHRED-IT USA	056	LCAP_3.38_ SERV	010-5800	550.00
P25-01653	CABE VTA CO CHAPTER	360	LCAP_4.01	010-5200	900.00
P25-01654	SCRIPPS NATIONAL SPELLING BEE INC	032	LCAP_3.38_ SERV	010-5800	174.50
P25-01655	School Datebooks	032	LCAP_3.38_ MAT / INST	010-4300	195.39
P25-01656	Amazon Com	032	LCAP_3.38_ MATL / SUPL	010-4300	3,149.16
P25-01657	Amazon Com	032	LCAP_3.38_ MATL / SUPL	010-4300	165.27
P25-01658	Amazon Com	032	LCAP_3.38_ MATL / SUPL	010-4300	349.59
P25-01659	SCHOOL TECH SUPPLY	004	LCAP_5.39_ITS REPAIR/ Promethean Boards	010-4418	10,697.76
P25-01660	Petroleum Telcom Inc DBA Telec om	620	LCAP_2.30 REPAIRS / MATRLS	010-4300 010-5632	4,000.00 3,000.00
P25-01661	Epic! Creations, Inc.	040	LCAP_5.32 Subscriptions	010-5818	8,000.00
P25-01662	SDL, INC	380	LCAP_2.5_ Software/License (Trados)	010-5818	7,693.95

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P25-01663	MCGRAW HILL EDUCATION, INC	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4100	10,700.56
P25-01664	Cengage Learning, Inc	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4100	3,753.98
P25-01665	TITAN FITNESS	036	LCAP_3.38 Materials and Supplies Instructional	010-4300	764.71
P25-01667	Traffic Technologies, LLC Total Signs & Screen Printing	630	LCAP_1.06 MATS/ELOP	010-4300	128.92
P25-01668	SCRIPPS NATIONAL SPELLING BEE INC	053	LCAP_3.38-Spelling Be Fees	010-5800	174.50
P25-01669	COSTCO WHOLESALE CORPORATION	040	LCAP_3.38 MATL/SUPP	010-4300	546.25
P25-01670	Lakeshore Learning Materials	038	LCAP_3.38_ MATERIALS AND SUPPLIES	010-4300	264.12
P25-01671	Lakeshore Learning Materials	044	LCAP_3.38_ MATERIALS & SUPPLIES	010-4400	808.50
P25-01672	HUMAN RELATIONS MEDIA CTR INC	ERC	LCAP_3.35 TXTBK & INST MATLS	010-5818	2,300.00
P25-01673	SCHOLASTIC-TEACHER STORE	053	LCAP_3.38-MATL/SUPL(INST)	010-4300	260.79
P25-01674	Bonnie Steele Meet The Masters , Inc	038	LCAP_3.38_ MATERIALS AND SUPPLIES	010-4300	2,657.00
P25-01675	Tonertown All Brands Services	053	LCAP_3.38- MATL/SUPPL(INST)	010-4300	1,822.29
P25-01676	NIMCO INC	052	LCAP_3.83_MATL/SUPL-Instr	010-4300	545.99
P25-01677	Learning Without Tears	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	568.42
P25-01678	Rochester 100, Inc	066	LCAP_3.38_MATL-SUPL-Instructional	010-4300	237.62
P25-01679	Brainpop Com LLC	044	LCAP_3.38_ ONLINE SUBSCRIPTONS, LICENSES, APPS	010-5818	4,095.00
P25-01680	ESGI, LLC	036	LCAP_3.38_ESGI 12 mo. License	010-5818	2,214.00
P25-01681	Lexia Learning Systems LLC	044	LCAP_3.38_ MATERIALS & SUPPLIES	010-5818	2,000.00
P25-01682	CDW G	044	LCAP_3.38_ MATERIALS & SUPPLIES	010-4300	4,096.88
P25-01683	Cengage Learning, Inc	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4100	3,192.92
P25-01684	Lakeshore Learning Materials	040	LCAP_3.38 MATL/SUPP	010-4300	267.51
P25-01685	HEALTH 4 HIRE, INC	360	LCAP_3.12 CONF/PD	010-5200	2,980.00
P25-01686	CASBO	660	LCAP_3.24_CASBO Payroll Essentials 9/10-9/12/24	010-5200	2,790.00
P25-01687	Oxnard Performing Arts Center	100	RENTAL	010-5600	90.00
P25-01688	Hyatt Regency Sacramento	100	CONF/TRAVEL	010-5200	541.21
P25-01689	Amazon Com	036	LCAP_3.38_Materls & Suppl Instructional	010-4300	208.98
P25-01690	Southwest Airlines	100	LCAP 5.03 ACSA NSSS - Flight arrangements	010-5200	918.88
P25-01691	Amazon Com	036	LCAP_3.38 Materls and Supplies Instructional	010-4300	71.42
P25-01692	NITE-HAWK SWEEPERS LLC	630	Grounds Equipment Parts	010-4353	260.09
P25-01693	ODP BUSINESS SOLUTIONS, LLC	003	stores supplies	010-9320	5,555.97
P25-01694	SCRIPPS NATIONAL SPELLING BEE INC	036	LCAP_3.38 SERV (Inst)	010-5800	174.50

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P25-01695	SMART AND FINAL-C.I. BLVD	044	LCAP_3.38_ MATL-SUPL	010-4300	2,000.00
P25-01696	Walmart	041	LCAP_3.38(Mat-Sup) Supplies- Walmart	010-4200	500.00
P25-01697	Amazon Com	610	Emergency Materials and Supplies	010-4300	3,424.33
P25-01698	COSTCO WHOLESALE CORPORATION	046	LCAP_3.38 MATL-SUPL (INST)	010-4300	2,500.00
P25-01699	Amazon Com	044	LCAP_3.38_ MATL.	010-4300	213.13
P25-01700	CASBO	200	LCAP_1.19_ TRAV/CONF (V WHITT)	010-5200	95.00
P25-01701	PIZZAMAN DAN'S	630	MTLS/SUPL (STAFF MEETING)	010-4300	1,000.00
P25-01702	Amazon Com	100	BOOK ORDER	010-4200	1,398.00
P25-01703	Amazon Com	315	LCAP_2.18_ 2.19 Material	010-4300	186.34
P25-01704	Amazon Com	044	LCAP_3.38_ MATERIALS & SUPPLIES	010-4300	823.42
P25-01705	Amazon Com	046	LCAP_3.38 MATL-SUPL (INST)	010-4300	286.61
P25-01706	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	434.54
P25-01707	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	191.53
P25-01708	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	191.53
P25-01709	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	191.53
P25-01710	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	191.53
P25-01711	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	214.87
P25-01712	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	224.66
P25-01713	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	224.66
P25-01714	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	224.66
P25-01715	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	224.66
P25-01716	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	193.15
P25-01717	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	193.15
P25-01718	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	193.15
P25-01719	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	193.15
P25-01720	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	193.15
P25-01721	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	459.93
P25-01722	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	459.93
P25-01723	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	459.93
P25-01724	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	459.93
P25-01725	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	459.93
P25-01726	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	163.18
P25-01727	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	199.40
P25-01728	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	301.02
P25-01729	Sweet Rose Inc. dba. Oralia's Bakery	048	LCAP_3.38_ MTLS/SUPL-INSTR	010-4300	500.00
P25-01730	Lakeshore Learning Materials	038	LCAP_3.38_ MATERIALS AND SUPPLIES	010-4300	183.49
P25-01731	General Binding Corp.	058	LCAP_3.38 MAINT AGRMTS	010-5631	515.00
P25-01732	WATER WALKERS INC HEALTH-e PRO	640	LCAP_2.32_ CONSULTING	130-5800	7,847.00
P25-01733	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	419.53

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Includes Purchase Orders dated 09/03/2024 - 10/01/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-01734	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	419.53
P25-01735	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	419.53
P25-01736	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	811.98
P25-01737	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	811.98
P25-01738	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	811.98
P25-01739	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	811.98
P25-01740	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	811.98
P25-01741	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	811.98
P25-01742	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	392.45
P25-01743	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	392.45
P25-01744	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	392.45
P25-01745	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	392.45
P25-01746	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	392.45
P25-01747	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	392.45
P25-01748	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	392.45
P25-01749	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	392.45
P25-01750	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	392.45
P25-01751	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	49.92
P25-01752	Amazon Com	032	LCAP_3.38_MAT/SUP INST	010-4300	324.42
P25-01753	Amazon Com	048	LCAP_3.38_MTLS/SUPL-BOOKS OTHER THAN TEXTBOOKS	010-4200	399.93
P25-01754	Amazon Com	048	LCAP_3.38_MTLS/SUPL-INSTR	010-4300	208.69
P25-01755	Amazon Com	048	LCAP_3.38_MTLS/SUPL-INSTR	010-4300	306.65
P25-01756	Amazon Com	046	LCAP_3.38_MATL-SUPL (INST)	010-4300	83.82
P25-01757	KWANG SUNG LEE K & S LAWN MOWER	630	Grounds Equipment	010-4300	3,769.01
				010-4400	7,308.77
P25-01758	Amazon Com	630	Facilities Materials and Supplies	010-4300	512.99
P25-01759	Amazon Com	041	LCAP_3.38(Mat-Sup) Reich- Amazon	010-4300	69.49
P25-01760	Amazon Com	051	LCAP_3.38_MAT/SUPPLIES (Instructional)	010-4300	142.46
P25-01761	Amazon Com	048	LCAP_3.38_MTLS/SUPL-INSTR	010-4300	258.75
P25-01762	Amazon Com	056	LCAP_3.38_MATL/SUPP	010-4300	222.83
P25-01763	Amazon Com	044	LCAP_3.38_MATL-SUPL	010-4300	587.53
P25-01764	Amazon Com	054	LCAP_3.38-matl/sup-iinstructional	010-4300	115.55
P25-01765	Amazon Com	051	LCAP_3.38 MATERIALS/SUPPLIES (Instructional)	010-4300	77.23
P25-01766	Amazon Com	052	LCAP_3.38_MATL-SUPL/INSTR	010-4300	2,820.02
P25-01767	Amazon Com	038	LCAP_3.38_MATERIALS AND SUPPLIES	010-4300	75.03
P25-01768	Amazon Com	630	Materials and Supplies	010-4300	158.58
P25-01769	Amazon Com	044	LCAP_3.38_MATL-SUPL	010-4300	620.40
P25-01770	Amazon Com	051	LCAP_3.38_MATERIALS/SUPPLIES (Instructional)	010-4300	88.86
P25-01771	Amazon Com	360	LCAP 4.03_MAT/SUPL	010-4300	43.69

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Includes Purchase Orders dated 09/03/2024 - 10/01/2024

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P25-01772	Amazon Com	056	LCAP_3.38_Material/supplies	010-4300	119.86
P25-01773	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	1,395.44
P25-01774	Amazon Com	003	MTLS/SUPP	010-4300	151.14
P25-01775	Veritiv Operating Company	003	stores supplies	010-9320	18,389.80
P25-01776	School Specialty Inc	003	stores supplies	010-9320	2,638.17
P25-01777	SOFTCHOICE CORPORATION	004	LCAP_5.39_ITS/ SOFTWARE- M365 Licenses	010-5818	1,694.00
P25-01778	Student Transportation America	066	LCAP_3.38_-Transportation-**BILL**	010-5712	1,402.75
P25-01779	Buena Lanes, LLC	315	LCAP_2.18 & 2.19SERV/ELOP	010-5800	421.30
P25-01780	Children's Museum of Santa Barbara, MOXI	060	LCAP_3.38 - Fieldtrip to Moxi Museum 5/9/25	010-5800	332.00
P25-01781	Lakeshore Learning Materials	058	LCAP_3.38_Materials & Supplies	010-4300	51.88
P25-01782	Georde's Music of Florida, Inc	044	LCAP_3.38_Material & Supplies	010-4300	163.86
P25-01783	CN School & Office Sol, Inc Culler-Newlin	315	LCAP_2.19 Furniture (ELM, MCA, MW)	010-4400	8,475.94
P25-01784	Witherspoon Ent Inc DBA Port A Stor	003	RENTAL (MISC FURNITURE)	010-5600	1,000.00
P25-01785	PPG ARCHITECT COATINGS, LLC	003	stores supplies	010-9320	648.95
P25-01786	Pioneer Chemical Co	003	stores supplies	010-9320	444.65
P25-01787	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	3,953.06
P25-01788	Pro Ed, Inc	380	LCAP_3.38 MTLs/SUP	010-4300	65.66
P25-01789	Amazon Com	044	LCAP_3.38_MATL-SUPL	010-4318	273.08
P25-01790	Amazon Com	052	LCAP_3.38_MATL-SUPL/INSTR	010-4300	42.29
P25-01791	Amazon Com	032	LCAP_3.38-MATL/SUPL INST	010-4300	69.56
P25-01792	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	2,181.64
P25-01793	Southwest School & Office Sup	003	stores supplies	010-9320	4,854.61
P25-01794	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	1,467.05
P25-01795	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	1,101.89
P25-01796	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	3,879.16
P25-01797	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	396.19
P25-01798	Amazon Com	057	LCAP_3.38 Materials and Supplies	010-4300	1,213.25
P25-01799	Amazon Com	057	LCAP_3.38 Materials and Supplies	010-4300	423.48
P25-01800	Uline	003	stores supplies	010-9320	1,798.00
P25-01801	ODP BUSINESS SOLUTIONS, LLC	003	stores supplies	010-9320	716.42
P25-01802	Amazon Com	315	LCAP_2.19 Mtrl/Supl	010-4300	224.66
P25-01803	Amazon Com	041	LCAP_3.38 (Mat-Sup) Amazon-Office	010-4300	374.36
P25-01804	Amazon Com	046	LCAP_3.38 MATL-SUPL (INST)	010-4300	455.09
P25-01805	Amazon Com	054	LCAP_5.06_matl/Sup New Teacher - M. Farias	010-4300	351.42
P25-01806	Amazon Com	055	LCAP_3.38_SUPPLIES FOR JR DANCE 10/11	010-4300	53.08
P25-01807	Amazon Com	055	LCAP_3.38_TEACHER SUPPLIES	010-4300	131.59
P25-01808	Amazon Com	046	LCAP_3.38 MATL-SUPL (INST)	010-4300	295.87
P25-01809	LORENZO BISLIG dba/ 3RD WORLD UNLTD GRAPHICS	050	LCAP_3.38_MATL/SUPP	010-4300	1,120.95

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-01810	AG Designs 805 Inc.	038	LCAP_3.38_ PE CLOTHING	010-4300	3,414.06
P25-01811	AG Designs 805 Inc.	048	LCAP_3.38_ MTLs/SUPL-INSTR	010-4300	624.03
P25-01812	School Life, div of ImageStuff	048	LCAP_3.38_ MTLs/SUPL-INCENTIVES	010-4300	172.36
P25-01813	Petroleum Telcom Inc DBA Telecom	041	LCAP_3.38(Mat-Sup) Telcom	010-4300	80.30
P25-01814	RIVERSIDE ASSESSMENTS LLC RIVERSIDE INSIGHTS	380	LCAP_2.6 MAT/SUPL	010-4300	5,000.00
P25-01815	RIVERSIDE ASSESSMENTS LLC RIVERSIDE INSIGHTS	380	LCAP_2.6 MAT/SUPL	010-4300	15,000.00
P25-01816	CDW G	315	LCAP_2.18 & 2.19 Office Equipment	010-4300	1,588.51
				010-4318	2,363.69
P25-01817	TOM HENSON HENSON MUSIC CENTER	032	LCAP_3.38_MATL / SUP	010-4300	3,425.53
P25-01818	SCHOLASTIC-MAGAZINES	066	LCAP_3.38_ MATL/SUP (INST)	010-4300	2,703.65
P25-01819	PANERA BREAD COMPANY PANERA LLC	345	LCAP_5.14 MATERIALS & SUPPLIES unrestricted	010-4300	546.25
P25-01820	Ashton Awards Inc Aswell Trophy	038	LCAP_3.38_ MATERIALS AND SUPPLIES	010-4300	564.82
P25-01821	TOM HENSON HENSON MUSIC CENTER	046	LCAP_3.38_ MATL-SUPL (INST)	010-4300	1,000.00
P25-01822	Uline	315	LCAP_2.19 Mtrl/Supl	010-4300	1,896.08
P25-01823	Residence Inn Los Angeles Burbank/Downtown	320	LCAP_2.04 Travel-Conf Instruction CalEd Partners	010-5200	5,175.77
P25-01824	COUNTY OF VENTURA CLERK & RECORDER	630	Professional Service Fees / Facilities	010-5800	1,532.72
P25-01825	SACRAMENTO COUNTY OFFICE OF EDUCATION	345	LCAP_3.09 TRAVEL & CONFERENCE	010-5200	385.00
P25-01826	Best Buy	630	Computer Materials and Supplies	010-4300	852.08
P25-01827	Dial Security	630	Professional Services / Alarm Response	010-5800	520.00
P25-01828	SMART AND FINAL-C.I. BLVD	056	LCAP_3.38_Open order/supplies LatinoFamilyLiteracy	010-4300	500.00
P25-01829	Fence Factory	630	Gate Repair / Lopez	010-5632	4,025.00
P25-01830	Magnum Fence And Security	630	Fence Repair / ESC	010-5632	7,988.00
P25-01831	Hilton Woodland Hills	380	LCAP_2.05 TRVL/CONF for various staff	010-5200	1,789.48
P25-01832	Amazon Com	056	LCAP_3.38_MATL/SUPL INSTRUCTIONAL	010-4300	887.72
P25-01833	SPB Associates, Inc DBA Subway # 27320	640	LCAP_2.32_SUP/CATERING	130-4300	4,000.00
P25-01834	SPB Associates, Inc DBA Subway # 27320	640	LCAP_2.32_SUP	130-4700	50,000.00
P25-01835	Walmart	052	LCAP_3.38_MATL-Instr	010-4300	546.25
P25-01836	SMART AND FINAL-C.I. BLVD	052	LCAP_3.38_MATL-Instr	010-4300	546.25
P25-01837	Amazon Com	050	LCAP_5.06_matl/Sup New Teacher - A. Lusparyan	010-4300	319.24

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-01838	Amazon Com	048	LCAP_5.06_matl/Sup New Teacher - J. Jimenez	010-4300	297.51
P25-01839	Amazon Com	048	LCAP_5.06_matl/Sup New Teacher - J. Jimenez	010-4300	53.59
P25-01840	Amazon Com	066	LCAP_5.06_matl/Sup New Teacher - N. Ash2	010-4300	90.71
P25-01842	Perma Bound Books	066	LCAP_3.38_- Books other than textbooks-Instr.	010-4200	89.42
P25-01843	CASBO	660	LCAP_3.24 - CASBO - Workshops Erin Gorospe	010-5200	950.00
P25-01844	CASBO	660	LCAP_3.24_CASBO SACS Basic Concepts 10/2/2024	010-5200	730.00
P25-01845	Petroleum Telcom Inc DBA Telecom	038	LCAP_3.38_MATERIALS AND SUPPLIES	010-4300	32.72
P25-01846	Urbane Cafe Alex Bello-Mgr	360	LCAP_4.01 MAT/SUPL	010-4300	737.44
P25-01847	Southwest Plastic Binding Co Southwest Binding & Laminating	655	Materials and Supplies	010-4300	1,246.32
P25-01848	ESGI, LLC	055	LCAP_3.38_ESGI 12MNTH LICENSE	010-4318	492.00
P25-01849	CASBO	660	LCAP_3.24 - CASBO Fall 2024 Education Event	010-5200	190.00
P25-01850	CDW G	640	LCAP_2.32_TECH EQUIP	130-4418	3,503.92
P25-01851	Petroleum Telcom Inc DBA Telecom	044	LCAP_3.38_RPR INST	010-5632	96.33
P25-01852	CASBO	660	LCAP_3.24 CASBO Payroll Compliance 2024-11-12	010-5200	630.00
P25-01853	ODP BUSINESS SOLUTIONS, LLC	032	LCAP_3.38_MATL/SUP	010-4300	1,165.47
P25-01854	ODP BUSINESS SOLUTIONS, LLC	032	LCAP_3.38_MATL / SUPL	010-4300	428.17
P25-01855	SCHOOL NUTRITION ASSOCIATION	640	LCAP_2.32_MEMBERSHIP	130-5300	47.00
P25-01856	Tom Rey Garcia dba/ Tomas Cafe & Gallery	032	LCAP_3.38 MATL / SUPL	010-4300	826.98
P25-01857	CONSTRUCTION TESTING & ENG DBA UNIVERSAL ENG. SCIENCE	630	BOND/GEOTECH SVCS (FRE RECONST)	215-6280	8,250.00
P25-01858	Varitronics, LLC	046	LCAP_3.38 MATL-SUPL (INST)	010-4300	2,949.48
P25-01859	CDW G	038	LCAP_3.38_MATERIALS AND SUPPLIES	010-4418	3,957.97
P25-01860	Christina Lewis dba. Lewis Events	055	LCAP_3.38_4TH &5TH GRD HISTORY EVENT	010-5800	3,275.50
P25-01861	CDW G	385	LCAP_2.05 EQUIP	010-4318 010-4418	1,176.51 3,496.00
P25-01862	SCHOLASTIC-MAGAZINES	053	LCAP_3.38-MATL/SUPPL (INST)	010-4300	515.63
P25-01863	NEARPOD INC	041	LCAP_3.38(Mat-Sup) Flocabualry Nearpod-Online	010-5818	3,220.00
P25-01864	Printech	046	LCAP_3.38 MATL-SUPL	010-4300	387.53
P25-01865	NETWORK CRAZE TECHNOLOGIES INC	004	LCAP_5.39_ITS/ MAT/SUP (PHONES)	010-4418	10,238.78
P25-01866	Amazon Com	053	LCAP_3.38- MATL/SUPPL (INST)	010-4300	281.11

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P25-01867	Amazon Com	053	LCAP_3.38- MATL/SUPPL (INST)	010-4300	277.23
P25-01868	Amazon Com	057	LCAP_3.38 Materials and Supplies	010-4300	477.22
P25-01869	Amazon Com	056	LCAP_3.38_MATL/SUPPL INSTRUCTIONAL	010-4300	173.76
P25-01870	AMERICAN REGISTRY FOR INTERNET NUMBERS	004	LCAP_5.39_ITS/ SERV (Registry /DAVID)	010-5800	250.00
P25-01871	Amazon Com	100	MAT/SUP	010-4200	336.27
P25-01872	Amazon Com	056	LCAP_3.38_MATL/SUPPL INSTRUCTIONAL	010-4300	25.48
P25-01873	Amazon Com	055	LCAP_3.38_MS, ROSE - HEADPHONES FOR CLASS	010-4300	270.80
P25-01874	PANORAMA EDUCATION INC	360	LCAP_4.15 SERV	010-5800	5,880.00
P25-01875	ACSA/FOUNDATION FOR EDUCATIONA L ADMIN.	100	2025 ACSA Superintedent Symposium	010-5200	949.00
P25-01876	Really Good Stuff	052	LCAP_3.38_MATL-SUPL/INSTR	010-4300	204.08
P25-01877	School Health Corporation	003	stores supplies	010-9320	1,537.06
P25-01878	CDW G	385	LCAP_2.05 EQUIP	010-4400	1,420.23
P25-01879	STAY FOREVER INC	630	LCAP_1.06 MATS/ELOP	010-6200	15,000.00
P25-01880	Lifetouch	036	LCAP_3.38_Matl-Supl (Instruc)	010-4300	8,574.58
P25-01881	SCHOLASTIC-BOOK FAIRS	056	LCAP_3.38_MATL/SUPPL INSTRUCTIONAL	010-4200	4,573.05
P25-01882	Dept Of Toxic Substances Ctr	630	Bond Funds / Environmental Fees / Driffill	350-6171	74.13
P25-01883	PORTOLA HOTEL & SPA	100	CONF/TRAVEL	010-5200	2,044.51
P25-01884	Amazon Com	042	LCAP_3.38 MAT/SUPL	010-4300	226.08
P25-01885	Amazon Com	380	LCAP_2.05 MATL/SUPP for Lyndy Raley	010-4300	79.42
P25-01886	Amazon Com	380	LCAP_2.05 MATL/SUPP for Lyndy Raley	010-4200	88.72
P25-01887	Amazon Com	380	LCAP_2.05 MATL/SUPP for Shelby Frye	010-4300	256.28
P25-01888	Amazon Com	380	LCAP_2.05 MATL/SUPP for ALEX FORD	010-4200	114.25
P25-01889	Amazon Com	380	LCAP_2.05 MATL/SUPP for ALEX FORD	010-4300	163.98
P25-01890	Amazon Com	056	LCAP_3.38_MATL/SUPPL INSTRUCTIONAL	010-4300	1,723.17
P25-01891	Amazon Com	056	LCAP_3.38_MATL/SUPPL INSTRUCTIONAL	010-4300	4,651.65
P25-01892	Amazon Com	056	LCAP_3.38_MATL/SUPPL INSTRUCTIONAL	010-4300	2,061.59
P25-01893	Amazon Com	056	LCAP_3.38_MATL/SUPPL INSTRUCTIONAL	010-4300	178.24
P25-01894	Amazon Com	360	LCAP 4.03_MAT/SUPL	010-4300	33.56
P25-01895	Amazon Com	046	LCAP_3.38 MATL-SUPL (INST)	010-4300	293.79
P25-01896	Amazon Com	380	LCAP_2.05 MATL/SUPP for CINTHYA LEWIS	010-4300	284.68

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-01897	Amazon Com	380	LCAP_2.05 MATL/SUPP for Alison Newton	010-4300	262.05
P25-01898	Amazon Com	380	LCAP_2.05 MATL/SUPP for Stephanie G.	010-4300	223.08
P25-01899	Amazon Com	380	LCAP_2.05 MATL/SUPP for Stephanie G.	010-4300	64.97
P25-01900	Amazon Com	380	LCAP_2.05 MATL/SUPP for Shannon Moua	010-4300	171.50
P25-01901	Amazon Com	032	LCAP_3.38_ MATL / SUPL	010-4300	109.83
P25-01902	Amazon Com	042	LCAP_3.38 MAT/SUPL	010-4300	254.90
P25-01903	Orange Co Dept Of Education	380	LCAP_2.5 CONF (INTERPRETER/TRANSLATOR)	010-5200	3,400.00
P25-01904	Perma Bound Books	032	LCAP_3.38_ BKS OTHER THAN TXTBKS	010-4200	1,002.31
P25-01905	Lakeshore Learning Materials	051	LCAP_3.38_MATERIALS/SUPPLIES (Instructional)	010-4300	423.79
P25-01906	Rosetta Stone Ltd	360	LCAP_1.22 STWR APPS	010-5818	8,095.00
P25-01907	PEARSON ASSESSMENT	380	LCAP_2.6 SERV	010-5818	7,926.65
P25-01908	Sinclair Sanitary Supply Inc	630	Maintenance Materials and Supplies	010-4300	6,455.42
P25-01909	Bjorem Speech Publications	380	LCAP_2.05 MATL/SUPP for Lyndy Raley	010-4300	107.33
P25-01910	Perma Bound Books	042	LCAP_3.38 BOOKS OTHER THAN TEXTBOOKS	010-4200	3,462.89
P25-01911	Maad Graphics	048	LCAP_3.38_ MTLs/SUPL-INSTR	010-4300	185.00
P25-01912	KUYPERS CONSULTING INC	385	LCAP_3.18	010-5200	7,778.60
P25-01913	Lakeshore Learning Materials	056	LCAP_3.38_MATL/SUPL INSTRUCTIONAL	010-4300	109.21
P25-01914	CN School & Office Sol, Inc Cui-ver-Newlin	059	SERV/RECONFIGURE (S.M. 2 DESKS)	010-5800	3,277.50
P25-01915	Brainpop Com LLC	046	LCAP_3.38 LICENSE/INSTRUCTION	010-5818	4,530.00
P25-01916	Lakeshore Learning Materials	044	LCAP_3.38_ MATERIALS & SUPPLIES	010-4300	85.17
P25-01917	Brainpop Com LLC	036	LCAP_3.38 Subscriptions Brain POP	010-5818	4,095.00
P25-01918	Lakeshore Learning Materials	053	LCAP_5.06_matl/sup New Teacher - M. Sneed	010-4300	296.57
P25-01919	Calif Dept Of Educ	640	LCAP_2.32_ADM FEES	130-5800	109.65
P25-01920	Indeed, Inc.	200	RECRUITMENT (SpEd Paras)	010-5800	1,287.40
P25-01921	Spicers Paper Inc	655	Materials and Supplies	010-4300	8,221.44
P25-01922	Lakeshore Learning Materials-V	345	LCAP_3.41 MATERIALS & SUPPLIES	010-4300	2,185.00
P25-01923	Amazon Com	040	LCAP_3.38 BOOKS OTHER THAN	010-4200	59.44
P25-01924	Hilton Orange County/Costa Mes	380	LCAP_2.5 CONF (INTERPRETER/TRANSLATOR)	010-5200	4,896.00
P25-01925	VENTURA BEACH MARRIOTT	315	LCAP_2.19 ELOP PD	010-5800	11,998.30
P25-01926	Uline	655	Materials and Supplies	010-4300	1,060.44
P25-01927	United Refrigeration Inc	630	HVAC Equipment	010-4400	2,532.71

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Includes Purchase Orders dated 09/03/2024 - 10/01/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-01928	VANAMAN GERMAN LLP	380	LCAP_3.38_SERV-Attorney Fees (WH)	010-5899	6,000.00
P25-01929	Uline	046	LCAP_3.38 MATL-SUPL (INST)	010-4300	2,039.18
P25-01930	Tom Rey Garcia dba/ Tomas Cafe & Gallery	200	LCAP_3.1_ - MATL-SUPL (Dev Human Cap)	010-4300	2,000.00
P25-01931	Amazon Com	048	LCAP_3.38_ MTLs/SUPL-INSTR	010-4300	61.66
P25-01932	Amazon Com	058	LCAP_3.38_Materials & Supplies	010-4300	537.15
P25-01933	Amazon Com	058	LCAP_3.38_Materials & Supplies	010-4300	344.98
P25-01934	Amazon Com	042	LCAP_3.38 MAT/SUPL	010-4200	388.29
P25-01935	Amazon Com	058	LCAP_3.38_ Materials & Supplies	010-4300	340.24
P25-01936	Amazon Com	060	LCAP_3.38 MAT/SUP-Ins. Ms. Bouvet	010-4300	218.91
P25-01937	Amazon Com	058	LCAP_3.38_ Materials & Supplies	010-4300	197.36
P25-01938	Amazon Com	640	LCAP_2.32_MATL/SUP	130-4300	3,203.66
P25-01939	Amazon Com	650	MTLS/SUPPLIES	010-4300	100.00
P25-01940	Amazon Com	053	LCAP_3.38- MATL/ SUPL (INST)	010-4300	116.45
P25-01941	Amazon Com	053	LCAP_3.38- MATL/SUPL (INST)	010-4300	142.97
P25-01942	Amazon Com	055	LCAP_3.38_ ORLINSKY SUPPLIES	010-4300	39.01
P25-01943	Amazon Com	046	LCAP_3.38 MATL-SUPL (INST)	010-4300	665.31
P25-01944	Amazon Com	055	LCAP_3.38_ MR. OLIVARES SUPPLIES	010-4300	202.33
P25-01945	Amazon Com	055	LCAP_3.38_ MR. OLIVARES SUPPLIES ORDER #2	010-4300	106.43
P25-01946	Amazon Com	055	LCAP_3.38_ MR. OLIVARES SUPPLIES ORDER#3	010-4300	140.48
P25-01947	Amazon Com	055	LCAP_3.38_ L.POWERS SUPPLIES	010-4300	183.78
P25-01948	OXNARD ADULT SCHOOL	360	LCAP_4.01 SERV_TIII	010-4300	10,000.00
P25-01949	Ventura Co Office Of Education	380	LCAP_2.05 / SERV (H/H)	010-5800	30,000.00
P25-01950	ASPIRANET	380	LCAP_2.05/SERV	010-5100	1,000,000.00
P25-01952	Cinemark USA, Inc	055	LCAP_3.38_ FIELDTRIP TO THE COLLECTION ON 10/11	010-5800	1,567.50
P25-01953	CONSTRUCTION TESTING & ENG DBA UNIVERSAL ENG. SCIENCE	630	BOND/GEOTECH SVCS (M WEST ECDC PROJ)	350-6280	7,300.00
P25-01954	EDWARDS CONSTRUCTION GROUP INC	630	BOND/BLDG (RITCHEN MOD PROJ)	215-6272	39,500.00
P25-01955	GENERATION GENIUS, INC	044	LCAP_3.38_ Subscriptions & Licenses applications	010-5818	1,795.00
P25-01956	ORIENTAL TRADING COMPANY	042	LCAP_3.38 MAT/SUPL	010-4300	47.66
P25-01957	Lakeshore Learning Materials	044	LCAP_3.38_ MATERIALS & SUPPLIES	010-4400	76.46
P25-01958	Twig Education Inc.	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4300	1,478.15
P25-01959	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	821.58
P25-01960	Maad Graphics	058	LCAP_3.38_Materials and Supplies	010-4300	65.55
P25-01961	SCHOOL TECH SUPPLY	315	LCAP_2.19 ELOP Tech	010-4318	7,546.24
P25-01962	Ashton Awards Inc Aswell Troph y	380	LCAP_2.05 Open PO for staff badges	010-4300	1,800.00
P25-01963	Bjorem Speech Publications	380	LCAP_2.05 MATL/SUPP for Lauren Teoli	010-4300	238.49

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Includes Purchase Orders dated 09/03/2024 - 10/01/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-01964	Lakeshore Learning Materials	048	LCAP_5.06_matl/Sup New Teacher - E. Rodriguez	010-4300	320.02
P25-01965	Perma Bound Books	041	LCAP_3.38(Mat-Sup) Books- Perma Bound	010-4200	803.21
P25-01966	Perma Bound Books	ERC	LCAP_3.35 TXTBK & INST MATLS	010-4200	392.45
P25-01967	City Of Ventura	044	LCAP_3.38_ ENTRANCE FEES	010-5800	1,732.50
P25-01968	SCRIPPS NATIONAL SPELLING BEE INC	048	LCAP_3.38_SERVICES, ENTRANCE FRRS, OPERATION-INS.	010-5800	174.50
P25-01969	Michaels Stores, Inc	066	LCAP_3.38_ - MATL/SUP-Instr. (N.Raptodimos)	010-4300	169.21
P25-01970	Amazon Com	051	LCAP_3.38_MATERIALS/SUPPLIES (Instructional)	010-4300	115.40
P25-01971	COSTCO WHOLESALE CORPORATION	050	LCAP_3.38_MATL/SUP	010-4300	3,500.00
P25-01972	DRACO TRUCKS & EQUIPMENT INC	640	LCAP_2.32_EQUIPMENT	130-6400	39,406.81
P25-01973	On Premise Products Inc. dba ServeSmart K-12 Products	640	LCAP_2.32_EQUIP	130-6400	128,281.73
P25-01974	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	54.26
P25-01975	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	42.31
P25-01976	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	42.31
P25-01977	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	42.31
P25-01978	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	37.51
P25-01979	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	77.79
P25-01980	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	33.65
P25-01981	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	77.19
P25-01982	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	77.19
P25-01983	Amazon Com	054	LCAP_3.38-matl/sup-instructional	010-4200	576.92
				010-4300	245.29
P25-01984	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	163.33
P25-01985	Amazon Com	050	LCAP_3.38_MATL/SUPPL (INST)	010-4300	157.64
P25-01986	Amazon Com	056	LCAP_3.38_Material and Supplies	010-4400	1,703.17
P25-01987	Amazon Com	056	LCAP_3.38_Materials and Supplies	010-4300	69.52
P25-01988	Amazon Com	056	LCAP_3.38_Materials and Supplies	010-4300	58.69
P25-01989	Amazon Com	056	LCAP_3.38_Materials and Supplies	010-4300	90.33
P25-01990	Amazon Com	056	LCAP_3.38_Material and Supplies	010-4300	83.88
P25-01991	Amazon Com	042	LCAP_3.38 MAT/SUPL	010-4300	34.64
P25-01992	Amazon Com	056	LCAP_5.06_matl/Sup New Teacher - N. Cordon	010-4300	332.80
P25-01993	Amazon Com	038	LCAP_5.06_matl/Sup New Teacher - R. Bader	010-4300	351.67
P25-01994	Amazon Com	046	LCAP_3.38 MATL-SUPL (INST)	010-4300	164.89
P25-01995	Mango Technologies dba. ClickU p	004	LCAP_5.39_ITS/ SOFTWARE-	010-5818	6,300.00
P25-01996	Uline	640	LCAP_2.32_EQUP	130-4400	6,697.03
P25-01997	School Specialty Inc	066	LCAP_3.38_-MATL/SUP-Instructional	010-4300	2,107.44
P25-01998	Lakeshore Learning Materials	056	LCAP_3.38_Material and supplies	010-4300	250.06

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P25-01999	CDW G	630	Computer Equipt	010-4418	1,118.28
P25-02000	SCHOOL TECH SUPPLY	004	LCAP_5.39_ITS/ COMP EQUIP-Printers	010-4418	2,095.42
P25-02001	SCHOOL TECH SUPPLY	004	LCAP_5.39_ITS/ COMP EQUIP-LAPTOP	010-4418	2,012.00
P25-02002	SCHOOL TECH SUPPLY	004	LCAP_5.39_ITS/MAT/SUP-Cables	010-4300	1,212.01
P25-02003	CDW G	385	LCAP_2.05 EQUIP	010-4418	279.41
P25-02004	CDW G	046	LCAP_3.38 MATL-SUPL (INST)	010-4418	3,943.49
P25-02005	CDW G	610	Computer Material and Supplies	010-4318	284.05
P25-02006	SMART AND FINAL-C.I. BLVD	032	LCAP_3.38_MATL / SUP	010-4300	3,000.00
P25-02007	Amazon Com	032	LCAP_3.38 MATL/SUPL-INST	010-4300	452.65
P25-02008	Amazon Com	630	Materials and Supplies	010-4300	145.27
P25-02009	Amazon Com	630	Grounds Materials and Supplies	010-4300	688.59
P25-02010	Walmart	038	LCAP_3.38_Leadership You got Caught	010-4300	400.00
P25-02011	Smart And Final Iris Co-N. Ox. Blvd	600	MATLS- Open PO	010-4300	800.00
P25-02012	Amazon Com	055	LCAP_3.38_ ANNE FRANK ORDER FOR MR. OLVARES	010-4200	161.83
P25-02013	Amazon Com	056	LCAP_5.06_matl/sup new teacher - M. Gonzalez	010-4300	353.22
P25-02014	Amazon Com	056	LCAP_5.06_matl/sup new teacher - S. Rios Gonzales	010-4300	353.48
P25-02015	Amazon Com	038	LCAP_5.06_matl/sup new teacher - N. Montiel	010-4300	245.69
P25-02016	Amazon Com	041	LCAP_3.38(Mat-Sup) Materials-Amazon	010-4300	132.86
P25-02017	CITY OF LOS ANGELES LOS ANGELE S ZOO	036	LCAP_3.38 Field Trips LA Zoo	010-5800	300.00
P25-02018	CABE VTA CO CHAPTER	036	LCAP_3.38 Conferences	010-5200	1,500.00
P25-02019	Edgewood Press, Inc	003	Stores Supplies	010-9320	1,283.33
P25-02020	BSN Sports	003	stores supplies	010-9320	781.68
P25-02021	Extreme Clean	003	stores supplies	010-9320	6,987.63
P25-02022	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	1,083.02
P25-02023	Superior Sanitary Supplies	003	stores supplies	010-9320	726.82
P25-02024	Amazon Com	003	stores supplies	010-9320	916.50
P25-02025	Grainger Inc	003	stores supplies	010-9320	402.19
P25-02026	Veritiv Operating Company	003	stores supplies	010-9320	14,627.26
P25-02027	School Specialty Inc	003	stores supplies	010-9320	7,742.22
P25-02028	COSTCO WHOLESALE CORPORATION	038	LCAP_3.38 matl/supp-Parent Meetings	010-4300	546.25
P25-02029	ESGI, LLC	057	LCAP_3.38 Materials and Supplies	010-5818	2,460.00
P25-02030	School Life, div of ImageStuff	054	LCAP_3.38-matl/sup-instructional	010-4300	1,380.58
P25-02031	Raceway Promotions Inc.	630	Professional Service / FAC Uniforms	010-5800	662.06
P25-02032	Social Thinking Publishing	385	LCAP_3.18	010-4300	6,025.99
P25-02033	Lakeshore Learning Materials	056	LCAP_3.38_Materials and Supplies	010-4300	297.00

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P25-02034	UNDERWOOD FAMILY FARMS LP	032	LCAP_3.38_SERV / INST	010-5800	1,479.00
P25-02035	CALIFORNIA IT IN EDUCATION	004	LCAP_5.39_ITS/ Membership	010-5818	3,700.00
P25-02036	KNOX ASSOCIATES INC KNOX COMPA NY	630	Locksmith Materials and Supplies	010-4343	1,313.19
P25-02037	Demco Inc	630	Maintenance Materials and Supplies	010-4300	91.46
P25-02038	Chef's Toys & Star Rest Equip	640	LCAP_2.32_MATL/SUP	130-4300	7,019.09
P25-02039	Central Restaurant Products	640	LCAP_2.32_EQUIP	130-4400	13,099.08
P25-02040	Embassy Suites San Diego Bay	380	LCAP_2.5 Travel & Conference for management	010-5200	4,656.76
P25-02041	HAMPTON INN RIVERSIDE DOWNTOWN	345	LCAP_3.09 LCFF, TRAVEL & CONFERENCE- B. POPE	010-5200	1,047.51
P25-02042	Tyler Technologies, Inc	620	LCAP_2.30 SERVICE	010-5818	17,000.00
P25-02043	AMERICAN BUILDING COMFORT SERVICES, INC	630	HVAC Repair / Lopez	010-5632	9,985.00
P25-02044	Amazon Com	057	LCAP_3.38 Materials and Supplies	010-4300	596.62
P25-02045	Amazon Com	038	LCAP_5.06_matl/sup new teacher - N. Montiel	010-4300	90.23
P25-02046	Amazon Com	066	LCAP_3.38_-MATL/SUP-Instructional	010-4300	373.88
P25-02047	Amazon Com	054	LCAP3.38-Matl/sup-instrucrtional	010-4200	526.75
P25-02048	Amazon Com	610	Office Material and Supplies	010-4300	33.59
P25-02049	Lakeshore Learning Materials-V	060	LCAP_3.38 MATL/SUP-Int ORC - Robles	010-4300	218.50
P25-02050	STONEFIRE GRILL INC.	032	LCAP_3.38_MATL / SUP	010-4300	1,437.39
P25-02051	Amazon Com	036	LCAP_3.38 Matls & Sup Instructional	010-4300	536.45
P25-02052	Amazon Com	036	LCAP_3.38 Materials & Supplies Instructional	010-4300	1,401.14
P25-02053	Amazon Com	055	LCAP_3.38_MS. SABALLETT SUPPLIES ORDER	010-4300	194.99
P25-02054	Amazon Com	036	LCAP_3.38 Materials and Supplies Instruction	010-4300	437.04
P25-02055	Amazon Com	053	LCAP_3.38-MATL/SUPPL(INST)	010-4300	361.02
P25-02056	Amazon Com	038	LCAP_5.06_matl/sup New Teacher - A. Graham	010-4300	190.65
P25-02057	Amazon Com	038	LCAP_5.06_matl/sup New Teacher - A. Graham	010-4300	176.91
P25-02058	Amazon Com	054	LCAP_5.06_matl/sup New Teacher - M. Davila	010-4300	341.77
P25-02059	PEARSON ASSESSMENT	380	LCAP_2.6 MATL-SUPL	010-4300	2,500.00
P25-02060	CASBO	660	LCAP_3.24 CASBO Retirement Concepts 2024-10-08	010-5200	2,190.00
P25-02061	Hillyard Inc	630	Custodial Equipment	010-4400	19,760.27
P25-02062	COMPUWAVE	066	LCAP_3.38_-MATL/SUP-Instructional	010-4300	3,528.78
P25-02063	SCHOOL SERVICES OF CALIFORNIA, INC.	660	LCAP_5.36_TRVL/CONF Gov. Budget 2025-01-22 P.Nunez	010-5200	340.00
P25-02064	Kern County Superintendent of Schools	385	CONF	010-5200	585.00
P25-02065	INSIGHT ENVIRONMENTAL, INC.	630	Professional Service / ESC	010-5800	595.00

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P25-02066	ORIENTAL TRADING COMPANY	054	LCAP_3.38-matl/sup-instructional	010-4300	509.44
P25-02067	Printech	055	LCAP_3.38_ DUPLO MASTER ROLLS	010-4300	495.00
P25-02068	Super Duper Inc	380	LCAP_2.5 Materials & supplies for Jennifer R.	010-4300	196.43
P25-02069	AG Designs 805 Inc.	038	LCAP_3.38_ PE CLOTHING	010-4300	256.74
P25-02070	Daktronics, Inc	630	Professional Services / Sierra Linda	010-5800	2,867.81
P25-02071	Bjorem Speech Publications	380	LCAP_2.5 Materials & supplies for Amanda Lee	010-4300	119.25
P25-02072	LEONARDO SAUCEDO LEON AUTO BOD Y SHOP	630	Vehicle Repair #191	010-5632	3,881.15
P25-02073	Renaissance Learning Inc	057	LCAP_3.38 Materials and Supplies	010-5818	869.00
P25-02074	General Binding Corp.	055	LCAP_3.38_ BLANKET PO FOR LAMINATOR FILM	010-4300	200.00
P25-02075	Lakeshore Learning Materials	050	LCAP_5.06_matl/sup New Teacher - L. Rivera	010-4300	257.22
P25-02076	Lakeshore Learning Materials	048	LCAP_5.06_matl/sup New Teacher - A. Cervantes	010-4300	326.44
P25-02077	CN School & Office Sol, Inc Cu lver-Newlin	640	LCAP_2.32_OFFICE	130-4300	242.62
				130-4400	4,110.32
P25-02078	CASBO	620	LCAP_2.30 REGIST. FEE CASBO	010-5200	95.00
P25-02079	AVTECH Software, Inc	640	LCAP_2.32_EQUIP	130-6400	21,076.51
P25-02080	AMICOLOR INC.	210	matl/sup	010-4300	1,681.77
P25-02081	Acorn Paper Products Co	003	MCAULIFFE, RITCHEN, DRIFILL PROJECTS	215-4300	1,922.06
				350-4300	480.51
P25-02082	COSTCO WHOLESALE CORPORATION	054	LCAP_3.38- matl/sup-instructional	010-4300	1,835.33
P25-02083	KHANNA ENTERPRISE DELTA HOTELS MARRIOTT ANAHEIM GARDEN GROV	620	LCAP_2.30 Hotel Reserv for CASTO conference	010-5200	815.68
P25-02084	Ventura Co Office Of Education	320	LCAP_2.20_ Serv Librarians PD	010-5200	900.00
P25-02085	Astra Backflow Inc.	630	Plumbing Equipment / Soria	010-6400	11,961.71
P25-02086	Dept Of Toxic Substances Ctr	630	Environmental Fees / Lemonwood	215-6171	2,940.00
P25-02087	Dept Of Toxic Substances Ctr	630	Bond Funds / Environmental Fees /Doris & Patterson	215-6171	3,384.00
P25-02088	Ventura Co Office Of Education	385	CONF	010-5200	900.00
P25-02089	San Diego Co Supt. of Schools	385	CONF	010-5200	140.00
P25-02090	ALASKA AIRLINES INC	600	CONF	010-5200	306.21
P25-02091	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Repair / Kamala Chiller	010-5632	892.50
P25-02092	Dial Security	630	Professional Services / Alarm Response	010-5800	325.00
P25-02093	United Rentals (North America)	630	Repair / Polar King Trailers	010-5632	1,192.76
P25-02094	Siemens Industry, Inc	630	Professional Services / Marshall	010-5632	1,468.00
P25-02095	United Refrigeration Inc	630	HVAC Equipment	010-4400	2,532.71

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P25-02096	MCINNES RANCH INDUSTRIAL AREA OWNERS ASSOC C/O THE EMMONS CO	315	LCAP_2.19 Services/Association	010-5800	6,342.96
P25-02097	Alliant Insurance Services Inc	600	SERV-Rose Ave School.Bonds.CityOfOxnard	215-5800	4,560.00
P25-02098	Gibbs International Trucks	620	LCAP_2.30 MATRL/ SUPPL	010-4300	5,000.00
P25-02099	ODP BUSINESS SOLUTIONS, LLC	640	LCAP_2.32_MATL/SUP	130-4300	3,000.00
Total Number of POs			616	Total	6,154,456.54

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	548	5,175,530.26
130	CAFETERIA FUND	58	472,713.97
140	DEFERRED MAINTENANCE FUND	1	437,295.35
215	BOND FUND MEASURE I 2022	7	61,062.32
350	COUNTY SCHOOL FACILITY FUND	3	7,854.64
		Total	6,154,456.54

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PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P20-02670	536,318.00	215-6210	BOND FUND MEASURE I 2022/ARCHITECT/ENGINEERING	156,636.00
P20-02671	532,546.00	215-6210	BOND FUND MEASURE I 2022/ARCHITECT/ENGINEERING	156,636.00
P24-00184	45,437.50	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	5,437.50
P24-00185	87,039.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	19,572.00
P24-04215	73,645.00	215-6280	BOND FUND MEASURE I 2022/CONSTRUCTION TESTING	22,500.42
		350-6280	COUNTY SCHOOL FACILITY FUND/CONSTRUCTION TES	22,499.58
			Total PO P24-04215	45,000.00
P25-00217	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P25-00301	1,389.56	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	122.99-
P25-00447	6,000.00	010-4352	GENERAL FUND/LANDSCAPE PLANTS	1,965.19
P25-00653	769.62	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	280.56
P25-00812	7,218.75	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	206.25
P25-00852	53,825.41	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	3,326.76
P25-00893	158.42	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	57.40
P25-00972	106.08	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	77.77-
P25-01022	539.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	22.65-
P25-01033	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,450.00
P25-01160	154.20	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	24.83-
P25-01253	1,805.40	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	600.00
P25-01283	184.42	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	7.14-
P25-01338	369.83	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	96.84
P25-01341	309.21	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	32.17-
P25-01353	374.49	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.44-
P25-01355	204.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	295.62-
P25-01366	37.11	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	49.58
P25-01402	887.95	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.60
P25-01448	72.86	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	14.19
P25-01449	475.12	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	19.87-
P25-01457	54.61	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	6.85
P25-01462	241.14	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	69.14-
P25-01466	1,383.13	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	190.78-
P25-01488	247.68	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	157.82
			Total PO Changes	394,109.14

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 16, 2024

Agenda Section: Section C: Consent Agenda

Approval of the 2024-25 Quarterly Report on Williams Uniform Complaints, First Quarter (Torres)

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2024-25 Quarterly Report on Williams Uniform Complaints, first quarter, as presented.

ADDITIONAL MATERIALS:

Attached: [Quarterly Report on Williams Uniform Complaints 2024-25 1st qtr. \(one page\)](#)

Quarterly Report on Williams Uniform Complaints
[Education Code Section 35186]
Fiscal Year 2024-25



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

District: _____

Person completing this form: _____

Title: _____

Quarterly Report Submission Date:
 (please check one)

- October 31, 2024
- January 31, 2025
- April 30, 2025
- July 31, 2025

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

Please check the box that applies:

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

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

 Print Name of District Superintendent

 Signature of District Superintendent

 Date

Please submit to skrone@vcoe.org

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 16, 2024

Agenda Section: Section C: Consent Agenda

Establishment of Position (Torres/Fuentes)

Establishment

A five hour and forty-five minutes 180-day Campus Assistant position number 12723 to be established at Chavez School. This position will be established to provide additional support in the boys' locker room.

FISCAL IMPACT:

Cost for 1 Campus Assistant position \$31,641.00 LCFF funds. (Establish position)

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 16, 2024

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Fuentes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Classified Action Item 10.16.2024 \(1 pg\).pdf](#)
[Certificated Personnel Actions 10.16.24 \(1 pg\).pdf](#)

New Hires

Barroso Araujo, Jessica T	Paraeducator – Special Education, 5.75 hrs./183 days	09/23/2024
Bejar, Alexis T	Paraeducator – Special Education, 5.75 hrs./183 days	09/23/2024
Burga, Kevin R	Paraeducator – Special Education, 5.75 hrs./183 days	09/20/2024
Gomez, Dulce A	Office Assistant II, 8 hrs./246 days	09/23/2024
Hernandez, Simon R	Custodian, 8 hrs./246 days	09/12/2024
Lopez, Yazmin	Paraeducator – Special Education, 5.75 hrs./183 days	09/19/2024
Moreno, Rosa K	Paraeducator – Special Education, 8 hrs./183 days	09/18/2024
Naotala, Ammaree A	Paraeducator – Special Education, 5.75 hrs./183 days	09/23/2024
Nares, Nadia C	Campus Assistant, 5.75 hrs./180 days	09/16/2024
Sandoval-Gonzalez, Cecilia	Paraeducator – Special Education, 5.75 hrs./183 days	09/18/2024
Sarmiento Carrasco, Roberto C	Paraeducator – Special Education, 5.75 hrs./183 days	09/23/2024
Tellez, Alea G	Paraeducator – Special Education, 5.75 hrs./183 days	09/23/2024
Tellez, Daisy	Paraeducator – Special Education, 5.75 hrs./183 days	09/19/2024
Vazquez Estrada, Rigoberto	Paraeducator – Special Education, 8 hrs./183 days	09/19/2024
Vega, Angelica U	Language Assessment Technician 5.5 hrs./246 days	09/19/2024
Villa, Susana	Paraeducator – General Education, 8 hrs./183 days	09/23/2024
Zuniga, Lynette M	Campus Assistant, 5.75 hrs./180 days	09/16/2024

Limited Term/Substitutes

Apodaca, Dolores R	Child Nutrition Worker (Substitute)	09/11/2024
Arroyo, Maria D	Child Nutrition Worker (Substitute)	09/11/2024
Barroso Araujo, Jessica T	Paraeducator (Substitute)	09/13/2024
Hurtado Garcia, Lizbeth	Campus Assistant (Substitute)	09/11/2024
Kessel, Joel	Child Nutrition Worker (Substitute)	09/13/2024
Lopez, Eveanna	Child Nutrition Worker (Substitute)	09/18/2024
Maifea, Kailani L	Paraeducator (Substitute)	09/16/2024
Manzano, Vanesa M	Child Nutrition Worker (Substitute)	09/11/2024
Martinez, Jared K	Paraeducator (Substitute)	09/13/2024
Martinez De Moreno, Ma De Jesus	Child Nutrition Worker (Substitute)	09/18/2024
Naotala, Ammaree A	Paraeducator (Substitute)	09/13/2024
Ortiz, Veronica	Child Nutrition Worker (Substitute)	09/11/2024
Rodriguez, Tamara A	Child Nutrition Worker (Substitute)	09/11/2024
Santana, Rosa M	Child Nutrition Worker (Substitute)	09/11/2024
Sarmiento Carrasco, Roberto C	Paraeducator (Substitute)	09/13/2024
Vasquez Estrada, Rigoberto	Paraeducator (Substitute)	09/18/2024
Wang, Zhen	Child Nutrition Worker (Substitute)	09/11/2024
Yarbrough Abby J	Paraeducator (Substitute)	09/13/2024

Promotions

Gomez, Edith S	Paraeducator – Special Education, 5.75 hrs./183 days Paraeducator II, 5.75 hrs./183 days	09/19/2024
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Resignations

Ayala, Daniel A	Campus Assistant, 5.75 hrs./180 days	09/20/20204
Martinez, Karina	Child Nutrition Worker, 5 hrs./185 days	09/17/2024

Resignations (cont.)

Nembhard, Jacqueline B

After School Program Site Coordinator, 8 hrs./246 days

09/19/2024

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Christensen, Elsa	Intervention Service Provider	2024/2025 School Year
Esquivias, Jocelyn	Intervention Service Provider	2024/2025 School Year
Haavaldsen, Lynn	Intervention Service Provider	2024/2025 School Year
Alcantar, Victoria	Substitute Teacher	2024/2025 School Year
Ayala Torres, Brenda	Substitute Teacher	2024/2025 School Year
Brooks, Cameron	Substitute Teacher	2024/2025 School Year
Castellanos, Mauricio	Substitute Teacher	2024/2025 School Year
Cruz, Cindy	Substitute Teacher	2024/2025 School Year
Escamilla, Gilbert	Substitute Teacher	2024/2025 School Year
Fuchsman, Jacob	Substitute Teacher	2024/2025 School Year
Garcia, Alexis	Substitute Teacher	2024/2025 School Year
Grandbois, Marina	Substitute Teacher	2024/2025 School Year
Hernandez, Gabriela	Substitute Teacher	2024/2025 School Year
Lee, Claudia	Substitute Teacher	2024/2025 School Year
Nguyen, Alex	Substitute Teacher	2024/2025 School Year
Romero, Marisol	Substitute Teacher	2024/2025 School Year
Rosa, Kathryn	Substitute Teacher	2024/2025 School Year
Samaan, Maya	Substitute Teacher	2024/2025 School Year
Savage, Jennifer	Substitute Teacher	2024/2025 School Year
Tirado, Vanessa	Substitute Teacher	2024/2025 School Year
Trahan, Faustine	Substitute Teacher	2024/2025 School Year
Vasquez, Marissa	Substitute Teacher	2024/2025 School Year

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Amendment No. 001 to Agreement No. 17-49 with Arcadis International Ltd. (formerly known as IBI Group) to Provide Architectural Engineering Services for Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

The District retained Arcadis International Ltd. (formerly known as IBI Group) (“Architect”) to provide architectural and design services for the Rose Avenue School Elementary School Reconstruction Project in August 2017. The contract period for the project was scheduled to terminate in January 2024. Due to an extension of project duration due to City requirements related to the off-site improvements and utility connections, the Architect has incurred additional costs in administrating the project as well as services related to gaining City approval of the off-site improvements and utility connections. The purpose of this amendment is to provide these additional services

FISCAL IMPACT:

\$264,892.00 - Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in consultation with CFW, that the Board of Trustees approve Amendment No. 001 to Agreement No. 17-49 with Arcadis International Ltd. (formerly known as IBI Group).

ADDITIONAL MATERIALS:

Attached: [Amendment #001 \(6 Pages\)](#)

[Agreement #17-49, IBI Group Rose Ave. Recon. - Architectural Svcs \(118 Pages\)](#)

Amendment No. 001 to Architect Services Agreement No. 17-49

The Architect Services Agreement No. 17-49 (“Agreement”) entered into on August 24, 2017, by and between the Oxnard School District (“District”) and Arcadis International Ltd. (formerly known as IBI Group) (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 001 to the Architectural Services Agreement No. 17-49 (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for the Reconstruction of Rose Avenue K-5 School (“Project”);

WHEREAS, the Board of Trustees has taken certain actions to approve the design of the Project;

WHEREAS, the Architect’s design plans for the Project received Division of the State Architect (“DSA”) approval on July 10, 2019;

WHEREAS, the construction of the Project was put on hold pending the availability of future funding and the District has now elected to move forward with the project;

WHEREAS, changes to the DSA approved plans and specifications are needed to include additional scope of work and the Architect is in the process of completing the additional scope design work for the Project and will submit the changes to the DSA for their review;

WHEREAS, the Board recognizes that the timing of the additional scope 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 the Agreement:

AMENDMENT

The Parties agree to add the following language to SECTION 3 of the Agreement:

The definition of the Project is expanded to include additional scope of work as identified in the Architect’s proposal for added scope dated June 25, 2024 identified as Exhibit G hereto.

The Parties agree to add the following language to SECTION 4.1 of the Agreement:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Exhibit G hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit G shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.2.3 Additional Compensation for Additional Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit “G” hereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit “C” and Exhibit “D” 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 (“Additional fee”) for the additional work totaling: **Two Hundred Sixty-Four Thousand, Eight Hundred Ninety Two Dollars and Zero Cents (\$264,892.00)**. **This fee shall include all the work necessary to complete the additional scope of work including the costs of any sub-consultants or any specialty consultants.**

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

It is agreed that, as long as the Architect performs the amended Services in a timely manner, in compliance with the provisions of the original Agreement and this Amendment thereto, and to the satisfaction of the District, payments of the Additional fee shall be made by the District, upon approval by the District of deliverables described in Exhibit G, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase set forth in the Table in Section 5.1.1 of the original Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement No. 17-49 entered into and executed by the Parties on August 24, 2017 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit “G” hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

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

OXNARD SCHOOL DISTRICT:

By: _____
Melissa Reyes, Director, Purchasing

Date:

ARCADIS INTERNATIONAL LTD:

By: _____
Janvi Kanani, Principal

Date:

By: _____
Maurice Macare, Principal

Date:

Exhibit G

Architect's proposal for added scope dated June 25, 2024

Gerald Schober
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Arcadis, a California Partnership
537 South Broadway
Suite 500
Los Angeles, CA 90013
United States
Phone: 213 769 0011

www.arcadis.com

October 25, 2023

Revised February 7, 2024

Revised June 25, 2024

Subject: Rose Avenue Elementary School, Proposal for Additional Services - Extended CA Services

Dear Gerald:

Arcadis is seeking approval for additional services and associated fees associated with the extension of the construction period.

Per the Balfour Beatty SEP 2022 Schedule Update:

Phase 1 Construction Completion: June 8, 2023

Phase 3 Final Completion: January 19, 2024

Per the Balfour Beatty Jun 2023 Schedule Update:

Phase 1 Construction Completion: January 16, 2024

Phase 2 Final Completion: August 23, 2024.

Arcadis Original contract and additional service agreement #004 included A/E fees for contract defined Construction Administration (CA) services for the original duration plus the 6 month increase in construction duration anticipated in the SEP 2023 Schedule Update from June 2023 to January 2024.

Arcadis current A/E services contract obligations:

Contract defined CA services through January 19, 2024.

Close-out services.

Arcadis requested A/E additional services:

It should be noted that our desire is to define this request as a Not-to-Exceed amount to be billed on an hourly basis.

Enhanced CA services beyond contract defined CA services from June 8, 2023 to January 19, 2024 including but not limited to extensive review of an extraordinary number of contractor generated RFI's; extensive review of contractor generated cost proposals and or change order requests; attendance at multiple weekly meetings to resolve contractor generated issues. Arcadis anticipated CA effort at this phase of construction: 20 hour per week. Actual Arcadis Effort: 45.5 hour per week.

Excess effort (28%). \$51,785.00

Additional Phase 1 CA services from 1/9/2024 to 3/1/2024 (6 weeks): \$34,650.00

Arcadis, A California Partnership
October 25, 2023
Revised February 6, 2024
Revised June 25, 2024

CA services Off sites and phase 2:	\$0.00
Extended CA services (duration 4 months):	\$107,400
NTE additional CA due to potential contractor issues	\$71,148.00
Close out services	\$0.00
Total Not To Exceed Fee:	\$264,892.00

These fees do NOT include escalated hourly rates or COLA adjustments over our current contracted hourly rates.

Scope Exclusions

- Work not specifically identified above.

Revision Schedule: The incorporations of the extended construction administration services will commence upon the approval of this additional services request by the District.

Compensation: We propose to provide the above referenced services for the following maximum not to exceed fees of **\$264,892.00** (Two Hundred Sixty Thousand Eight Hundred and Ninety Two dollars).

Invoices shall be submitted monthly based on hours attributed to the scope of work identified above. Invoices for CA services Off sites and phase 2 and Close out services will be billed on percentage completed of the previously authorized services.

Thank you for reviewing this proposal, we look forward to the opportunity to continue to provide services for this 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.

Arcadis, A California Partnership
October 25, 2023
Revised February 6, 2024
Revised June 25, 2024

Sincerely,
Arcadis, A California Partnership

Maurice Macare, AIA, LEED AP
Principal

Jonathan Steel, ARB, RIBA
Principal | Business Unit Director, USA West & Mexico

Acceptance Date

Acceptance Date

Acceptance Date

Gerald Schober, Vice President, Implementation Services
Caldwell, Flores Winters, Inc.

Sincerely,
Arcadis, a California Partnership

Enclosures:
None

OSD AGREEMENT #17-49

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

IBI Group

AND

OXNARD SCHOOL DISTRICT

August 24, 2017

FOR

Reconstruction of Rose Avenue K-5 School

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **24th** day of **August, 2017** by and between **IBI Group**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **4119 Broad Street, Suite 210, San Luis Obispo, CA 93401** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **August 24, 2017**. District and Architect are sometimes individually referred to herein as “**Party**” and collectively as “**Parties**.”

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

1.1 DEFINITIONS. When used in this Agreement, the following terms shall have the meanings set forth below:

1.1.1 “Addendum” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

1.1.2 “Additional Services” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

1.1.3 “Agreement” shall mean this document and all its identified exhibits, attachments and amendments.

1.1.4 “Architect” shall mean the architectural firm listed in the first paragraph of this Agreement.

1.1.5 “Architect Consultant” shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.

1.1.6 “Architect’s Supplemental Instruction” or “ASI” shall mean a small set of drawings which better explains the intent of the design of a building or structure

1.1.7 “As-Built Documents” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

1.1.8 “As-Built Drawings” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

1.1.9 “Basic Fee” shall mean the compensation provided to the Architect for providing Basic Services.

1.1.10 “Basic Services” shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

1.1.11 “Bid” shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

1.1.12 “Bid Set” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

1.1.13 “Bidder” shall mean the person or entity submitting a Bid.

1.1.14 “BIM” or “Building Information Modeling” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

1.1.15 “CDE” shall mean the California Department of Education.

1.1.16 “Change Order” or “CO” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

1.1.17 “Change Order Request” or “COR” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

1.1.18 “CHPS” shall mean Collaborative for High Performance Schools.

1.1.19 “Construction Budget” shall mean the Construction Cost established by the District representative, as amended by the District in its sole discretion.

1.1.20 “Construction Cost” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

1.1.21 “Construction Documents” shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

1.1.22 “Construction Manager” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

1.1.23 “Construction Document Phase” shall have the meaning set forth in Exhibit B.

1.1.24 “Construction Phase(s)” shall mean individual construction contract packages that are bid separately.

1.1.25 “Constructability Review” shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

1.1.26 “Contractor” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

1.1.27 “Contractor Payment Application” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

1.1.28 “Design Bid Build” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

1.1.29 “Design Development Phase” shall have the meaning set forth in Exhibit B.

- 1.1.30 **“District”** shall mean the Oxnard School District.
- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.
- 1.1.32 **“District’s Representative”** shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the **“Estimated GMP”** and the **“Final GMP”**.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.

1.1.45 “Phase” when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

1.1.46 “Potential Change Order” or “PCO” shall mean is a written document before it has been approved and effected by the contractor and owner.

1.1.47 “Principal(s)” shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

1.1.48 “Project” shall mean the project described hereinafter in Section 3.

1.1.49 “Project Budget” shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

1.1.50 “Project Director” shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.

1.1.51 “Project Manager” shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

1.1.52 “Project Schedule” shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

1.1.53 “Prolog” shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

1.1.54 “Request for Information” or “RFI” shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

1.1.55 “SAB” shall mean the State Allocation Board of the State of California.

1.1.56 “Schematic Design Phase” shall have the meaning set forth in Exhibit B.

1.1.57 “Services” shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

1.1.58 “SWPPP” shall mean Storm Water Prevention and Pollution Plan.

1.1.59 “Time Impact Analysis” or “TIA” shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2
EMPLOYMENT OF ARCHITECT

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES. The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3
THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

SECTION 4
SERVICES

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit C**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 Cooperation with District and Other Consultants. The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

4.2.5 Project Management Software. The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit C** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.8 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

4.2.9 Independent Cost Estimates. The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

4.2.10 Inspection of Records; Familiarity with Site and Project. The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.11 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.12 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.13 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and

equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.14 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals** and permits.

4.2.15 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.15.1 Changes Required to Meet Construction Budget. If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits C & D.**

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design, (iii) necessary to comply with applicable laws, rules, or regulations, or (iv) revisions required under Section 4.2.15.1.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not

the result of negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 90 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

SECTION 5

ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**One Million Five Hundred Ninety-Eight Thousand and Ninety Dollars and No Cents
(\$1,598,090.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibits C & D**, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases	
1	Project Initiation Phase 2.0%
2	Development of Architectural Program 2.0%
3	Schematic Design Phase 10.0%
4	Design Development Phase 17.0%
5	Construction Documents Phase 40.0%
6	Bidding Phase 2.5%
7	Construction Phase 20.0%
8	Project Close Out Phase 6.5%
Total Basic Fee 100.0%	

5.1.1.1 Invoices. Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit C**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the

extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee.:

5.4.2.1 Travel and Mileage. Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit C**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an Approval Letter from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR THE ROSE ELEMENTARY SCHOOL RECONSTRUCTION PROJECT**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly,

but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

6.2.2 Assignment for the benefit of creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within 110% of the approved Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 Failure to Cooperate with DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

6.2.8 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 Disregard of District Authority or Direction. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit C** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit C** during each

Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9 **PROJECT SCHEDULE**

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10 **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and

any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION. INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents.

11.1.2 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for

attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.1.3 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

11.2.1.2 Automobile Liability Insurance Minimum of \$1,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance, if applicable, shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect’s insurance and shall not contribute with it.

11.2.4.2 With respect to the Commercial General Liability policy and Professional Liability policy the insurers shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.2.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12 **DISPUTE RESOLUTION**

12 **RESOLUTION OF CLAIMS.** Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the "**Claims Resolution Process**" set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a "**Claim**" shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 **RESOLUTION OF OTHER DISPUTES.** Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.3 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of

Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13

NOTICES

13 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Oxnard School District
Attn: Cesar Morales - Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

IBI Group
Attn: Craig Atkinson - Principal Architect
315 W. 9th Street, Suite 600
Los Angeles, CA 90015

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, non-discriminations laws (including federal and state laws), and any and other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall

at all times require the Architect Consultants to fully comply with such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15
MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

15.2 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

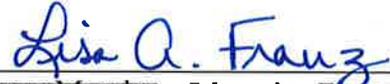
15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: 
Craig Atkinson
Title: Principal Architect
Date: 8/24/2017

District

By: 
~~XXXXXXXXXXXX~~ Lisa A. Franz
Title: ~~Superintendent~~ Director, Purchasing
Date: 9-7-17

Architect

By: 
David Chow
Title: Western Regional Director
Date: 8/24/2017

EXHIBIT "A"

PROJECT



Date: April 14, 2017

To: William Tuculet
IBI Group Inc.
4115 Broad St. Suite B6
San Luis Obispo, CA 93401

From: Jeremy Cogan, Assistant Vice President
CFW, Inc.

Subject: **Architect Selection Package for Rose Avenue K-5 Reconstruction Project and New Seabridge K-5 School**

Dear Mr. Tuculet,

The Board of Trustees of the Oxnard School District adopted a Master Construct and Implementation Program on January 18, 2017, including a proposed project plan for the **Reconstruction of Rose Avenue K-5 School** and the **Construction of a New Seabridge K-5 School**. The Board has approved the budget and schedule for the projects and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work for each project to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architecture Services for these projects.

The Rose K-5 project consists of a complete reconstruction of the existing Rose campus with an entirely new set of facilities, built according to modern State code, District specifications, 21st century educational program requirements, and to a 750-student capacity. The Seabridge project includes a new school designed as a 630-student K-5 school by State loading standards along with a joint use project with the City of Oxnard to construct park space immediately adjacent to the school area. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for the projects. Minimizing re-design efforts required for code compliance, and other regulatory requirements, is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

New facilities for the projects include two-story classroom buildings, libraries, administration spaces, multipurpose rooms, playfields, hard courts, and support spaces. For the Rose site, the new school would be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

6425 CHRISTIE AVENUE, SUITE 270
EMERYVILLE, CA 94608
(510) 596-8170

815 COLORADO BLVD, SUITE 201
LOS ANGELES, CA 90041
(323) 202-2550

1901 S. VICTORIA AVENUE, SUITE 106
OXNARD, CA 93035
(805) 263-6544

At the Seabridge site, the new school facilities, parking and drop off would be constructed along the western portion of the site neighboring Tradewinds Drive allowing the opportunity for a joint use park on the eastern portion along Seabridge Lane.

At this time, we anticipate that the design phase for the Rose project to commence in June 2017 and be submitted to the Division of the State Architect (DSA) in November 2017. For the Seabridge project, design efforts anticipated to commence in August 2017 and be submitted to DSA by January 2018, with construction anticipated to commence by November 2018 and be substantially complete by April 2020. Due to anticipated funding availability at Rose, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

The budgets for both projects were approved by the Board upon adoption in January 2017 of the Master Construct and Implementation Program. The approved budget for Rose includes an estimated Guaranteed Maximum Price of \$22,116,673, and a total "all-in" cost of \$30,209,510 in current dollars. The approved budget for Seabridge includes an estimated Guaranteed Maximum Price of \$20,831,163, and a total "all-in" cost of \$28,568,432 in current dollars.

A process for assigning a qualified architectural firm to the projects has been created to ensure the best use of design team talent, and is described herein. Firms may elect to participate in selection processes for either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Specific proposal parameters, requirements, and submittal guidelines are included. Please review the attached Request for Architectural Services and submit your response by **1:00 p.m. PDT on Friday May 12, 2017** in PDF format, via email to: Jeremy Cogan, Assistant Vice President, Caldwell Flores Winters, Inc. at jcogan@cfwinc.com.

If you have any questions, please direct them to Jeremy Cogan, CFW at (323) 202-2550.

Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District
Architect Selection Package
Reconstruction of Rose K-5 School and
Construction of New Seabridge K-5 School

Prepared by:



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ARCHITECT SELECTION PACKAGE

I. PROJECT DESCRIPTION: DESIGN & RECONSTRUCT ROSE AVENUE K-5 SCHOOL

ORIENTATION

Rose Avenue Elementary School, located at 220 South Driskill Street, is a 9.3-acre school site and was constructed in 1965. The Rose school site is adjacent to single family homes to the north along Santa Lucia Avenue and La Puerta Avenue to the south. The site is surrounded by residential homes to the north, west, and south and bordered by commercial uses to the east. The school operated a Kindergarten through fifth grade education program during the 2015-2016 school year with 31 permanent classrooms and 3 portable classrooms housing 745 students. All existing facilities on the site are located on the northern half of the property.

PROJECT REQUIREMENTS

The District's 2012 Facilities Master Plan (FMP) assessed Rose Avenue Elementary as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment. The construction of a new media center was also recommended. The total cost per the FMP for Rose's modernization was estimated at \$24.5 million in 2012 dollars. This finding was recognized by the 2016 Master Construct Program, as well as the Master Construct and Implementation Program adopted by the Board in January 2017, which instead directs the construction of a new facility based on the Board's adopted specifications estimated to be \$30.2 million in current dollars estimated during the 2016-17 fiscal year.

The new school will be designed as a 750-student capacity K-5 school by State loading standards, and includes a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The new school will be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. The new facility may be accessed from a new parking and drop-off provided along La Puerta Avenue. Once completed, the older structures are to be demolished and replaced with new playgrounds, hard courts, and play fields.

The District is currently engaged in development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than November 2017. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Due to anticipated funding availability, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully

constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Rose site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Rose elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

Rose is among the oldest schools in the District and is an integral part of the Oxnard community. The design team should be thoroughly familiar with the K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Rose K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

The K-5 Rose School has an educational focus on Science and Wellness. Students participate in project based learning experiences with an emphasis on horticulture, eco-systems, and agriculture while incorporating technology into the study of science. Every student and teacher at the school is currently issued a mobile computing device (e.g. iPad) for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Rose facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Rose community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the “all-in” project cost discussed in the Master Budget.

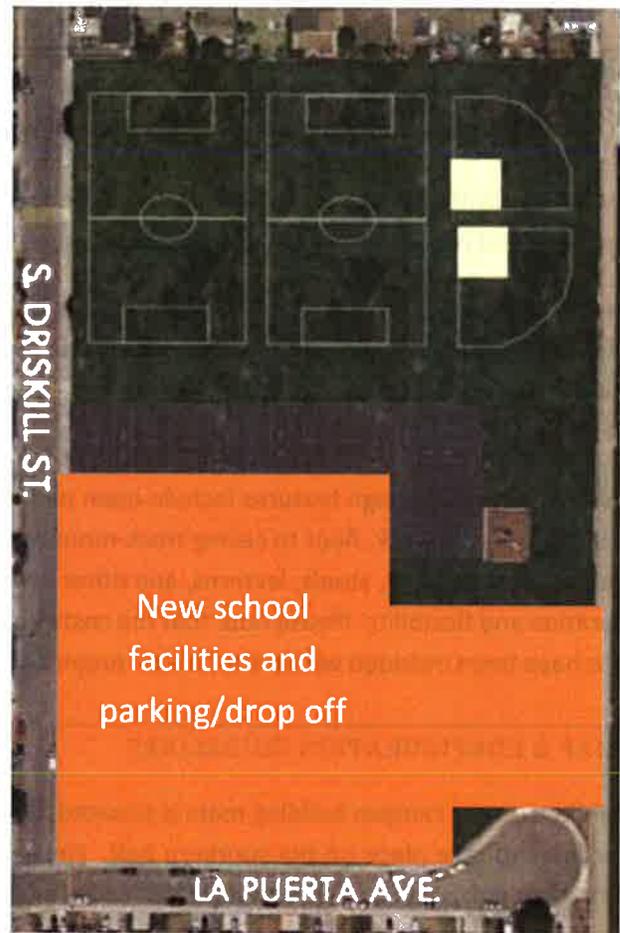
SITE MAP & CONFIGURATION GUIDELINES

Most of the current campus building mass is situated along the northern half of the site and thus permits construction of new facilities to take place on the southern half. Once the new campus is complete, demolition of the old campus will accommodate playfields on the remaining half of the site. Design teams are encouraged to explore configuration options that provide efficient traffic flow and reduce the impact of building massing on nearby homes.

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and neighboring facilities, and promoting the most efficient use and integration of space.

No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities throughout the District.

EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF ROSE AVENUE K-5 SCHOOL



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications that follow reflect Board approved Educational Specifications and a Board approved 750-student capacity by state loading standards for the Rose project per the Master Construct and Implementation Program. To address this capacity in the proposed design first requires prospective Design teams to recognize the variation in State loading standards under the School Facility Program with regard to each type of pupil grant offered. For example, classrooms loaded with a standard educational program for grades K-5 are assumed to house 25 pupils per room. Separately, SDC (Special Day Classroom) Non-Severe has a State loading standard of 13 pupils per classroom and SDC Severe has a State loading standard of 9 pupils per classroom.

It is the District's intent for the 750-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. During the design process the District will evaluate the full needs of its Special Education Program and, in particular, the severely handicapped component of the Special Education Program will require further evaluation.

The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized for Special Education Program students. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Special

Education Program and as may be funded pursuant to the State's School Facilities Program new construction grants for SDC severe and SDC non-severe uses.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	25	24,000
Kindergarten	1,120	4	4,480
Special Ed/RSP/Speech	960	2	1,920
Teaching Space (Total Sq. Ft.)			30,400
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			450
Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200
TOTAL CLASSROOMS		31	
TOTAL BUILT AREA (SQ. FT.)			49,765

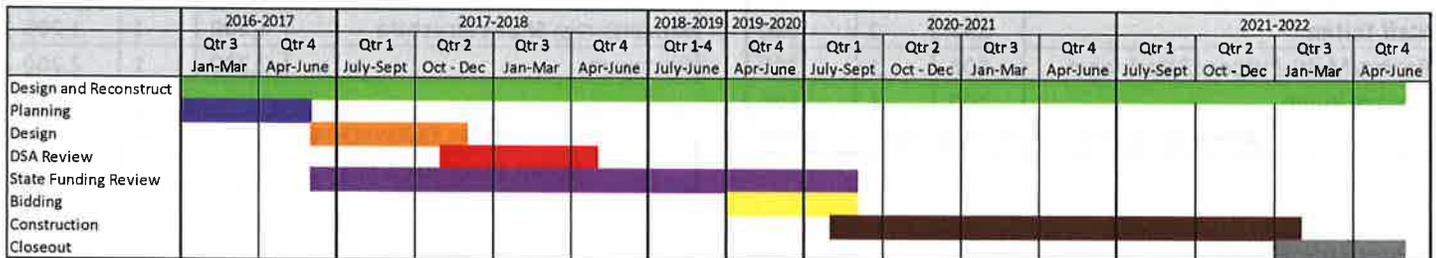
SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is \$22,116,673, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified below include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is \$30,209,510 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including demolition and site work.

Rose Avenue K-5 School Reconstruction		Net Total	Unit	Budget
Teaching Space (27 classrooms and 4 Kindergarten)		30,400	sf	
Teaching Support (RSP, speech, psychologist, flex office)		450	sf	
Kindergarten Support (workroom, toilets, storage)		760	sf	
Administrative Space		3,005	sf	
Library and Resource Center		2,700	sf	
Multipurpose Facility		6,250	sf	
Lunch Shelter		2,800	sf	
Kindergarten Shade Structure		1,200	sf	
Restrooms		2,200	sf	
	Specification Subtotal	49,765	sf	
Building Support & Circulation (18%)		8,958	sf	
Electrical, mechanical, custodial, storage, etc				
Stairways, elevator, covered corridors				
	Building Total	58,723	sf	
Site work, including playfields and parking				
Demolition of existing campus				
General Conditions and Requirements				
Contractor's Bond, CCIP, Risk, and Insurance				
Contractor's Fee and Overhead, Construction Contingency				
	Total Hard Costs / GMP Value	\$22,116,673		
Soft Costs				
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)				
Professional Services (e.g. architect/engineering/other consulting fees)				
Agency fees, Inspection (IOR)				
Environmental, Legal				
Project Contingency				
Other (e.g. preliminary testing, energy analysis, misc.)				
	Total Soft Costs	\$8,092,837		
	"All-in" budget	\$30,209,510		

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.



- Design & Reconstruct Rose K-5 School:**
- DSA Submittal: November, 2017
 - Start Construction: August, 2020
 - End Construction: January, 2022

ORIENTATION

The District acquired the Seabridge school site in June 2013 for the construction of a future K-5 school facility and has filed a grant application with the State Office of Public School Construction (OPSC) for reimbursement of site acquisition costs. The site is approximately 8.8 acres and is located on the southside of the 4100 block of Wooley Road. The site is bounded by Wooley Road to the north, mixed-use development on the west, Seabridge Lane on the east, and a boat channel of the Channel Islands Harbor on the south. The District completed a 2010 Initial Study and Mitigated Negative Declaration pursuant to the California Environmental Quality Act (CEQA).

PROJECT REQUIREMENTS

The new school will be designed as a 630-student K-5 school by State loading standards and include a 25-classroom campus with a library, multipurpose room, hard court play areas, and required support spaces. It is also intended operate its play fields adjacent to the school area as a joint use project with the City of Oxnard. Ongoing meetings involving the District and City of Oxnard continue to coordinate aspects of the property development, including the developer's request for a drainage retention basin on the District's property and design requirements of the joint use park. These activities are also being coordinated with the District's legal counsel.

The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than February 2018. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence by November 2018 and work on the new school facilities is expected to be substantially complete by April 2020.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

Architectural firms proposing a re-use should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible. Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Seabridge site as well as meet the unique requirements of the project, site location, Coastal Commission restrictions, and other considerations as may be relevant. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Seabridge elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

The design team should be thoroughly familiar with the District's educational specifications K-5 education and 21st century learning environments. Successful designs for the new school site will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

Students are anticipated to participate in project based learning experiences with every student and teacher at the school utilizing an iPad for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The District's educational program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Seabridge facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the existing architectural style and character of the surrounding Seabridge areas. Surrounding uses include agriculture to the north, mixed-use development to the west, single-family residential waterfront development to the south, and commercial retail to the east.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the "all-in" project cost discussed in the Master Budget.

SITE MAP & CONFIGURATION GUIDELINES

The diagram that follows is for conceptual purposes only and indicates a preliminary approach to usage of the site in compliance with California Coastal Commission requirements as well as anticipated community access to a joint use park space. In addition to the need to recognize access requirements to playfields and the coastline, proposing firms are advised to consider options to promote building placements and configurations that improve the District's ability to secure the site given limitations on site perimeter fencing. Attention will be paid to the architectural firm's strategy and approach for compliance with anticipated California Coastal Commission requirements. The District has completed prior California Environmental Quality Act (CEQA) findings through an Initial Study and Mitigated Negative Declaration report completed for the site in November 2010 and may be found at the following link: [2010 Initial Study and Mitigated Negative Declaration](#). As previously discussed, coordination efforts involving the District and City of Oxnard continue, including a potential drainage retention basin on the District's property and the design requirements for the joint use park.

Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses in the Seabridge community, and promoting the most efficient use and integration of space.

EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF SEABRIDGE



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications on the following page reflect Board approved Educational Specifications and the Board approved 630-student capacity for the Seabridge K-5 project per the Master Construct and Implementation Program and should be addressed in the proposed design. The approved specifications reflect certain anticipated restrictions as to the size and student population of this compact site and are based on State classroom loading standards of 25 students per standard classroom. With a total of 25 classrooms loaded to approximately 25 students each, a state loading of 625 students can be achieved, closely matching the approved specification.

It is the District's intent for the 630-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Education Program (e.g. Special Education) and as may be funded pursuant to the State's School Facilities Program new construction grants.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	20	19,200
Kindergarten	1,120	4	4,480
Special Ed	960	1	960
Teaching Space (Total Sq. Ft.)			24,640

RSP/Speech Room	480	1	480
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			930

Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760

Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700

Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250

Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200

TOTAL CLASSROOMS		25	
TOTAL BUILT AREA (SQ. FT.)			44,485

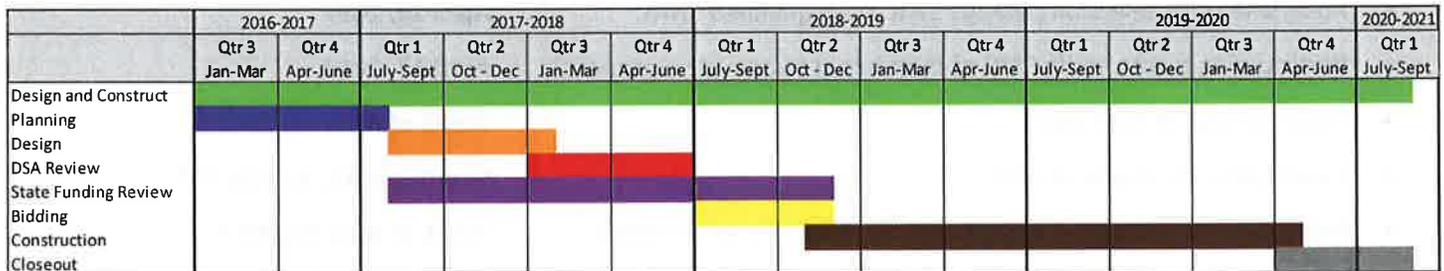
SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is \$20,831,163, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified in the following table include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is \$28,568,432 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including site work.

New Seabridge K-5 Elementary School		Net Total	Unit	Budget
Teaching Space (21 classrooms and 4 Kindergarten)		24,640	sf	
Teaching Support (RSP, speech, psychologist, flex office)		930	sf	
Kindergarten Support (workroom, toilets, storage)		760	sf	
Administrative Space		3,005	sf	
Library and Resource Center		2,700	sf	
Multipurpose Facility		6,250	sf	
Lunch Shelter		2,800	sf	
Kindergarten Shade Structure		1,200	sf	
Restrooms		2,200	sf	
	Specification Subtotal	44,485	sf	
Building Support & Circulation (18%)		8,007	sf	
Electrical, mechanical, custodial, storage, etc				
Stairways, elevator, covered corridors				
	Building Total	52,492	sf	
Site work, including playfields and parking				
General Conditions and Requirements				
Contractor's Bond, CCIP, Risk, and Insurance				
Contractor's Fee and Overhead, Construction Contingency				
	Total Hard Costs / GMP Value	\$20,831,163		
Soft Costs				
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)				
Professional Services (e.g. architect/engineering/other consulting fees)				
Agency fees, Inspection (IOR)				
Environmental, Legal				
Project Contingency				
Other (e.g. preliminary testing, energy analysis, misc.)				
	Total Soft Costs	\$7,737,269		
	"All-in" budget	\$28,568,432		

SUMMARY TIMELINE & SCHEDULE:

The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.



Design & Construct Seabridge K-5 School:

- DSA Submittal: January, 2018
- Start Construction: November, 2018
- End Construction: April, 2020

III. METHOD OF SELECTION

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for both the Rose Avenue K-5 Reconstruction Project and the New Seabridge K-5 School. Firms may elect to submit proposals that are responsive to either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Firms should carefully review the detailed information and submittal requirements contained within this package.

Teams that wish to visit the Rose site to make further observations will be notified of the opportunity for a site visit. CFW will organize a single tour of the Rose site for all interested teams. Please do not visit the Rose site without coordinating with CFW. At this time, a tour of the Seabridge site is not anticipated.

Once the proposal deadline has passed, the District, via its program manager, will begin arranging interviews with firms that have submitted a complete and germane response for one or both of the planned school projects. The design firms should include staff assigned to the project in the interview process. One interview process per firm will be held. For example, should a firm submit a proposal for both projects, one interview with that firm would be held to discuss both projects should the District deem the proposal suitable for interview.

The interview results will be considered along with the proposed design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted with the highest ranked firm(s). Design teams must coordinate in advance a potential site visit at each proposed "re-use" site with the site staff and district facilities department as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

SELECTION SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Rose/Seabridge selection package sent to prequalified firms: **April 14, 2017**
- Participating teams notify CFW of their intent to provide a proposal: **April 17, 2017**
- Potential tour of Rose Site: **Week of April 17, 2017**
- Rose/Seabridge responses due: **May 12, 2017, by 1:00 PM**
- Review of submittals and Rose/Seabridge interviews completed:
(tour may be requested of site(s) proposed for "re-use") **Week of May 15, 2017**
- Recommended selection for Rose/Seabridge announced: **Week of May 22, 2017**
- Board action on recommended Rose firm/execution of contract: **June 21, 2017 or thereafter**
- Board action on recommended Seabridge firm/execution of contract: **August 2, 2017 or thereafter**

The District reserves the right to modify the above schedule at its sole discretion.

SUBMITTAL FORMAT & REQUIREMENTS

General Information: Architects responding to one or both projects are required to provide a single set of responses with regard to General Information about their firm's capabilities, prior experience, and past projects. This information should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project(s) as referenced in the Project Description(s).
2. Provide any recommendations that improve the functionality and effectiveness of the project (s), particularly with regard to delivering the proposed educational program.
3. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the project(s).
4. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.

Site-Specific Information: Architects are required to include a unique and separate response to the following site specific questions for each project they intend to propose for selection by the District. This information should include, but need not be limited to, the following:

1. Detailed review of 2-3 proposed "re-use" projects, indicating whether an entire project, or a combination of several projects are best-suited to be "re-used" for the Rose and/or Seabridge projects. Where a firm is not proposing re-use, recent similar projects may be referenced in-lieu. Project details should include:
 - a. Narrative of "lessons learned" from each of the projects identified. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project;
 - b. Discussion of the complexities of "re-use" or the challenges inherent in creating an untested design and how your firm intends to integrate lessons learned to enhance the quality of the proposed design;
 - c. Confirmation that the design firm has made preliminary arrangements to secure site approval for a visit to review completed project(s) identified, to be toured upon further request by the District and CFW.
2. Discuss the role of the Firm's proposed assigned personnel, the strengths and experience they bring to the Rose and/or Seabridge projects, and their level of participation to be expected on the project(s). If submitting for both projects, please specify staff for each project
3. Provide a line item conceptual cost estimate for the firm's proposed design concepts for the Rose and/or Seabridge projects. Separate cost estimates should be provided for each project. A grand total cost should be provided as a basis for comparison with the "all-in" project budget that integrates hard and soft costs. The estimate should include:
 - a. Your understanding of project details by component, unit, and unit cost in a table format; including a detailed construction cost and schedule analysis. See "Attachment B" – Reconstruction of Rose Avenue K-5 Cost Comparison Sheet and "Attachment C" – New Seabridge K-5 Cost Comparison Sheet
 - b. Adequate notation specifying significant assumptions of the cost estimate(s);
 - c. A separate line item identifying the cost for FF&E the project(s);
 - d. Values in current dollars only—do not escalate your estimates; and

- e. Written comments, if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in a format that maintains compatibility with Microsoft Excel.

Proposal Format

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a single cover letter briefly discussing the firm's conceptual understanding of the project(s) and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project(s) as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components.

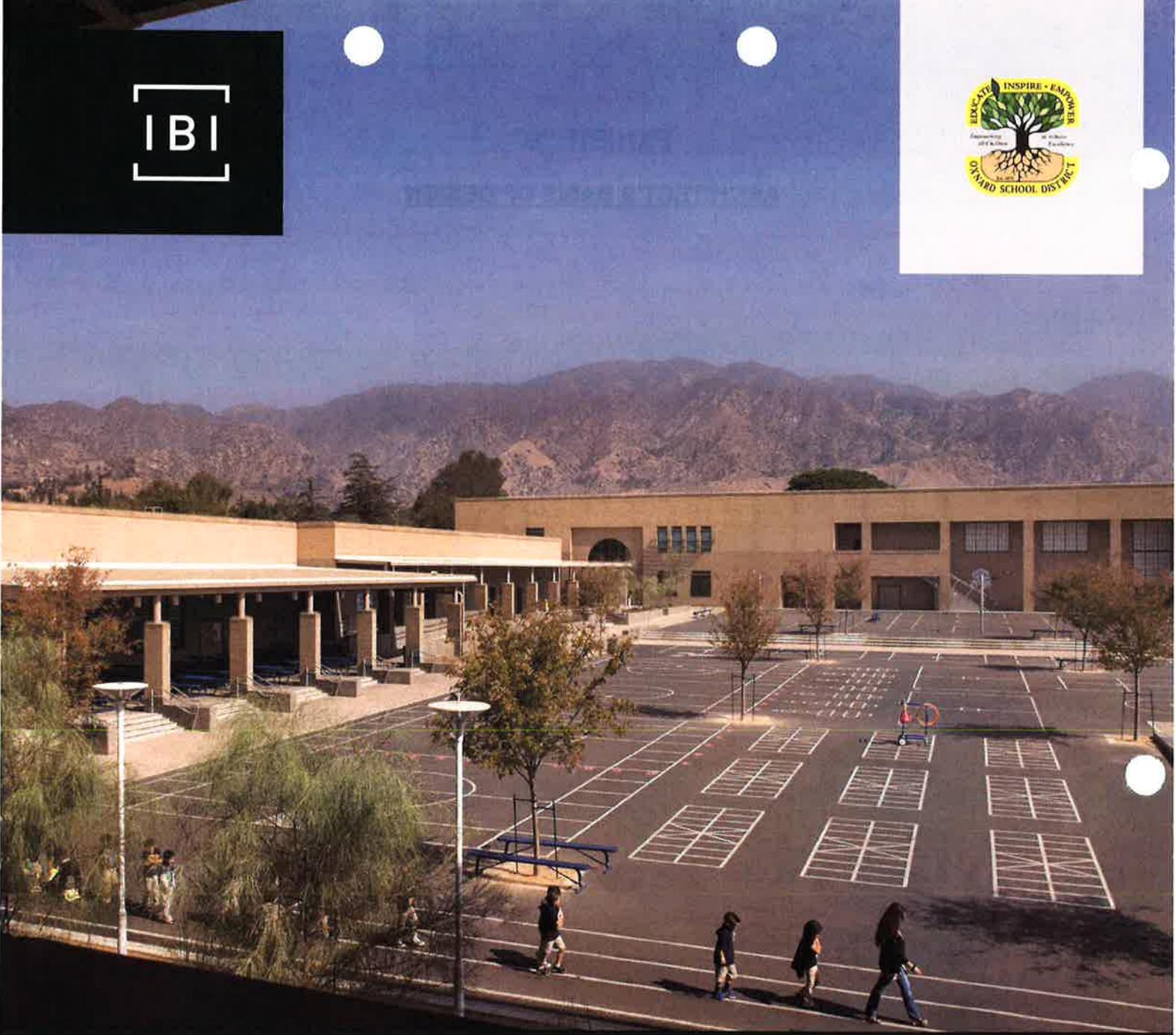
Whether a firm chooses to submit for one or both projects, one integrated proposal submittal is required. Limit response for the General Information requested to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs of past projects. General Information includes the cover letter indicated above. For the Site-Specific Information requested, limit responses for each project proposed to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs to illustrate the design proposals for each project. For Firms submitting proposals for both projects, this amounts to a grand total of thirty (30) single sided 8 ½ x 11 pages and eighteen (18) single sided 11 x 17 pages. The required Attachment B and/or Attachment C does not count within the page limit, nor do pages used primarily for document organization purposes (e.g. front and back cover, divider tabs, table of contents, etc.).

Firms are requested to submit their response within a single file in PDF format (plus Attachment B and/or Attachment C returned in Excel format) via email attachment or a download location provided by email (use of cloud-based services like DropBox or similar service for large file transmittal is acceptable) to Jeremy Cogan at jcogan@cfwinc.com by no later than 1:00 PM PDT, May 12, 2017.

Multiple hard copies of the proposals will be requested and required at the time of interview.

EXHIBIT "B"

ARCHITECT'S BASIS OF DESIGN



Architect Selection Package Reconstruction of Rose K-5 School

Submitted to the Oxnard School District
by IBI Group
May 12, 2017

How do we create learning communities for the greatest thinkers and the most thoughtful people?

By designing a school that would continue to inspire its learners. To provide connections and ways for students to interact with the building and schoolyard and to better understand their impact on the world around them.



View from South Driskill Street



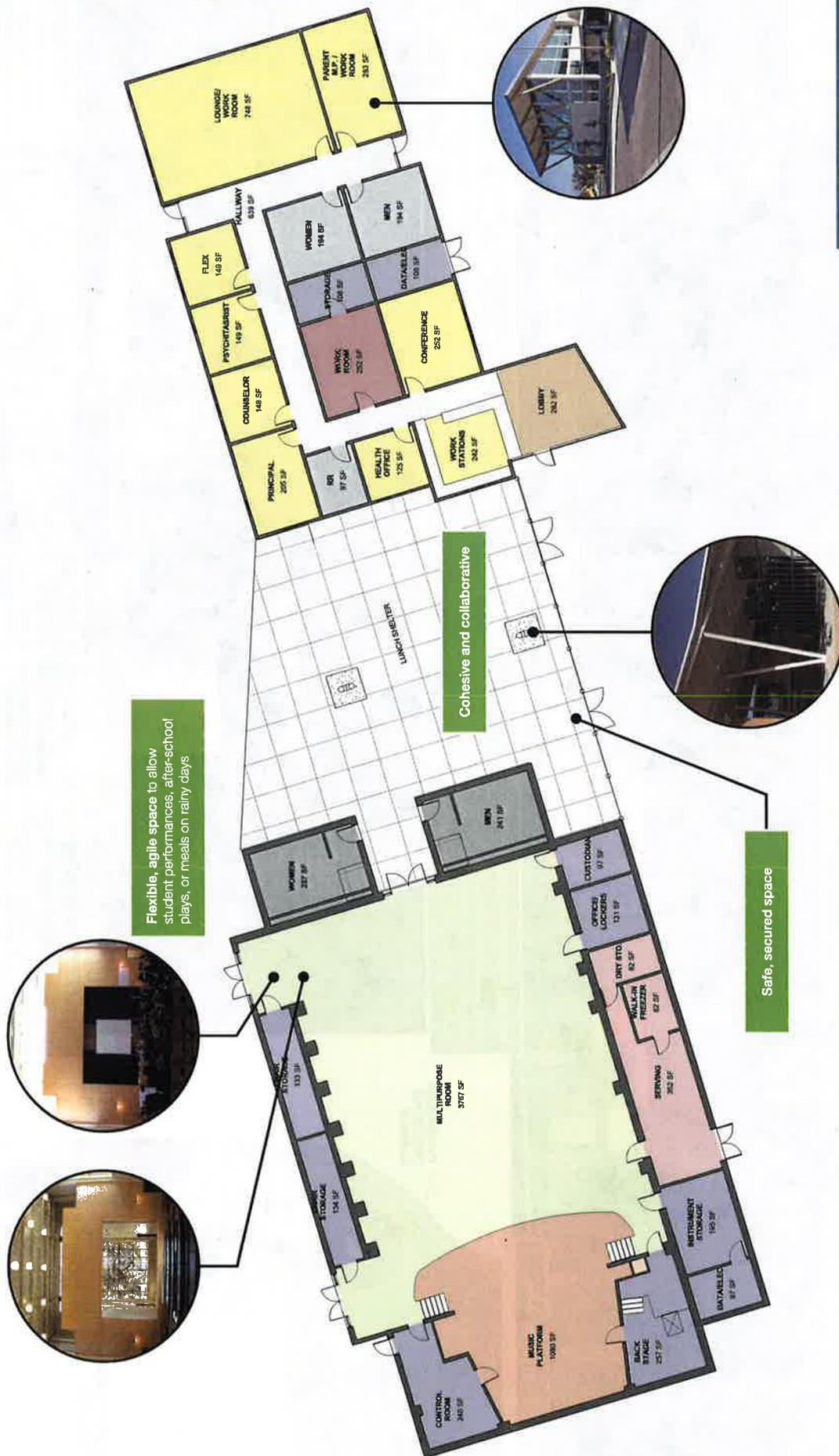
WE ARE FOCUSED ON THE LEARNER

The learner is central to the education process and IBI Group recognizes and honors the shift to individualized learning methods. Our designs and approach reflect this movement, being flexible and adaptable. Individuals are making their own choices in how they learn and our designs encourage opportunities for learning beyond the classroom, as we believe it is a seamless process which extends into the community at large.

WE CONNECT CURRICULUM AND BUILDING DESIGN

Integrating design with teaching tools...like the alphabets engraved on the floor or playing a game to identify the organisms in the surroundings and then categorizing them per the food web and establishing their relationships in the ecosystem.

Students retain knowledge better when they interact with their curriculum. Our mission is to support this process.



Administrative/
Multipurpose Building



Site Layout – Option 2



Defining the cities of tomorrow
www.ibigroup.com

CONTACT US

IBI Group
4119 Broad St., Suite 210
San Luis Obispo, CA 93401

tel 805-546-0433
fax 805-546-0504

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IBI GROUP ARCHITECT SELECTION PACKAGE – RECONSTRUCTION OF ROSE K-5 SCHOOL
OXNARD SCHOOL DISTRICT

Rose Avenue K-5 School				Proposed "Re-use of Plans" School					
Design & Reconstruct School to District K-5 Specifications for 750 students									
Description	Quantity	Units	Total	Description (Same format as District Specification)	Quantity	Units	Variance from District Spec.	Actual Total Cost as Built	Est. 2017 Total Cost as Proposed
Teaching Space			30,400	Teaching Space					
Classroom (25)	24,000	sf		Classroom (25)	24033	sf	33		\$ 8,051,055
Kindergarten (4)	4,480	sf		Kindergarten (4)	4426	sf	(54)		\$ 1,482,710
Special Ed/RSP/Speech (2)	1,920	sf		Special Ed/RSP/Speech (2)	1922	sf	2		\$ 643,870
Teaching Support Space			450	Teaching Support Space					
Flex Room	150	sf		Flex Room	149	sf	(1)		\$ 40,975
Counselor Room	150	sf		Counselor Room	149	sf	(1)		\$ 40,975
Psychologist Room	150	sf		Psychologist Room	149	sf	(1)		\$ 40,975
Kindergarten Support Space			760	Kindergarten Support Space					
Workroom/Storage	400	sf		Workroom/Storage	410	sf	10		\$ 82,000
Toilets	260	sf		Toilets	255	sf	(5)		\$ 70,125
Equipment Storage	100	sf		Equipment Storage	100	sf	-		\$ 20,000
Administrative Space			3,005	Administrative Space					
Lobby/Public Waiting	300	sf		Lobby/Public Waiting	282	sf	(18)		\$ 98,700
Reception/Clerical	150	sf		Reception/Clerical	150	sf	-		\$ 52,500
Principal's Office	200	sf		Principal's Office	205	sf	5		\$ 56,375
Administrative Assistant	75	sf		Administrative Assistant	92	sf	17		\$ 25,300
Conference Room	250	sf		Conference Room	252	sf	2		\$ 81,900
Work/Main Copy Room	250	sf		Work/Main Copy Room	252	sf	2		\$ 56,700
Health Office	100	sf		Health Office	125	sf	25		\$ 37,500
Nurse/Health Clerk	75	sf		Nurse/Health Clerk	75	sf	-		\$ 20,625
Health Office Toilet	65	sf		Health Office Toilet	97	sf	32		\$ 48,500
Workroom/Lounge	600	sf		Workroom/Lounge	598	sf	(2)		\$ 194,350
Kitchenette/Vending	150	sf		Kitchenette/Vending	150	sf	-		\$ 52,500
Staff Toilets	390	sf		Staff Toilets	388	sf	(2)		\$ 164,900
Parent/Multi-Purpose/Workroom	300	sf		Parent/Multi-Purpose/Workroom	283	sf	(17)		\$ 99,050
Storage Room	100	sf		Storage Room	108	sf	8		\$ 21,600
Library and Resource Center			2,700	Library and Resource Center					
Circulation Desk	50	sf		Circulation Desk	50	sf	-		\$ 20,000
Work/Processing Room	200	sf		Work/Processing Room	196	sf	(4)		\$ 63,700
Storage Room	100	sf		Storage Room	108	sf	8		\$ 21,600
Reading Room	900	sf		Reading Room	900	sf	-		\$ 360,000
Story Telling Nook	400	sf		Story Telling Nook	400	sf	-		\$ 140,000
Stacks	400	sf		Stacks	400	sf	-		\$ 160,000
Textbook Storage	200	sf		Textbook Storage	209	sf	9		\$ 47,025
Small Breakout Room	300	sf		Small Breakout Room	299	sf	(1)		\$ 97,175
Tech Work/Storage Room	150	sf		Tech Work/Storage Room	150	sf	-		\$ 37,500
Multipurpose Facility			6,250	Multipurpose Facility					
Multipurpose Room	3,500	sf		Multipurpose Room	3767	sf	267		\$ 1,600,975
Chair/Table Storage	200	sf		Chair/Table Storage	267	sf	67		\$ 53,400
Control Room	75	sf		Control Room	240	sf	165		\$ 54,000
Music Platform	1,400	sf		Music Platform	1080	sf	(320)		\$ 432,000
Instrument Storage Room	200	sf		Instrument Storage Room	195	sf	(5)		\$ 43,875
Serving/Prep Kitchen	350	sf		Serving/Prep Kitchen	352	sf	2		\$ 176,000
Walk-in Refg/Freezer	150	sf		Walk-in Refg/Freezer	82	sf	(68)		\$ 41,000
Dry Storage	75	sf		Dry Storage	82	sf	7		\$ 16,400
Locker Alcove	50	sf		Alcove	0	sf	(50)		\$ -
Office/Workstation	75	sf		Office/Workstation	131	sf	56		\$ 39,300
Toilet/Changing	75	sf		Toilet/Changing	1	sf	(75)		\$ -
Custodial Services	100	sf		Custodial Services	97	sf	(3)		\$ 33,950
Utility/Support Spaces				Utility/Support Spaces					
Electrical/Data Room	-	sf		Electrical/Data Room	273	sf	273		\$ 54,600
Elevator Machine Room	-	sf		Elevator Machine Room	76	sf	76		\$ 15,200
Janitor Rooms	-	sf		Janitor Rooms	150	sf	150		\$ 52,500
Lunch Shelter	2,800	sf	2,800	Lunch Shelter	2800	sf	0		\$ 280,000
Kindergarten Shade Structure	1,200	sf	1,200	Kindergarten Shade Structure	1200	sf	0		\$ 102,000
Restrooms	2,200	sf	2,200	Restrooms	1540	sf	-660		\$ 654,500
Exterior Circulation	-	sf	-	Exterior Circulation	5353	sf	5353		\$ 1,070,600
Elevator	-	sf	-	Elevator	1	ea	1		\$ 150,000
Subtotal			49,765	Subtotal					\$ 17,300,485
Allowance for Sitework (Includes Covered Walkways)	9.3	ac		Allowance for Sitework (Includes Covered Walkways)	9.3	ac	0		\$4,861,296
Total Costs				Total Costs					\$ 22,161,781
Total Hard Costs				Total Hard Costs					\$ 22,161,781
Total Soft Costs				Total Soft Costs	36	%			\$ 7,978,241
Total Contingency (Included in Soft Costs)				Total Contingency (Included in Soft Costs)					
Total Estimate Project Costs									\$ 30,140,022

Conceptual Estimate Assumptions:

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.

Conceptual Cost Estimate

Cost Estimate – Rough Order Of Magnitude

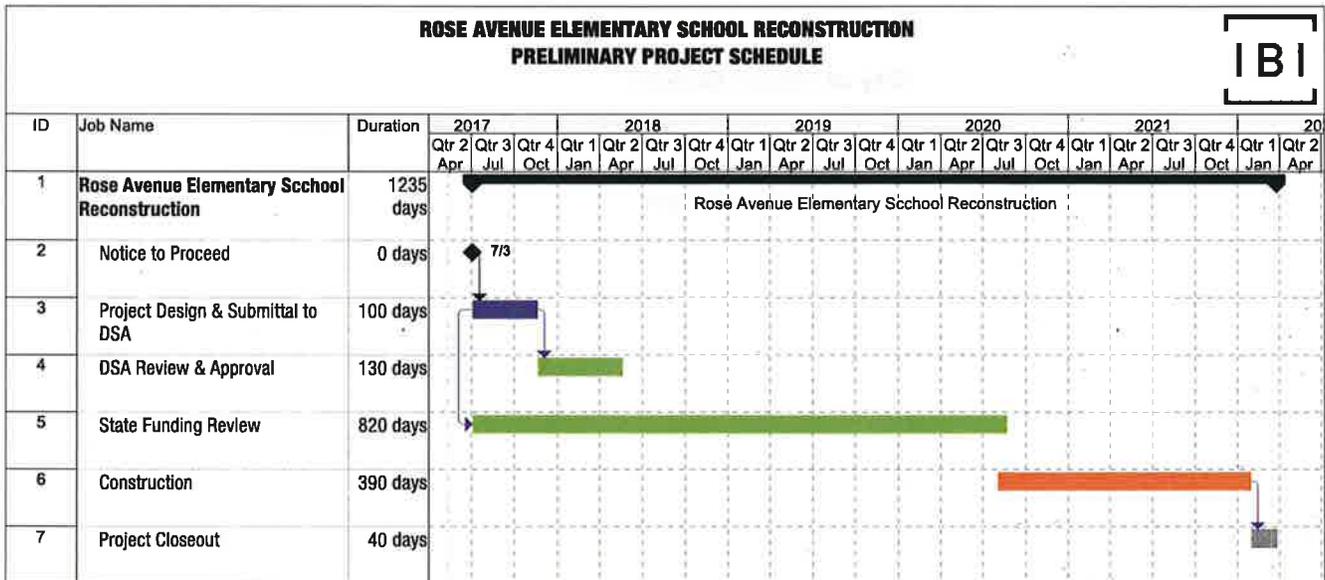
IBI Group has a strong history of understanding the design and construction influences that affect project budgets. We emphasize on-going cost control and apply it throughout all the design phases to assure the project is meeting your budget goals. With this in mind, we “design to budget” as well as provide exceptional design.

Proper cost budgeting and scope control starts at the very inception of the project. It will be the Client’s, the Lease Leaseback Contractor’s, and IBI Group’s responsibility to insure that the project’s financial goals are achievable and met. To assist in this determination, IBI Group offers its history of project cost estimating. IBI has worked in the public educational cost arena for over 40 years. And during that time, the cycle of economic forces have never been static. We task ourselves, each project, to understand the actual current conditions, local factors, period when construction will actually start, in order to be able to strategize maximizing limited funds. We will work together to review the budget and identify any concerns. If a District’s budget is not compatible with their wishes or expectations, it needs to be addressed at the beginning of the project. IBI typically wants to be involved in providing input to the entire project budget, not just the construction cost. Fees, insurance, utility connections, furniture and equipment, phasing, interim housing, and

moving/relocation expenses (along with other costs) are often left out by others or not enough contingency is included. All of these costs need to be considered as part of the total project cost. We highly recommend the District retain adequate contingency for both design and construction phases.

Our standard practice for a project of this size, is to retain independent construction cost estimating specialists which have reviewed the project in relation to the Conceptual Budget. Close coordination with District staff in regard to material selections, construction approaches, and regional labor and cost issues are integrated during the entire process. Statements of probable cost are prepared and reviewed at each phase of the work. Careful evaluations of the project’s design are done, including long-term cost benefits vs. the efforts to balance initial construction costs along with on-going costs of maintenance and security if you are to have a meaningful budget. By validating the cost estimate at each phase, making adjustments to the plans as required to maintain budget, we have found the project cost to be predictable. We refer to this as the “Principle of No-Surprises.”

Please see Attachment B on the following page for our full Cost Estimate.





Janvi Kanani AIA, LEED AP

Project Manager

Janvi has over thirteen years of experience in education, commercial and public building projects. Her experience and understanding of the construction process allows her to guide a project from design through completion. Her passion and knowledge for sustainable design enables her to incorporate strategies that consider the environment, building efficiency and user satisfaction. In addition, Janvi has a strong background in graphics and 3D computer visualizations which she uses to help Clients visualize a project from initial concepts to a final design.

+ Education

- Kamla Raheja Vidyanidhi Institute for Architecture, Mumbai, India, Bachelors of Architecture (2001)
- Cerro Coso Community College, Ridgecrest, CA Associates in Science, Digital Animation

+ Registrations

- Registered Architect, California, USA C36379
- Registered Architect Mumbai, India CA/2002/29311
- LEED Accredited Professional
- Diploma in Basic Programming and Computer Operations
- Revit Architecture 2012 Certified Associate/Professional

Representative Projects:

Allan Hancock College

- Industrial Technology Complex & P.E. Fields
- Science & Skills Building, Audio-Visual System
- VOIP Copper Cable Project

Cuesta College

- Learning Resource Center – North Campus

West Valley-Mission Community College District

- West Valley College Campus Center Renovation (LEED Certified)

Greenfield Union School District

- Mary Chapa Academy Admin/Library (on the boards)

Santa Paula Unified School District

- Isbell Middle School Flex Labs (on the boards)

Paso Robles Unified School District

- Agriculture CTE Center
- Independent Studies Center

City of Santa Maria

- Multi-Modal Transit Facility
- Atkinson Park Community Center
- Police Department T.I.

City of Arroyo Grande

- Police Station Expansion Needs Assessment and Feasibility Study
- New Police Station



Osleide Walker
Senior Design Manager

Ms. Walker's design talents are formed by her international background. She believes that well designed, sustainable buildings create environments that promote wellness and maximize student achievement. Therefore, all her design work is driven by the program and designed to reduce the overall impact of the built environment on human health. Her designs are executed with a genuine sense of style, flare, fun and functionality.

She also influences the practice by sharing her experience and creativity. She has applied her design and planning talents to many of the firm's most engaging projects and is responsible for moving BIM (Building Information Modeling) forward and contributing to the numerous educational awards won by the firm. Ms. Walker was the senior LEED Manager for our recently awarded Monroe Community Wellness Center (Health Clinic) – LEED Silver Certification.

+ Education

- Escola Technica Federal da Bahia, Brazil, Edificacoes, 1988
- New School of Architecture, San Diego, California, 1991
- Bachelor of Architecture, California Polytechnic University Pomona, 2000

+ Memberships/Accreditations

- Montebello Unified School District Chair of the Advisory Board for the Architecture, Construction, Engineering (ACE) Pathway to College and Career
- Saddleback College Chair of the Advisory Committee for the Architecture Department

Representative Projects:

- Monroe Community Wellness Center (Health Clinic) and James Monroe High School Marquee Sign, County of Los Angeles Department of Public Works, LEED Silver Certification – Senior Designer and Project Manager. August 2011 through January 2015.
- Valley Region Middle School Campus (converted Polytechnic High School Freshman Center and Adult Education Facility)/Richard E. Byrd Middle School/Marquee Signs), Los Angeles Unified School District, Sun Valley, CA – Senior Designer. May 2008 through January 2015
- Hull Middle School and Marquee Sign, Torrance Unified School District – Senior Designer and Project Manager of new one story neighborhood campus for 750 students. May 2010 through August 2013.
- Fern Elementary School, Torrance Unified School District – Senior Designer and Project Manager of two story classroom and multipurpose building addition to existing historical campus. January 2010 through August 2013.
- New City School and Colegio New City, Long Beach Unified Charter School – Senior Designer and Project Manager and construction management to the conversion of existing retail store front into a charter school for approximately 300 K-12 students. July 2010 through January 2012.
- Sylmar Language Academy (Valley Region K-8 Span School #1), Los Angeles Unified School District – Senior Designer and Project Manager for a span school for 1050 students on a 7 acre site. September 2010 through December 2013.
- Applied Technology Center, Montebello Unified School District – Senior Designer and Project Manager for a new 60,000 sq ft technical education facility, including Career pathway High School for hospitality, health, construction, engineering, architecture, and public services Career pathway High School. October 2007 through December 2011 (Two Phases).



Craig Atkinson AIA, NCARB, LEED AP BD+C

Project Architect

Craig is an Associate Architect with more than 24 years of experience in the design and construction of education projects. He has been chosen to lead your project because of his knowledge and extensive “know how” in educational project consensus building, design, planning, project delivery, and quality control. Craig’s years of project management experience for clients throughout California has made him a firm resource for client and community relations and quality control within IBI Group.

Representative Projects:

+ Education

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture (1990)
- Danish International Studies, Kobenhavns Universitet, Copenhagen, Denmark (1988-1989)

+ Registrations

- Registered Architect, California C-25387
- LEED Accredited Professional

Oxnard School District

- Norman Brekke Elementary School
- Haydock School Modernization
- Emilie Ritchen Elementary School

Paso Robles Unified School District

- Agricultural CTE Center
- Independent Studies Center

Orcutt Unified School District

- Child Care/Spec. Services Office
- Orcutt Jr. High School Gym Modernization
- District-Wide Modernizations; Multiple Projects

Kern County Superintendent of Schools

- North Kern Community School, Delano
- Southeast Career Center

Allan Hancock College

- Industrial Technology Building
- Science and Skills Building
- Audio-Visual VOIP Copper Cable Project

Proposed Design Personnel

2



William R. Tuculet AIA

Principal Architect

Bill is the Principal-In-Charge of the IBI Group - San Luis Obispo office. With over 40 years of professional experience and 36 as Principal Architect, Bill remains active as the office leader and designer. He has received many awards over the years. Bill has led multiple remodel, modernization and new construction efforts for several Districts around California, including the Oxnard School District. Bill has completed projects on most of the District's sites and is familiar with the Oxnard community. Bill acts as conductor and will assign and coordinate the efforts of all IBI Group staff and consultants as well as contributing his talent and experiences to each specific project.

+ Education

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture (1971)

+ Registrations

- NCARB# 28698
- 1976: Registered Architect, California #C-8702
- 1987: Registered Architect, Nevada #1950
- 2002: Registered Architect, Florida #AR91479
- 2010: Registered Architect, Arizona #50838

Representative Projects:

Oxnard School District

- Class Size Reduction Portables (14 Campuses)
- Norman Brekke Elementary School
- Haydock School Modernization
- Emilie Ritchen Elementary School
- Fire Alarm Installation (11 Campuses)

Paso Robles Unified School District

- Paso Robles High School Modernization; Gym Addition; 2-Story Classroom Building
- CTE Agriculture Building
- Paso Robles High School Practice Gym

Pleasant Valley School District

- Master Planning/Facility Assessments
- Thirteen (13) Elementary School Modernizations
- Three (3) New Elementary Schools

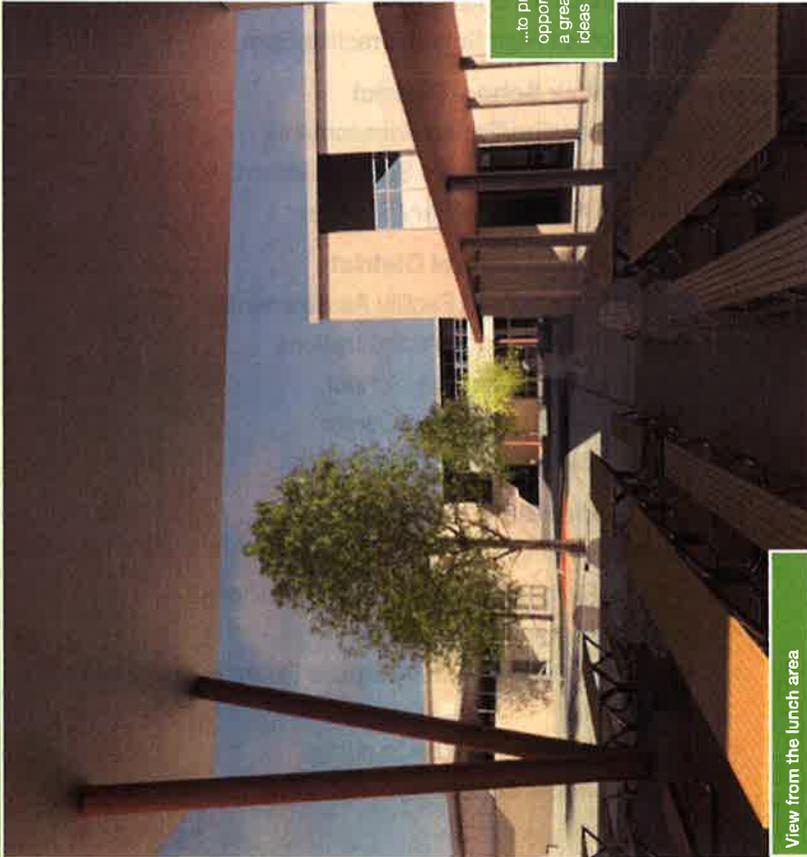
San Jose Unified School District

- Master Planning and Facility Assessments
- Eight (8) High School Modernizations
- Anne Darling Elementary School
- Administration and Media Center
- Three (3) New Science Buildings

Milpitas Unified School District

- Master Planning/Facility Assessments
- Eight (8) Elementary School Modernizations
- Four (4) Elementary Schools
- Milpitas High School Multipurpose Room Building; Math/Science Building; Food Court
- Two (2) High School New Buildings
- Milpitas Middle School Modernization

Connect learning with the integration with the surrounding physical environment...



View from the lunch area

IBI Group's thinking is to identify features and design techniques that emphasize a student focused building...
...to encourage collaboration and utilize floor spaces for transitioning and connecting students to their exterior physical environment.



Creative activity and stimulating play are as important to raising healthy children as food, shelter and attention from caring adults.

...to provide hands-on learning opportunities as research shows it is a great way to link new concepts to ideas that children already understand



Outdoor Planting area

Outdoor planting areas extend the classrooms to the exteriors

Ideas that Express Instruction: In the Collaboration Court, there would be a water source to allow wet activities. There would be a few fixed seating arrangements for informal gatherings. The building materials and colors could be articulated with different textures and colors explained. In addition we have shown outdoor planting area, children’s garden area, and outdoor learning/collaboration areas that will provide a variety of outdoor learning opportunities that will further the science and wellness mission of **Rose Avenue K-5**. The glazing could be stippled or fritted to explain patterns and light. Both levels could express the different grade level learning concepts by writing metric measurements beside US/Imperial number values. These ideas can take a variety of forms both on the exterior and interior of the classrooms. It is our intention to brand the campus to promote a sense pride for the school and the surrounding Community. The school will become a reflection of the Rose Avenue K-5 Vision Statement:

“Rose Avenue Elementary-The School of Science and Wellness, is dedicated to recognition “of the unique value of each person; providing active learning in a safe, supportive environment; developing as a neighborhood school community, and promoting a partnership between family and school” – Rose Avenue Elementary Vision

Most of the classroom space will have at least two exterior walls which allow for the natural light source to come from different directions if one side is closed off. The breezeway connects the two classroom buildings and creates a visual connection to the Collaboration Court. The building would have thematic art or illustrative elements.

The Media Center is central to the campus and provides a variety of break-out spaces for smaller groups to work quietly. The Media Center will also provide technology to allow the learner to participate in both class and self-directed exploration.

Design Concept 2

Design Concept 2 is very similar to Concept 1 in the placement of buildings and learning ideas that instruction. The main idea here is we have designed the site to further separate the transportation modalities. First we locate the parent drop-off on Driskill Avenue while the drop-off for Kindergarten is located on La Puerta. The bus drop-off uses the private access to the west to allow for safe pick-up and drop for students away for the vehicular traffic. A covered waiting area can be designed to accommodate this area. The main parking area for staff and Multipurpose has been located off of Driskill Street for easy access.

This configuration also allows for the separation of the hardcourt areas for upper and lower grade play areas. This provides an even better connection for outdoor learning areas to the east of the classroom buildings.

Re-Use Challenges

The inherent challenge in a complete re-use of plans is two-fold. First and foremost is find a set of plans that matches the District and the School’s educational pedagogies, vision, goals and budget. Second as contractual liability has become more complex it will be a challenge to do a complete re-use without the approval of the District who the school was originally created for. It is with those two challenges in mind that IBI Group has chosen to use successful projects as a basis of design and provide the Oxnard School District with a design that is focused on the Learner at Rose Avenue.

Site Visits

The schools that we have outline in this proposal are all still clients and amenable to site visits to view these projects. Upon request we can make calls about specific dates once they are known.



Design Concept 1

In the design of the site we first took into consideration the opportunities and challenges that the site presents as follows:

- Existing campus buildings to the north
- Traffic flow around the site buses, drop-off
- Location of athletic facilities for potential community use
- Wind direction (primarily from the west)
- Neighborhood scale

The facilities are placed so that the more public facilities Administration and Multipurpose are located facing Driskill St. with their single story elements providing similar scale to the surrounding residential area. The vehicular circulation separates the bus drop-off on Driskill St. from the parent drop-off on La Puerta Avenue. The Kindergartens are placed facing La Puerta for convenient drop-off of the Kindergarten students. The adjacent parking area in the staff lot could also have temporary parking to allow for the short term parking of Kindergarten parents to allow them to walk their students to class. This concept provides for visitor parking on the corner. The layout of the site also provides for parking on Driskill St. to accommodate the Multipurpose and the fields while providing secured staff parking to the east. The athletic fields which will support either three (3) U12 soccer fields or one full-size field are separated from the main campus by the hardcourt play area.

The site concept also features significant spaces for outdoor learning which are provided on the interior quad and to the east of the classroom buildings which will be design as outdoor collaboration spaces that will accommodate a variety of group sizes. The design of these outdoor connections is a cornerstone of "Next Generation Learning" facilities.

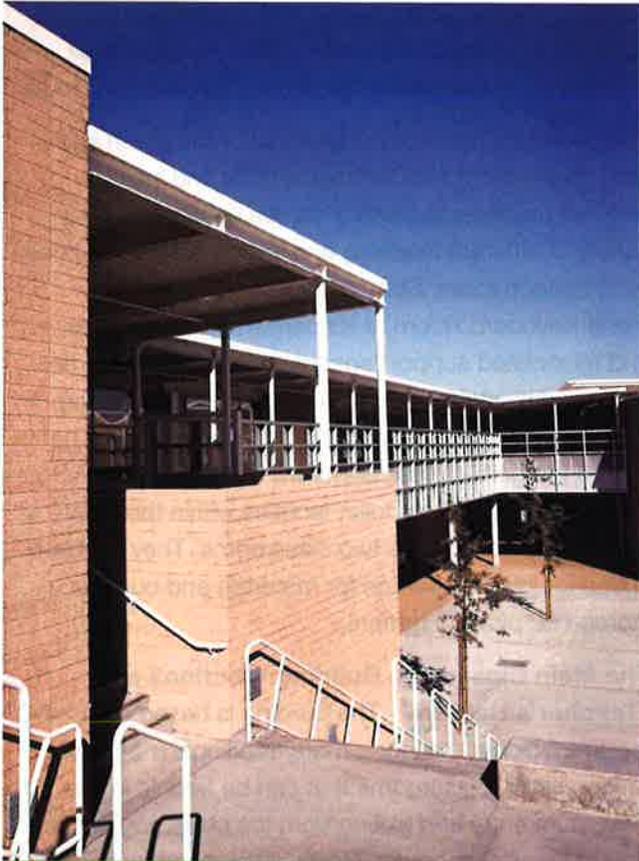
The Administration building with its simple design and shed roof structure along with the MPR signals the main point of entry for the campus. The Administration building reaches out to grab the visitor and welcome them into the campus in a secure and controlled manner. Once in the Administration area the visitor can be directed to where they need to go on the campus.

Bridging the two structures is a structure that can also serve as a covered lunch area. These two buildings together form the west edge of the Collaboration Court.

The two-story classroom buildings for the south and east perimeter of the Central Campus and include 20 Flexible Classrooms that can be configured for a variety of different teaching and furniture configurations, RSP/Speech room, Special Education Classroom, Piano Keyboard Room, 4 Kindergartens, restrooms, and associated support spaces. The 2nd level will be accessed by stairs and an elevator. The student and staff restroom spaces are stacked on each level. The four Kindergarten classrooms will be at ground level and will have separate toilet facilities within their area, to be shared between the two classrooms. They will have space for internal storage for materials and outdoor storage for play equipment.

The Main Classroom Building functions as "Teacher's Helpers"- The building is based on a 24'-0" module which allows for a more traditional linear layout while creating classrooms that can be flexible in use. The classroom entry and exiting from the classroom faces inward to a Collaboration Court which can be used by students during recess to gather and relax. During class hours the court can be used as an instructional space where a whole class, small group or individual occupies the space to do group or independent learning. This provides teachers, aids, resource specialists with a variety of ways they can use the buildings to vary how they interact with the students. A roof and west and north facing glazing extends over the collaboration space providing cover from the weather, diffused light but will not need to be conditioned.





DOOLEY ELEMENTARY SCHOOL



Next Generation Learning Environments

21st century learning, when deeply explored, challenges traditional school organization, roles of teachers, learning activities of students, parent/community relationships and expectations for access to technology. All educational research related to our changing political, economic, and technological world calls for drastic shifts in the fundamental purpose and process of learning. Schools are adapting their programs, organization and classroom deliveries to instill the values and skills needed for success in the 21st century, and to be relevant to fully engage our current technology-bred, digital students.

Research in life-long success indicates that our traditional focus of school core subjects are still important, but are no longer sufficient for success in the changing world. Instead, students need to learn the skills critical to navigating and succeeding in the new socio-economic landscape where change is the byword.

The facilities and environments that allow the student and instructor to thrive often are larger than the traditional 30' x 30' square room, providing mobility and movement to work and explore. Spaces should have flexible and versatile technology and furnishings, and they should provide acoustical separation while still allowing visual connection. Natural lighting, ventilation and views are important to student and staff comfort. Colors and graphics are employed to provide vibrancy. Materials installed in the construction will have low VOCs (volatile organic compounds) to provide a green and sustainable environment. Outdoor and indoor connections allow integrated learning opportunities as well as a feeling of connectedness to the larger world.

Students should occupy spaces that allow them to become global learners which will enable them to live, work and play in their adult futures. Education for the 21st century includes creative thinking, critical thinking and problem solving, communication, and collaboration skills, learned in an environment that fosters social/emotional skills development, measured risk-taking, and an understanding of the global connections to individual actions.



We connect curriculum and facility design. IBI Learning+ is at the forefront of transforming existing space into next generation learning environments. We have been at the forefront of designing spaces that are both adaptive and agile enough to change with the instructor, the learner, and educational pedagogy.

We embrace technology in the learning process. IBI Learning+ is a diverse practice and we have the knowledge base and capacity to integrate technology into the fabric of an education facility at the very beginning of design. Technology is not only a tool for the learner, but rather an opportunity for them to be involved their learning process.

We are engaged within the community. From the very beginning IBI Group has understood that our work in the Oxnard Unified School District is an integral part of the community it serves. We at IBI are invested in creating environments for learners to thrive while also being hubs for community activity. First and foremost, we support the realization of your vision through our partnership to create optimal Next Generation Learning Environments. Our partnership with the District on not only the analysis of the project needs but the issues related to the development of a school in an existing neighborhood. Through a series of Community meetings at the school campus we will assist the District with keeping the Community engaged with the project.

Design Concept: Next Generation Learning

Public education for future generations challenges us to look beyond traditional forms of learning and instruction to envision learning communities that enable educators to collaborate, share best practices and integrate Next Generation skills into classrooms. This means creating relevant, real world, 21st century environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We work with numerous Districts to understand how they want to deliver educational pedagogy and then respond with the appropriate facility design.

We believe learning should be contextual and relational, not just rigid adherence to skill-building. We understand teaching and technology ought to be seen as the 'invisible tools' in the learning encounter. Meaningful learning is interactive.

Learning doesn't only happen in classes or groups, it happens individually. Each student comes with his own readiness, frame-of-reference, topical aptitude, rate of learning and socialization maturity, all of which influence the learning outcomes. Today's students reside in a more connected universe. We understand their journey isn't about mastering the 'habit-trail', it's about mastering the realm.

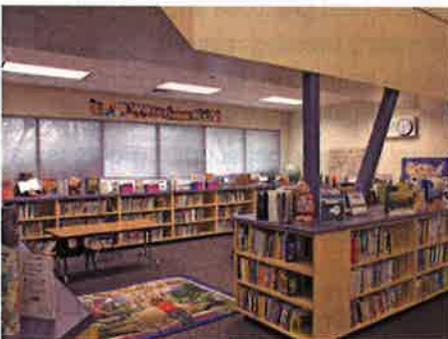
Site-Specific Information

Project Design Review

1



ANNE DARLING ELEMENTARY SCHOOL



IBI has thoroughly reviewed the program and the requirements for the Rose Avenue K-5 Replacement project and have concluded that the basis of design for the project will be three previously constructed projects:

- Administration Building – Anne Darling Elementary School (redesigned to fit the program)
- Multipurpose Building – Horace Mann Elementary School
- Classroom Buildings – Dooley Elementary School

As these were designed to meet specific educational pedagogies and requirements there wasn't one project the "fit the bill". We will use the developed documents to expedite the design process while updating them to fit Oxnard School District's educational vision, neighborhood character, and current code requirements. IBI Group has the depth of staff to meet the schedule requirements.

As a collective practice, IBI Group offers a collaborative model that reflects our passion for educational architecture and next generation learning models. We understand that the **Rose Avenue K-5 Replacement School** will be part of the next generation learning and provide opportunities to expand the choices for the individual learners in the Oxnard Community. IBI Learning+ is focused on providing exceptional client service throughout California K-12 school districts, most of whom are long-standing repeat clients which addresses IBI's core values of Integrity, Partnership, Excellence, Innovation and Community. We are an established firm with over 40 years of experience in educational facility planning, the design of new schools, campus modernizations and renovations as well as a thorough understanding of State Agency processes. We have completed thousands of educational facility projects in California, of virtually every type for numerous K-12 school districts, community college and university clients. This experience and the **lessons learned** with each and every project have allowed us to hone our skills and increase our knowledge base. **Oxnard School District** will benefit from our knowledge. We will bring new ideas to the table along with the technical expertise to execute them. The replacement school will be designed with the following in mind:



In 2012, IBI Group also completed modernization work at Taylor, which was incrementally constructed over two years with funds from Measure X. The first increment included site work only. The second increment included work in some of the campus buildings including ADA compliance, system and seismic upgrades, roofing projects, interior and exterior finishes and signage. We are currently working on additional projects, funded partially by Measure N at the Taylor Middle School Campus. Increment I has been completed and included additional roof replacement and ADA upgrades. Increment II began construction in June 2014, and included seismic upgrades, ADA upgrades and modernization of remaining campus buildings. Both Measure X and Measure N were constructed in increments due to scheduling of work and funds available.

Client: Millbrae Elementary School District
Contact: Cynthia Shieh, Chief Business Officer
605-697-5963



Paso Robles CTE Agriculture Building; Paso Robles, CA

The project consists of the construction of a 9,200 sq ft Agriculture Career Technology Education (CTE) facility comprised of three buildings clustered around a central courtyard and demonstration garden on the existing Paso Robles High School campus. The buildings house a welding shop, outdoor welding area, faculty work room, student workroom, two agriculture labs, a horticulture lab including a floral cooler, classrooms, staff offices, and associated accessory spaces.

Client: Paso Robles Joint Unified School District
Contact: Mr. Ashley Lightfoot, Director of Facilities and Operations
805-769-1000



Huron Middle School Classroom Addition; Huron, CA

The construction of Classroom Building 600 completes the original campus master plan, and includes the integration of the building with DSA pre-approved modular classrooms, adjoining a permanent portion of the building together with connections of services, flatwork, and landscape to existing systems; modifications to the existing site; accessible parking stalls; and path of travel improvements. As a Lease/Lease Back contract, existing ball fields were included with the scope of work to upgrade baseball and softball fields, backstops, and accessibility features.

Client: Coalinga-Huron Joint Union School District
Contact: Mr. Jim Reckas, Director of Facilities
559-935-7640





Lease-Lease Back Experience

Applied Technology Center; Montebello, CA

A new technical high school for 730 students funded by Career Technical Education (CTE) grants. Based on a shell and core concept, the building is designed with utmost flexibility and learning spaces for A-G requirements as well as project-based learning. The project is very sustainable and energy efficient and qualified for HPI grant augmentation. IBI Group provided the Campus Facilities Master Plan, funding strategies, and comprehensive A/E services for the design and construction of this new technical high school.

Client: Montebello Unified School District

Contact: Cheryl Plotkin, Director of Facilities
323-887-7900

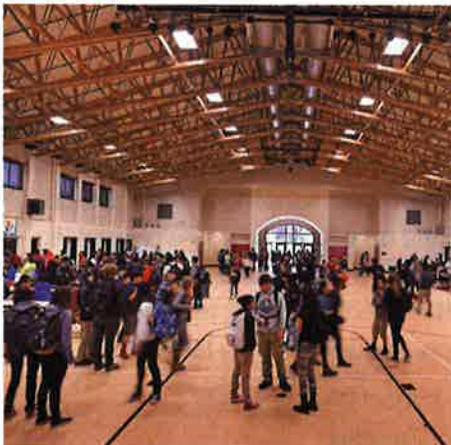


Paso Robles High School - 2-Story Classroom Building; Paso Robles, CA

As part of Measure "T" the citizens of Paso Robles approved the replacement of existing portable classrooms with a permanent classroom building. An approach designed in conjunction with the District staff determined the best building configuration and location on-site. The 20 classroom building was constructed above a building pad created by the removal and relocation of 7 portables and replaced another 12 portables which were all removed upon completion of the final phase of construction.

Client: Paso Robles Joint Unified School District

Contact: Mr. Ashley Lightfoot, Director of Facilities and Operations
805-769-1000



Taylor Middle School New Cafeteria Building and Measure X & N Modernizations; Millbrae, CA

The Taylor MS Multi-Purpose Building serves all five schools in the District as a new central kitchen while also housing the 900+ students of Taylor Middle School for lunch every day. The building will host presentations and performances using its state-of-the-art audio-visual system, and will be available for use by the community. The facility includes volleyball courts and a high school basketball court.

Lease – Lease Back Experience

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 list of pre-qualified sub-contractors ensuring better quality and competitive pricing to be below the guaranteed price. There is often little or no change orders associated with the project. Assembly Bill 566, effective Jan. 1, 2016, requires lease-leaseback developers to use "skilled and trained workforce at every level of the project." This will need to be assessed carefully by the LLB. Lastly, since the Builder has a reputation to maintain, they tend to perform at a higher level.

Design Strategies and Proposed Timelines

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.

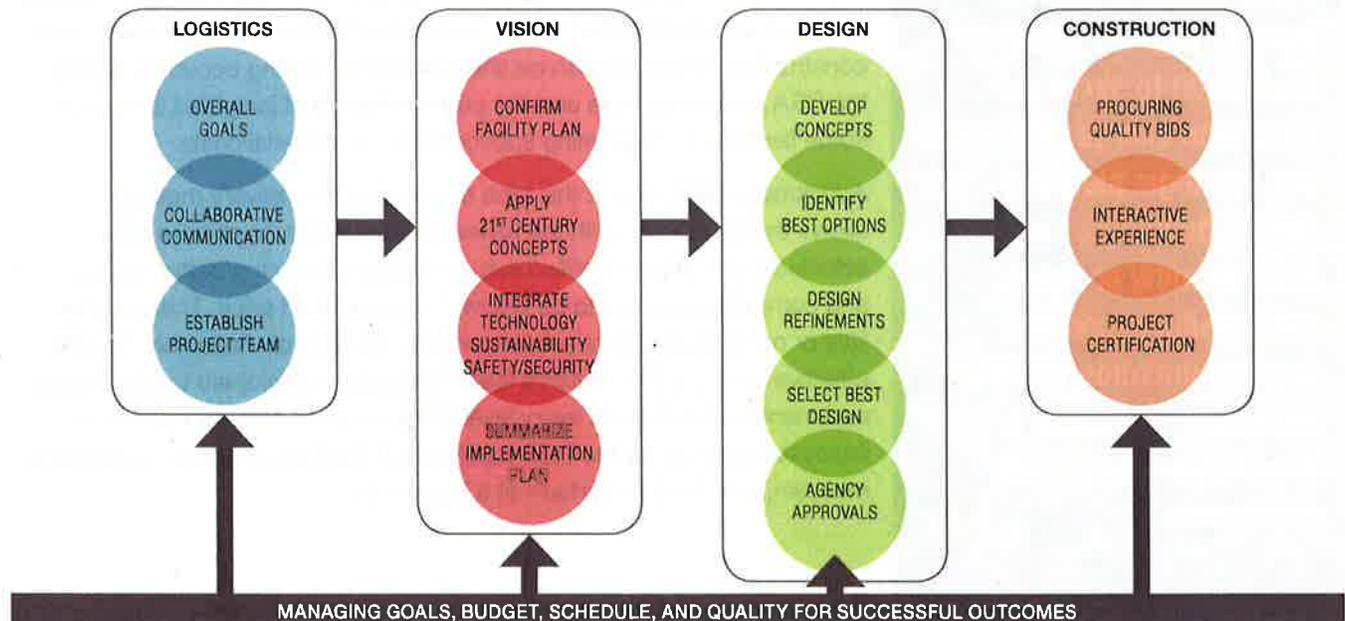
Good design, maintaining budget and schedule control begins at the initial planning of the project. Senior staff with extensive facility planning and design experience will be proactive in initiating appropriate means to effectively manage or accelerate the schedule. We will work closely with you and 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.



Create Vitality

- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
- Reflective spaces, collaborative spaces, performance spaces
 - Small group, large group spaces
 - Technology rich spaces
- Flexible platforms for continued change, including:
 - Agile school organizational structures (departmental, thematic, Small Learning Communities) without physical change, and often simultaneously
 - Agile spaces for learning, with multiple connections and possible interpretations
 - Furniture will be responsive, flexible, adaptable, and be a spark for our students in our ever changing world.

Pool Resources

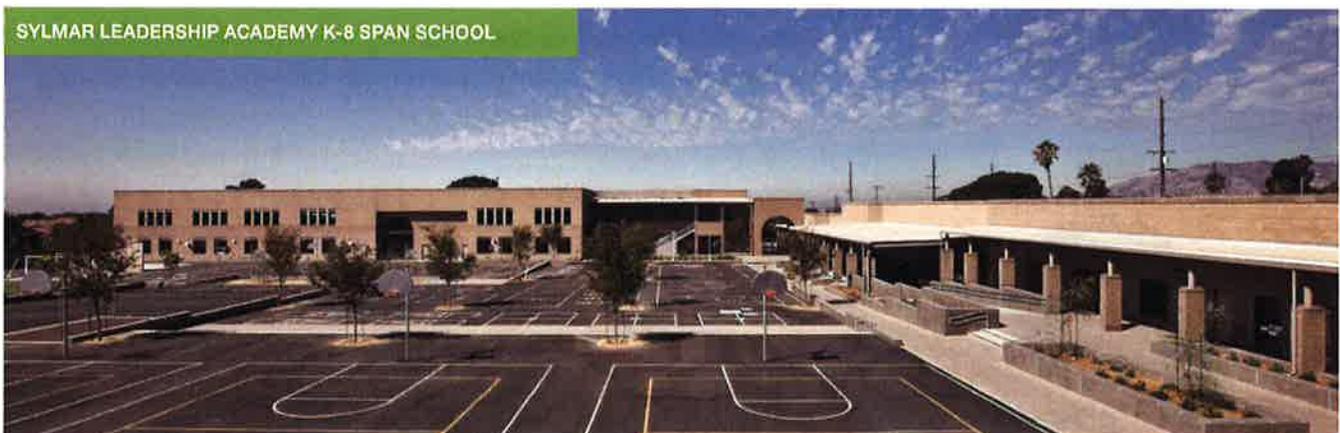
- Foster communication and collaboration:
 - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning of teachers to stimulate working together

Flexibility

- Adaptable furnishings and furniture:
 - Brain-based furniture, designed for movement, individual learning preferences, and personal fit
 - Flexible/moveable storage that is secure yet accessible

Design

- Expression of the school's enduring signature through the architecture to foster continued identity and spirit. Promotion of the school's logo.
- Facilities and furniture responsive, flexible, adaptable, and be a spark for our students in our ever changing world.
- Interdisciplinary connections supported through strategic positioning of functions
- Quality construction that limits maintenance and replacement.



Six Design Factors that Impact Learning



Choice



Flexibility



Color



Connection



Light



Complexity

The design of the Rose Avenue K-5 replacement school will promote Next Generation educational delivery and have the following key qualities:

Technology

Flexibility to adapt and change as technology and systems change is a must. As architects we must design for today and anticipate the future. Providing an infrastructure for future technologies is an important consideration and must include flexible cabling pathways and conduits for anticipated fiber optic or other advanced information systems. It is important to allow for expansion and conversion as well as infrastructure to support new types of technology as they come online. Consideration must be given to the integration of security, telecommunication, fire life safety, lighting control, emergency backup and renewable energy distribution, all as a unified operational system. It is not uncommon for technology to change midstream of a building design.

IBI Group's team includes highly skilled architects, engineers and consultants to provide the District guidance or work with the District's IT representative on selecting appropriate systems. The Team can provide the design and layout for sophisticated technology systems; including energy management systems, lighting controls, access controls, audio-visual systems, data/computer systems and interactive whiteboard systems. Our experience spans from the pre-school to college classroom, to corporate America, from the simplest low cost solution to the most sophisticated data center.

Create Connections

- Relationship building, intentional positioning of people and purpose to create strong connections. The concept includes the ability of the school include the following:
 - Small Learning Communities – Grouping of the students to promote grade level collaboration
 - Teacher Collaboration Centers
- Personalized/student-centered learning, empowering the multiple intelligences of the student as worker with the right tools for learning

Project Recommendations

“Empowering All Children to Achieve Excellence”
- Oxnard School District
Vision Statement.

“.....strives to achieve exemplary academic performance in Common Core State Standards, Science and Wellness curriculum and rigor in all academia.”

– Rose Avenue – The School of Science & Wellness
Mission Statement

Creative Design Aesthetics

IBI's designs are inspired by the client's vision and goal. Our designs are motivated by the interactive and collaborative discussions we have with the District and stakeholders. We pride ourselves in being good listeners, to actively hear what the user really wants to accomplish when communicating what is important to them. We provide creative options and guidance to assist the District in developing the most imaginative solutions that meet cost parameters. These basic tenets form the foundation of our designs.

IBI provides innovative and inventive designs that are distinctive to each client's objective. IBI understands the constraints and challenges of educational facility funding, nevertheless achieves creative designs by providing unique solutions that are aesthetically attractive but function well and are easily maintained. IBI is sensitive to existing site characteristics whether modifying existing buildings or introducing new structures onto an existing site. The architecture can be contextual if the goal is to integrate with what already exists. Conversely, the architecture can create an original aesthetic, if setting a new direction is the goal. A new facility on new sites provides opportunities to create totally integrated concepts. IBI is skilled at using new materials to achieve a look that blends in or expresses imaginative design ideas. Interpretation and understanding the parameters influences the design whether speaking of classroom casework, a collaborative space, or how buildings are sited. IBI is sensitive to the artistic potential of all elements of the design.

Many aspects beyond the aesthetics go into making successful designed spaces that users may not even be aware of. A space or building that is successfully planned out, where people move through it naturally and is easily understood, feels comfortable, welcoming, flexible and gives a sense of security. IBI uses color or forms to emphasize an entry or collaboration area to provide visual clues without unnecessary extra signage. Our designs orient the building or spaces to capture natural daylight without introducing glare on surfaces providing pleasant work areas. We choose finish materials and planting that is healthy and vibrant; which are attractive, practical and require minimal maintenance. The technology should be functional, easy to use and easily accessed when requiring service.

IBI designs consider not only what is needed today, but are flexible and adaptable for potential future changes. Outstanding design is the seamless integration of programmatic criteria, technical systems, quality construction that is composed in a pleasing composition which creates an environment that will provide the facility to achieve the District Vision and Mission of the Rose Avenue – The School of Science and Wellness .

Next Generation Learning

Next generation learning, when deeply explored, challenges traditional school organization, roles of teachers, learning activities of students, parent/community relationships, and expectations for access to technology. Schools need to adapt their programs, organization, and classroom deliveries to instill the values and skills needed for success in the 21st century, and to be relevant enough to fully engage our current technology-bred students.

Research in life-long success indicates that our traditional focus of school core subjects, are still important but are no longer sufficient for success in the changing world. Instead, students need to learn the skills critical to navigating and succeeding in the new socio-economic landscape where change is the byword.

Students must be global learners which will enable them to live and work in this flat world. Education for the 21st century includes creative thinking, critical thinking and problem solving, communication, and collaboration skills, learned in an environment that fosters social/emotional skills development, healthy risk taking, and an understanding of the global connections to individual actions.

Next Generation Facilities

Facilities promote educational delivery. Key qualities of 21st century facilities include relationship building; intentional positioning of people; and purpose to create strong connections. Strategies include:

- Small Learning Communities
- Teacher Collaboration Centers
- Distributed leadership and guidance
- Looping of teachers with students
- Personalized/student-centered learning, empowering the multiple intelligences of the student as worker with the right tools for learning
- Brain-based furniture, designed for movement, individual learning preferences, and personal fit

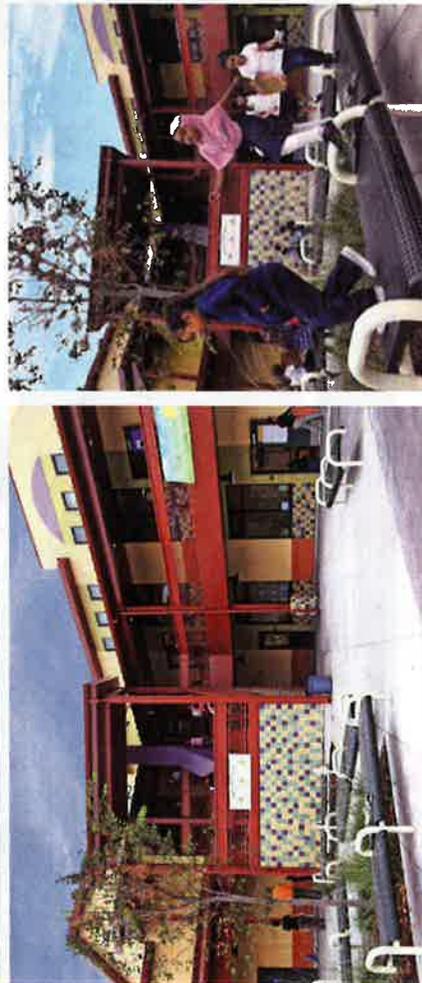
- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
 - Reflective spaces, collaborative spaces, performance spaces
 - Small group, large group spaces
 - Technology rich spaces
- Flexible platforms for continued change, including: Agile school organizational structures (departmental, thematic, Small Learning Communities) without physical change, and often simultaneously
 - Agile spaces for learning, with multiple connections and possible interpretations
 - Interdisciplinary connections supported through strategic positioning of functions
- Foster communication and collaboration:
 - Team teaching spaces for two, three or four synchronous teachers
 - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning of teachers to stimulate working together
- Expression of the school's enduring signature through the architecture to foster continued identity and spirit
- Ideally our educational facilities and furniture should be responsive, flexible and be a spark for our students in our ever changing world.



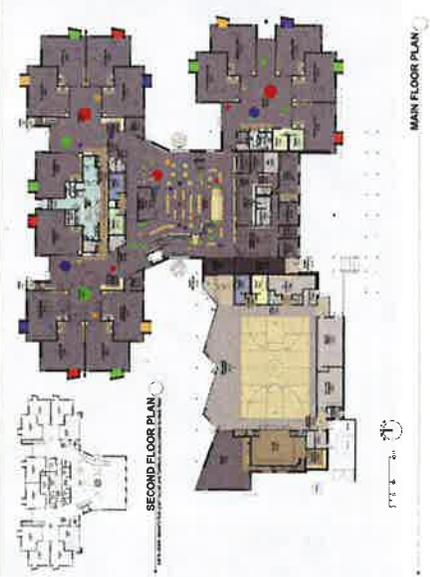
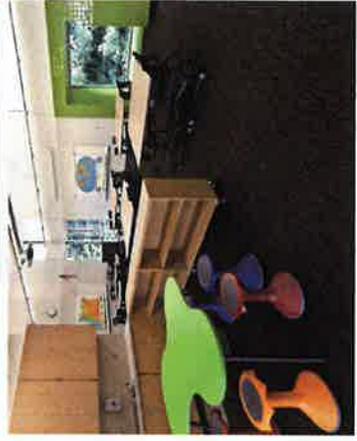
TRACE ELEMENTARY SCHOOL CLASSROOM BUILDING AND MEDIA CENTER

Arsonists destroyed the Main Classroom Media Center at Trace Elementary School in July of 2010. The new Trace Elementary School has a total of 18 classrooms, a media center/library and support spaces. The new building is "single loaded" with circulation on one side only, toward the interior of the campus with exit stairs located at each end of the building and an elevator centrally located. The linear formation allows the building to take advantage of the northern sun while shedding the heat from the southern sun. The new classroom building created a new entry to the campus, while creating a waiting/pick up area at the street side, it also opens the campus core for improved circulation and visibility while forming a new campus quad.

SAN JOSE UNIFIED SCHOOL DISTRICT COMPLETED 2016



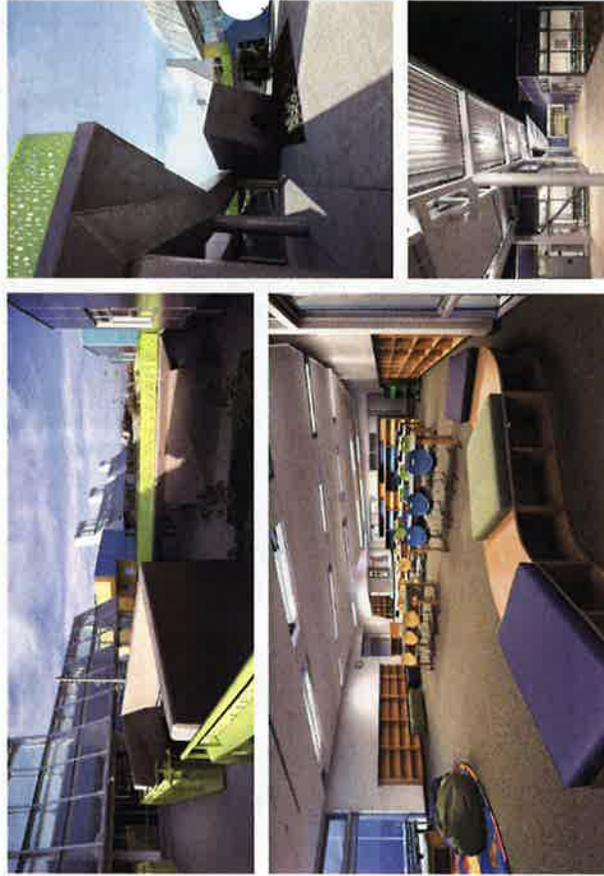
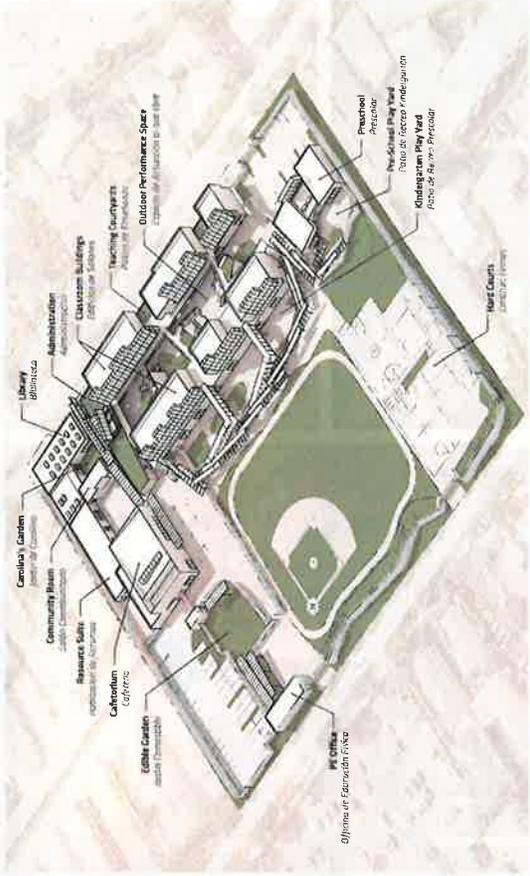
TRILLIUM CREEK PRIMARY SCHOOL
 Trillium Creek is a new primary school named for the headwaters of a creek that begin within its schoolyard. This school embraces multiple elements of sustainable design and presents unique features that support student learning. Heavily guided by a strong student voice, this child-centric design combines individual learning space opportunities with a collective transparency that connects students and teachers to the work of learning and teaching. The multidimensional library and its corkscrew slide remind us that research and inquiry is about wonder and curiosity.





**EDISON LANGUAGE ACADEMY
PRE-K/K-5 ELEMENTARY SCHOOL**

This aging K-5 elementary and pre-school campus located on a small 5.5-acre neighborhood site needed re-building, but with a restricted budget we looked for a solution that would avoid the need for interim housing allowing the funds to be used for the facility. Our solution, a rich combination of one and two-story steel framed structures, locates the new 57,000 sq. ft. campus on the existing playfields allowing the original school to remain occupied until the new campus is complete.



New Pre-K/K-5 Elementary School/Language Academy comprised of a Pre-K single-story two classroom building, two (2) two-story K-5 classroom buildings, a single-story administration building, a library/multipurpose room/stage building and a separate PE storage/restroom building with associative courtyard spaces, amphitheater seating, hardcourt and turf play surfaces and an edible garden.

Sustainable design is at the forefront of the District's mission statement. In response, we took the opportunity to integrate creative and innovative sustainable features into the project. The solar chimneys of the naturally ventilated classrooms become a design feature. A radiant heating system is incorporated into both the floors and ceilings fed by centrally located high efficiency boilers. Site sustainable features include the capture of 90% of the storm water to an underground cistern that provides site irrigation, a sensory irrigation system, specialized soil amendments that further reduce water use and promote plant life, and an edible garden incorporated into the schools' educational programs. The project was recently acknowledged by Southern California Edison as the first certified naturally ventilated school project in California.

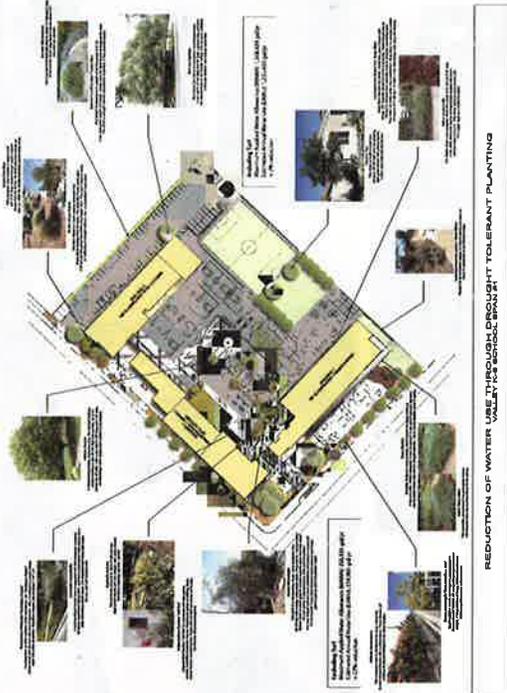




**SYLMAR LEADERSHIP ACADEMY
K-8 SPAN SCHOOL**

This project was designed for 2 small learning communities, one each for grades K-5 and 6-8. The Facilities are sized for each group of students with adjacent play areas sized accordingly. This project is located in a semi-rural community with a dedicated perimeter horse paths. The school presents a welcome face to the street while providing a secure internal environment for the students. The school is highly sustainable. The project achieved 38 CHPS points and has been awarded HPI grant augmentation. The roof is designed for the future installation of photovoltaic panels.

LOS ANGELES UNIFIED SCHOOL DISTRICT COMPLETED 2014





**FERN ELEMENTARY SCHOOL
MODERNIZATION AND TWO-STORY
CLASSROOM ADDITION**

An existing campus with historical significance; a new building was designed to blend with the mission character of the original structures. The new building was designed using passive ventilation and respecting and complementing the existing historic building. A central courtyard was added with an outdoor amphitheater creating a cohesive campus atmosphere. The overall scope of the project consisted of the modernization of the existing Administration and Classroom Buildings, inclusive of new restrooms and an elevator as well as the addition of a two-story Classroom/Multipurpose Building. The comprehensive modernization work was designed to blend with the historical mission revival character of the existing campus.

TORRANCE UNIFIED SCHOOL DISTRICT COMPLETED 2012



The second phase of the work included a new classroom and multipurpose space building. The building's details, massing and materials reference the historical style and respond to the scale and desires of the neighborhood. The design progressed through a series of community workshops that engaged the neighbors, school staff and parents.



Similar Project Experience

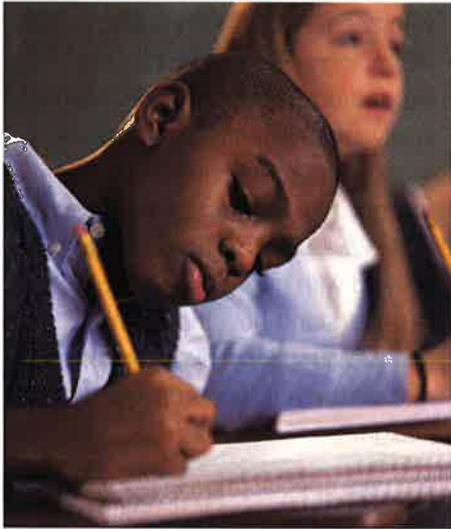


Public education for future generations challenges us to look beyond traditional forms of learning and teaching to envision learning communities that enable educators to collaborate, share best practices and integrate “Next Generation” skills into classrooms. This means creating relevant, real world, “Next Generation” environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We have worked with numerous Districts to understand how they want to deliver educational experiences and respond with the appropriate facility design.

We take special pride in our experience and success with our process. Our integrated collaborative process will involve the educational stakeholders of the Oxnard Community to ensure that the Rose Avenue K-5 Replacement School will be a source of pride and instill ownership for those who live, learn, work and play around this Community Resource.



General Information



IBI Group is an experienced group of team leaders and design professionals. This team combines a recent history of developing educational facilities on existing campuses and the research and development of next generation learning environments. We are developing educational environments that are focused on the learner and the shift to agile individualized learning methods.

IBI Group has successfully created many custom, tailor-made design solutions for our clients (design team partners). These solutions and systems respond to the specific conditions, programmatic inputs, and the character of the campus environment and community. Our common goal is to make the socio-academic experience the most rewarding learning one possible through innovative program resolution, a supportive and involved community, dedicated staff and parents, and facilities that not only house activities, but support and reinforce your educational efforts.

Our mission at IBI Group is to collaborate with Oxnard School District to transform your District's vision, goals, and priorities into reality. We will work diligently to make this happen for you, your students, and the community, from the cities of Oxnard, Port Hueneme and the unincorporated counties of Ventura. We recognize the challenges facing Oxnard School District to develop next generation learning facilities for over 17,000 students from Pre-K-8th grade.

Our intent is to support the Oxnard School District on all your projects whether they are small capital improvements projects and services, or large capital improvement projects. IBI Group is qualified to providing you Architectural and Engineering services for site analysis, future/long-term/short-term planning, designing services for either existing facilities or new facilities, ADA transition plans or any other sequencing of facilities improvements.

IBI Group previously completed 12 projects for Oxnard School District. The project scope ranged from 3 new elementary schools, major modernizations, fire alarm alternations to class size reduction portable classrooms on 14 campuses. 11 of the 12 projects are closed and certified #1. For the 12th project, all information to assist the District for close out certification was given to the District in March 2016.



**Defining the Cities
of Tomorrow**

Intelligence: communications systems design, software development, safety and security, systems integration

Buildings: building architecture, interior design, landscape architecture, building engineering (mechanical, structural, electrical)

Infrastructure: planning, urban design, transportation, and engineering

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IBI Group
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

A handwritten signature in blue ink, appearing to read 'Craig Atkinson', written over a horizontal line.

Craig Atkinson, AIA, NOMA, LEED AP
Principal Architect
Southern California Education Sector Lead

A handwritten signature in blue ink, appearing to read 'Bill Tuculet', written over a horizontal line.

Bill Tuculet, AIA
Principal Architect/Design

EXHIBIT "C"
BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The

term construction cost excludes property and similar taxes attributable to the Project site.

- (2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.
- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.
- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
 - (i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

- (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
- (iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if required.
- (3) Conduct Architectural program meeting with the District selected project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

- (6) Estimates prepared by Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
 - (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
 - (vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.
- Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
 - (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
 - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:
- Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:
- Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.
- (5) Estimates:
- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
 - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled, dimensioned floor plans with final room locations including all openings.
 - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - (iii) Identification of all fixed equipment to be installed in contract.
 - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - (v) Preliminary development of details and large scale blow-ups.

- (vi) Legend showing all symbols used on drawings.
 - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
 - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear

- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

(11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents (C/D) 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.

- (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.

- (d) Finish door, and hardware schedules virtually complete, including most details.
 - (e) Site utility plan virtually complete.
 - (f) Fixed equipment details and identification virtually complete.
 - (g) Reflected ceiling plan virtually complete.
 - (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
 - (i) All equipment catalog cuts.
- (ii) Structural:
- Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
- (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

- (4) Construction Documents - Substantial Completion Stage:
- (i) Architectural:
 - (a) Completed site plan.
 - (b) Completed floor plans, elevations and sections.
 - (c) Architectural details and large blow-ups completed.
 - (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
 - (iii) Mechanical:
 - (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
 - (iv) Electrical:
 - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- (c) All electrical equipment schedules completed.
- (d) Special system components plans completed.
- (e) Electrical load calculations completed.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
 - Update and refine the 50% Construction Document Estimate.
- (vii) Specifications:
 - (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.
 - (b) Coordination of the development of specifications by other disciplines.
 - (c) Specifications shall be in CSI format.
- (5) Construction Documents Final DSA Approval Stage:
 - (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.
 - (ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.
- (7) Contract Documents:
- (i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.
 - (iii) Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.
- (2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.
- (6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.
- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.
- (3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "D"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies
four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies
four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.
- (c) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.
- (e) Electronic file copy of DSA Approved CD drawings and specifications on CD- 1 copy (in PDF and CAD format)
- (f) Design Checklist - 2 copies
- (g) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "E"

INVOICE APPROVAL LETTER & BILLING COVER SHEET

Date: MM/DD/YYYY

Project: Reconstruction of Rose Avenue K-5 School

Consultant: IBI Group

IBI Group has submitted Invoice No. 123456 for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District.

By signing below, a representative of IBI Group, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

IBI Group

Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Date

Oxnard School District

Date

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up

- 1 See "billing tab" below for spreadsheet; these are the instructions
- 2 Enter project name, DSA project number, project type, invoice number, date, your company name, fax, phone, etc.
- 3 Enter purchase order number provided to you when contract was issued
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, reimburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows reimbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing

- 5
IMPORTANT! When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email to Chris Yafuso (cyafuso@aimcsworld.com) or mail to the CFW Oxnard office at 1901 S. Victoria Avenue #106, Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors and miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

EXHIBIT "F"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours must have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office prior to the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

OXNARD SCHOOL DISTRICT
STANDARD SPECIFICATIONS

FINGERPRINTING
00510
PAGE 1 OF 2

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: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Change Order #006 for Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)

The approved "GMP" for the Project is Forty-One Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-Five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), and, (2) Sublease Payments in the amount of \$173,660.00 per month for 12 months for a total lease value of Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease.

The District requested that Balfour Beatty provide the City of Oxnard with requested underground utility installation measurements in order to gain permits to connect utilities to the new Rose Avenue School Elementary School Site. The District also requested that Balfour Beatty install new conduits for power and low voltage from connections at the new campus for future connections to the new Rose Avenue School ECDC project in order to avoid installation of the conduits following placement of the revised parking lot and drop-off layout.

After review by CFW and the Architect of Record Arcadis, a change order in the amount of \$72,758.00 is being proposed.

FISCAL IMPACT:

\$72,758.00 - Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Change Order #006 for Agreement #17-158 with Balfour Beatty Construction LLC.

ADDITIONAL MATERIALS:

Attached: [Change Order No. 006 \(24 Pages\)](#)

[Construction Services Agreement #17-158, Balfour Beatty Construction LLC - Rose Ave ES Reconstruction Project \(22 Pages\)](#)



CHANGE ORDER

Date: 10/16/2024

CHANGE ORDER NO. 006

PROJECT: Rose Ave. ES K-5 Reconstruction
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

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

ARCHITECT: IBI/Arcadis
537 South Broadway
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC
13520 Evening Creek Dr. North #270
San Diego CA 92128

Architects Proj. No.: 109990
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-119284

Attn: Dennis Kuykendall

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.....	\$ 41,678,393.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 1,089,429.17
ADJUSTED CONTRACT SUM.....	\$ 42,767,822.17
NET CHANGE – Change Order #006	\$ 72,758.00

Total Change Orders to Date:\$ 1,162,187.17

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 6>.....\$ 42,840,580.17

Commencement Date:November 1, 2021

Original Completion Date:October 5, 2023

Original Contract Time:705 Calendar Days

Time Extension for all Previous Change Orders:97 Days

Time Extension for this Change Order:0 Days

Adjusted Completion Date:January 12, 2024

Percentage (0.001%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Pothole existing fire water lines at La Puerta		\$21,677.00		
2.	Install 2 future conduits for connection to Rose ECDC project		\$51,081.00		
3.					
4.					
5.					
6.					
	Totals		\$72,758.00		

Total Change Order No. 006 \$ 72,758.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

FACILITIES DIRECTOR: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL : N/A

DATE: _____

Change	Owner	<input checked="" type="checkbox"/>	Oxnard School District
Order	Architect	<input checked="" type="checkbox"/>	IBI Group
Request (COR)	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

CHANGE ORDER REQUEST

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Change Order Request #: 010 Date: 9-17-2024
------------------------------------------------------------------------------------	------------------------------------------------

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

The Contract is changed as follows:

<p>Ref. Cost Event 354 - COR 010 - ECDC New Low Volt and Primary Electrical Conduit</p> <p>Provide labor, materials, and equipment for the following:</p> <ul style="list-style-type: none"> - (N) 3" UG conduit for future electrical; (N) 4" conduit for future fiber - Trenching and concrete encasement of 140 LF from (E) low volt pull box to curb face. - Core wall and stub into masonry enclosure with LB for future electrical work. - Sawcut core vault - Make connections to pull box <p>EXCLUSIONS</p> <ul style="list-style-type: none"> - Admin area not priced due to current Admin building being in place and conditions are unknown after removal of Admin building 	<p>\$ 51,081.00</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
------------------------------	------------------------	------------------------------------

By: *Rafael Namillo* By: _____ By: _____

Date: 2024-09-17 Date: _____ Date: _____

OWNER - Oxnard School District By: _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	9-17-2024
Permit Number:	DSA# 03-119284	Change Event No.:	354
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 354 - COR 010 - ECDC New Low Volt and Primary Electrical Conduit

Provide labor, materials, and equipment for the following:

- (N) 3" UG conduit for future electrical; (N) 4" conduit for future fiber
- Trenching and concrete encasement of 140 LF from (E) low volt pull box to curb face.
- Core wall and stub into masonry enclosure with LB for future electrical work.
- Sawcut core vault
- Make connections to pull box

EXCLUSIONS

- Admin area not priced due to current Admin building being in place and conditions are unknown after removal of Admin building

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A: \$	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Taft Electric	\$	43,212.00	
BC Rincon	\$	3,957.51	
		Subtotal B: \$	47,169.51
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	\$	2,358.48	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D: \$	2,358.48
E. Bond at 1%	1%	Subtotal E: \$	510.81
F. Builders Risk Insurance at 1%	1%	Subtotal F: \$	510.81
G. General Liability at 1.04%	1.04%	Subtotal G: \$	531.24
Grand Total = (A + B + C + D + E)		\$	51,081.00

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

☐

Rafael Alamillo, Project Manager - Balfour Beatty		2024-09-17
Print Name & Title (General Contractor)	Signature	Date



CHANGE ORDER REQUEST

COR #039 ECDC Modernization Electrical Partial Duct Bank

To: Raphael Alamillo Project Manager
Balfour Betty
300 E. Esplanade Drive #1120
Oxnard, CA 93036

From: Tim Harris Project Manager
Phone: (805) 320-1623
Email: tharris@taftelectric.com

Phone: (805) 206-8614
Email: RALamillo@balfourbettyus.com
CC:

Date Issued: 7/24/24

Requested Amount:	\$	\$43,212.00
--------------------------	-----------	--------------------

The change in scope for the amount requested above is as follows:

COR #039

Scope of Work: Per marked up JMPE drawing (Attached)

Exclusions:

- The power 3" conduit will only be stubbed through the CMU wall. No connection to the existing switchgear now and or in the future is in this quote. No coordination with Edison is in this quote.
- If Contaminated soil is discovered and the job shuts down, Idle time will be incurred. Removal of contaminated soil will incur additional costs.
- No pull Strings Included
- We will slurry up the top of grade for future Asphalt work completion.

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

This proposal supersedes all previously submitted proposals relating to this same work. Any work from other trades that is required to complete this work is not included as a part of this proposal.

Unless otherwise indicated, this proposal is valid for 30 calendar days from the above date of issuance. Taft Electric reserves the right to revise or amend this proposal should approval or direction to proceed take longer than 30 calendar days.

EXCLUSIONS:

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.
4. Any and all parts and labor not specifically listed above or within.

Submitted By:

Approved By:

 Tim Harris
 Project Manager
 Taft Electric Company
 Date

 Raphael Allamillo
 Project Manager
 Balfour Betty Corporation
 Date



Taft Electric Company
1694 Eastman Ave, Ventura, CA 93003
Lic. #772245 | PWC #100000149
(805) 642-0121

5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.

Lozano's Backhoe Service Corporation



P.O. Box 584 Pearblossom, CA 93553
Tel (818)645-9557
Email: lozanosbackhoe@yahoo.com
License #1002382 DIR #1000063735
Union & Insured & MBE Certification

July 30, 2024

To: Taft Electric Company
Attn: **Tim Harris**
Job Name: **Rose Ave Elementary School**
Lozano's Backhoe Service Proposal No: 2024730

We are pleased to submit our estimated cost on a t/m basis for the excavation work on the above project in accordance with Tim Harris email on July 24, 2024 at 5:43pm.

Included

Dig 150 feet long by 3 feet wide by 40 inches deep trench
Backhoe to load all native spoils onto the dump truck
Dump truck to haul out all native spoils to landfill
Delivery of equipment (1) move
Total \$16,980.00

Exclusion:

Please keep in mind if trench measurements change, that will be added as an extra charge. All materials, slurry, trench plates, shoring, traffic control, saw cutting, asphalt replacement, spotter, and laborers to be provided by Taft Electric Company.

We thank you for this opportunity to submit our estimate on this project. Please do not hesitate to call should you have any questions. You can reach me at (818)645-9557 or email at lozanosbackhoe@yahoo.com.

Sincerely,
Jessica
Operations manager

Job ID: 20-2338 ROSE AVE
Project: Rose Ave COR's



Takeoff

Vendor: COST **Labor Level:** LABOR 3 **25 Jul 2024 16:01:53**

Region: COR-039 ECDC MODERNIZATION

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	160.00		M		1-DUCT / NO TRENCHING 3" PVC	0.0000	0.00	0.0000	0.00
10080	160.00	FT	M	3	PVC SCH 40 10' LAID IN TRENCH LBR.	6.8649	1,098.38	0.0750	12.00
390046	32.00	EA	M	3 x 2	BASE DUCT BANK CONDUIT SPACER	2.2377	71.61	0.1600	5.12
390285	168.00	FT	M	3"	RED TRENCH CAUTION TAPE	0.0354	5.94	0.0054	0.91
40030	20.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.9818	19.64	0.0180	0.36
390083	160.00	FT	M	12" WIDE	HAND TRIM SAND TRENCH	0.0000	0.00	0.0400	6.40
TITLE	160.00		M		1-DUCT / NO TRENCHING 4" PVC	0.0000	0.00	0.0000	0.00
10082	160.00	FT	M	4	PVC SCH 40 10' LAID IN TRENCH LBR.	9.5822	1,533.15	0.0825	13.20
390048	32.00	EA	M	4 x 2	BASE DUCT BANK CONDUIT SPACER	2.3902	76.49	0.1600	5.12
390285	168.00	FT	M	3"	RED TRENCH CAUTION TAPE	0.0354	5.94	0.0054	0.91
40030	23.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.9818	22.58	0.0180	0.41
390083	160.00	FT	M	12" WIDE	HAND TRIM SAND TRENCH	0.0000	0.00	0.0400	6.40
28	15.00		M		POLYMERS	150.0000	2,250.00	0.5500	8.25
20123	1.00	EA	M	3	GRC 90-DEG ELBOW 36"R	699.1992	699.20	3.3000	3.30
10132	10.00	FT	M	3	PVC COATED GRC 40MIL	44.9411	449.41	0.3900	3.90
30489	1.00	EA	M	3	GRC/PVC COATED LB CONDUIT BODY	505.0028	505.00	6.1500	6.15
Phase Totals:							6,737.33		72.43
Job Totals:							6,737.33		72.43

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121
Web: www.taftelectric.com



BC RINCON CONSTRUCTION, INC.
 67 East La Loma Avenue Somis CA 93066
 Phone: 805-981-0690 Fax: 805-485-4705
 AR@BCRINCON.COM

CHANGE ORDER

JOB #: 21-198 **CCO#18**

DATE: 8/14/2024

TO: Balfour Beatty
 13520 Evening Creek Drive, North #270
 San Diego, CA 92128

PROJECT: Rose Avenue Elementary School
 220 South Driskill Street
 Oxnard, CA 93030

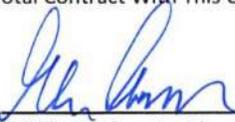
DESCRIPTION: Pave Electrical Trench in Front of School - 50 LF x 18" - 3" AC over 6" Class II Recycled Base

	<u>QTY</u>	<u>UNIT</u>	<u>UNIT \$</u>	<u>AMOUNT</u>
Trench Pave				
LABOR:				
1 Operators - 8 Reg Hrs Ea	8	HR	\$106.00	\$848.00
1 Laborer - 8 Reg Hrs	8	HR	\$85.00	\$680.00
Drive Time - 4 Hrs	4	HR	\$43.50	\$174.00
EQUIPMENT:				
Patch Truck	1	EA	\$350.00	\$350.00
Tool Truck	1	EA	\$250.00	\$250.00
Roller	1	EA	\$225.00	\$225.00
MATERIALS:				
3" Asphalt - 2 Tons	2	Ton	\$125.00	\$250.00
6" Base - 3 Tons	3	Ton	\$25.00	\$75.00
Tack Oil - 5 Gallon Bucket	1	EA	\$65.00	\$65.00
Trucking	4	HR	\$120.00	\$480.00

Price Includes 1 (one) Move-In.

Sub Total	\$3,397.00
P & O 15%	\$509.55
Bond Rate 1.5%	\$50.96
Total	\$3,957.51

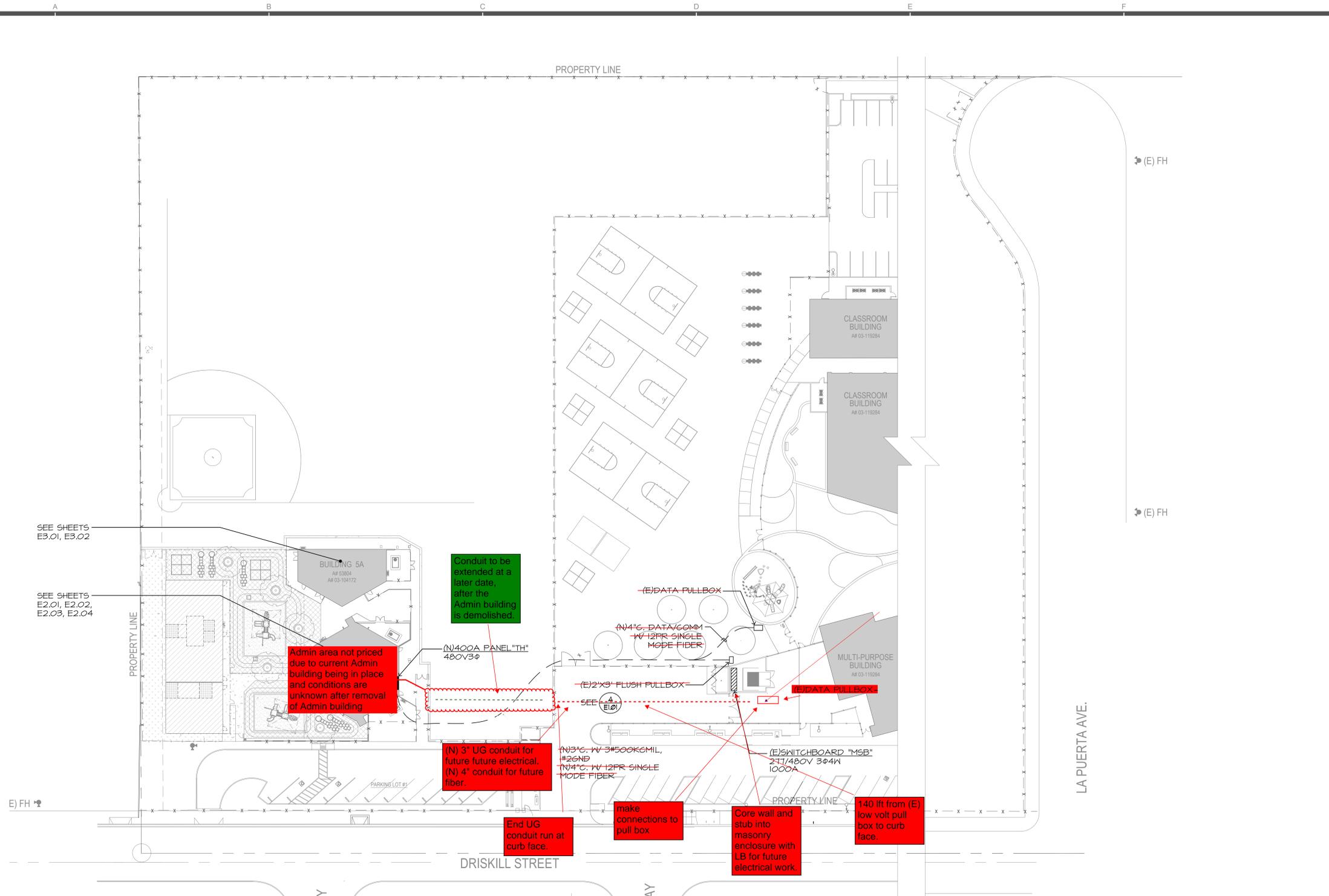
Original Contract	\$420,000.00
Other Approved Change Orders	\$92,910.54
This Request	\$3,957.51
Other Pending Request	\$58,957.91
Total Contract With This Change Order	\$516,868.05

Authorized Signature: 
 BC Rincon Construction

Date: 8-14-24

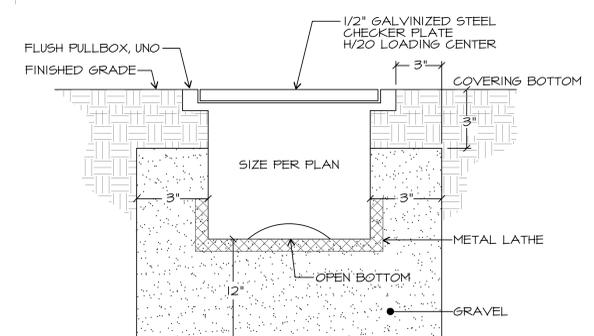
Authorized Signature: _____

Date: _____



EXISTING LIGHTING CONDITIONS HAVE BEEN INVESTIGATED AND FOUND TO HAVE ILLUMINATION LEVELS GREATER THAN OR EQUAL TO 1 FOOTCANDLE (11 LUX) ALONG THE PATH OF EGRESS TO AND AT THE AREA OF SAFE DISPERSAL.

ELECTRICAL SITE PLAN
SCALE: 1" = 30'-0"



FLUSH PULLBOX DETAIL
SCALE: NONE



FLEWELLING & MOODY
architecture planning interiors

HEADQUARTERS OFFICE:
815 Colorado Blvd., Suite 200
Los Angeles, CA 90041
Phone: 323.543.8300
E-Mail: fm-pasadena@flewelling-moody.com

ANTELOPE VALLEY OFFICE:
1035 West Lancaster Boulevard
Lancaster, California 93534
Phone: 801.949.0771
E-Mail: fm-lancaster@flewelling-moody.com

An Employee Owned Corporation

ARCHITECT

CONSULTANT

857 OLIVE STREET
SANTA BARBARA, CA 93101
(805) 568-2818
FAX: (805) 568-5405
E-mail: jmoore@jmpe.net
www.jmpe.net

Drawn by _____

Checked by _____

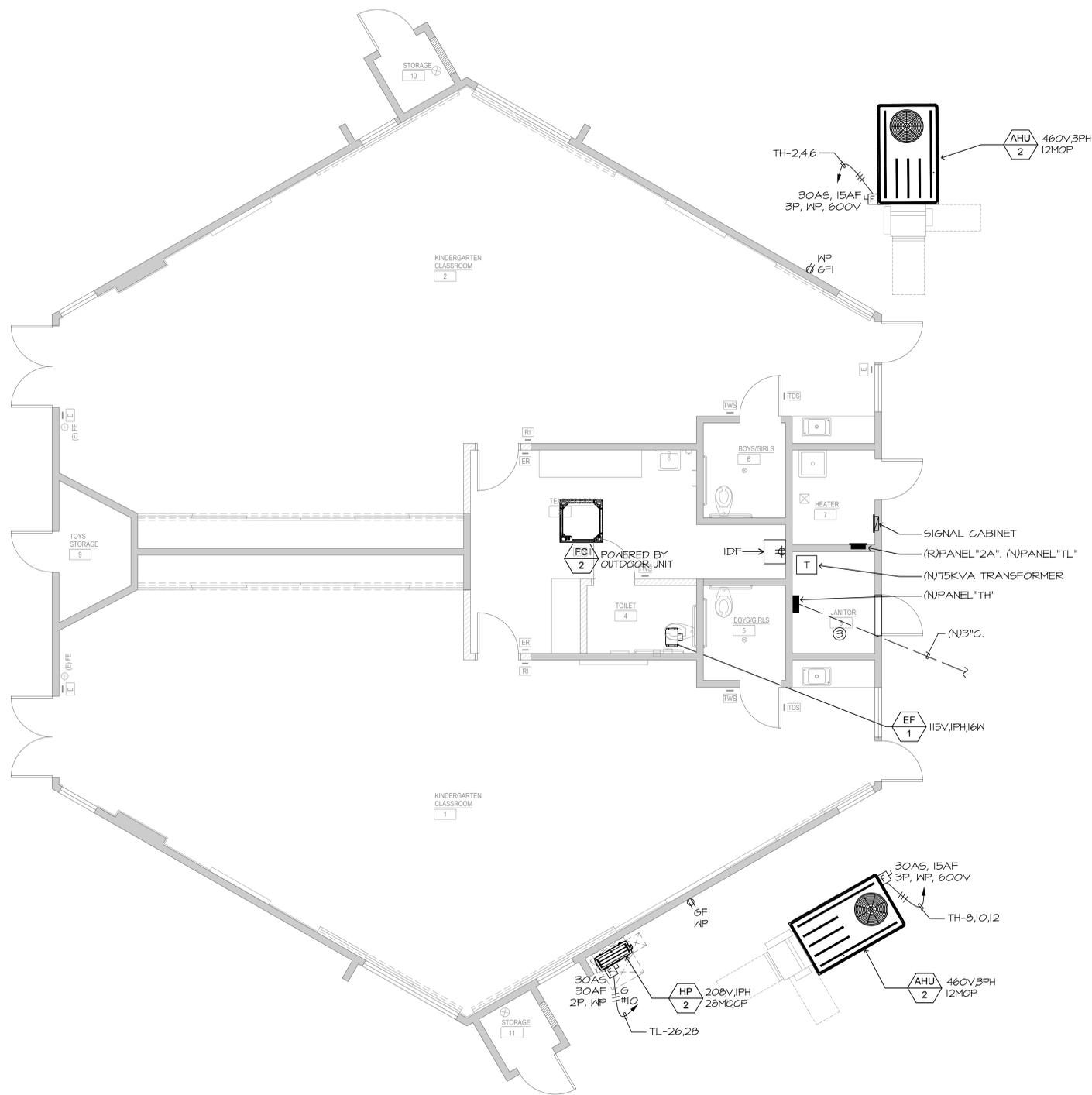
Revisions

No.	Date	Description

All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site. Any and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewelling & Moody.

OXNARD SCHOOL DISTRICT
ROSE AVENUE ELEMENTARY SCHOOL
ALTERATIONS TO BUILDINGS 5 & 5A
220 S DRISKILL ST.
OXNARD, CA 93030

ELECTRICAL
SITE PLAN

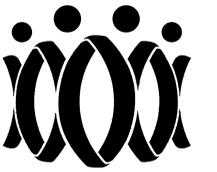


BUILDING 5 - POWER PLAN
SCALE: 1/4" = 1'-0"



AGENCY

PTN 22538-119 APPL 03-123869



FLEWELLING & MOODY
architecture planning interiors

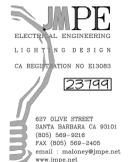
HEADQUARTERS OFFICE:
815 Colorado Blvd., Suite 200
Los Angeles, CA 90041
Phone: 323.543.8300
E-Mail: fm-pasadena@flewelllingmoody.com

ANTELOPE VALLEY OFFICE:
1035 West Lancaster Boulevard
Lancaster, California 93534
Phone: 801.949.0771
E-Mail: fm-lancaster@flewelllingmoody.com

An Employee Owned Corporation

ARCHITECT

CONSULTANT



Drawn by

Checked by

Revisions

No.	Date	Description

All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site. Any and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewellling & Moody.

OXNARD SCHOOL DISTRICT
ROSE AVENUE ELEMENTARY SCHOOL
ALTERATIONS TO BUILDINGS 5 & 5A
220 S DRISKILL ST.
OXNARD, CA 93030

BUILDING 5
POWER PLAN

Job No.

3069.0100

Date

06-03-2024

E2.02

Change Order Request (COR)
 Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CHANGE ORDER REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Change Order Request #: 008
 Date: 7-26-2024

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

The Contract is changed as follows:

Ref. Cost Event 352 - COR 008 - Potholing Existing Lines at FW Line on La Puerta Provide labor, materials, and equipment to to verify the top of each existing pipe that the new fire water crosses on La Puerta per the City's email dated 7/3/24.	\$ 21,677.00
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NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u><i>Rafael Namillo</i></u>	By: <u><i>[Signature]</i></u>	By: _____
Date: <u>2024-07-26</u>	Date: <u>07/29/2024</u>	Date: _____
OWNER - Oxnard School District		
By : _____		Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	7-26-2024
Permit Number:	DSA# 03-119284	Change Event No.:	352
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 352 - COR 008 - Potholing Existing Lines at FW Line on La Puerta

Provide labor, materials, and equipment to to verify the top of each existing pipe that the new fire water crosses on La Puerta per the City's email dated 7/3/24.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A:	\$ -
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Burns Pacific			
Pothole in street to determine location of existing storm drain, sewer (2), and water line for proposed 8-inch fire water tie-in on La Puerta Street, recess and place traffic plates for approximately 6 months until tie-in is completed.	\$	18,357.38	
Huitt Zollars			
Provide staking for utilities on the street	\$	1,660.00	
		Subtotal B:	\$ 20,017.38
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C:	\$ -
D. General Contractor's Overhead and Profit*			
* N/A for Contingency Draw Requests			
Overhead & Profit 5% of Subtotal A	\$	-	
Overhead & Profit 5% of Subtotal B	\$	1,000.87	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D:	\$ 1,000.87
E. Bond at 1%	1%	Subtotal E:	\$ 216.77
F. Builders Risk Insurance at 1%	1%	Subtotal F:	\$ 216.77
G. General Liability at 1.04%	1.04%	Subtotal G:	\$ 225.44
Grand Total = (A + B + C + D + E)		\$	21,677.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty		2024-07-26
Print Name & Title (General Contractor)	Signature	Date

COMPANY: Balfour Beatty Construction Inc.
ADDRESS: 13520 Evening Creek Drive Suite 270
 San Diego, CA. 92128
JOB LOCATION: Rose Ave. School
 Fire Water Connection Pothole for Existing Utilities
CONTACT: Rafael Alamillo
CELL: 805-208-7462
OFFICE:
EMAIL: ralamillo@balfourbeatty.com

BID NO: 5769 **REV NO:** 2
COR NO: 29
PO or RFI NO:
JOB NO: 21-17
BID DATE: 07/26/24
BID REVISION DATE:

BY: John Hale
CELL: 805-201-8152
OFFICE: 805-371-4171
FAX: 805-495-6014
EMAIL: jhale@burnspacific.com

SCOPE OF WORK: Pothole in street to determine location of existing storm drain, sewer (2), and water line for proposed 8-inch fire water tie-in on La Puerta Street, recess and place traffic plates for approximately 6 months until tie-in is completed.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
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WORK ITEMS:

- 1 Saw Cut
- 2 Traffic Control
- 3 Excavation- Pothole
- 4 Plate Delivery, Pick-up
- 5 Dump Fees

ESTIMATED LABOR & EQUIPMENT COST:

1	FOREMAN	12	HRS	\$156.74	\$1,880.88
1	OPERATOR	8	HRS	\$153.53	\$1,228.24
2	LABORERS	32	HRS	\$119.39	\$3,820.48
1	TEAMSTER	8	HRS	\$121.19	\$969.52
				LABOR TOTAL	\$7,899.12
	FOREMAN TRUCK	12	HRS	\$27.89	\$334.68
	CREW TRUCK W/TOOLS	16	HRS	\$44.60	\$713.60
T-29	3-AXLE DUMP TRUCK	8	HRS	\$51.30	\$410.40
E-11	CAT 305 EXCAVATOR	16	HRS	\$89.25	\$1,428.00
L-12	CAT 299 SKID STEER	8	HRS	\$96.60	\$772.80
	COLD PLANE ATTACHMENT FOR 299 SKID STEER	1	DAY	\$320.00	\$320.00
	TRLR-11 KAUFMAN UTILITY TRAILER	1	HRS	\$30.00	\$30.00
					\$0.00
					\$0.00
				EQUIPMENT TOTAL	\$4,009.48

ESTIMATED MATERIAL COST:

Cold Patch Asphalt	10	Bags	\$25.00	\$250.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			MATERIAL	\$250.00
			TAX 9.50%	\$23.75
			MATERIAL & TAX TOTAL	\$273.75

ESTIMATED OTHER COST:

Traffic Plate Delivery/Pick-up	1	LS	\$675.00	\$675.00
Trench Plate Rental, 2 Total for 180 Days	1	LS	\$3,600.00	\$3,600.00
Dump Fee Dirt	1	EA	\$300.00	\$300.00
				\$0.00
			OTHER COST TOTAL	\$4,575.00
			DIRECT COSTS SUBTOTAL	\$16,757.35
			EQUIPMENT, MATERIAL & OTHER COST MARKUP 15%	\$1,328.73
			DIRECT COSTS TOTAL	\$18,086.08
			BOND FEE 1.50%	\$271.29
			GRAND TOTAL	\$18,357.38

GENERAL EXCLUSIONS, QUALIFICATIONS & REMARKS:

1. ALL SPOILS GENERATED FROM EXCAVATION WILL BE HAULED OFF.
2. BID IS BASED UPON UNSIGNED, PRELIMINARY PLANS.
3. BID WORKING NORMAL WORK HOURS 7AM TO 4PM
4. BID EXCLUDES PERMITS, FEES, ENGINEERING, SOIL TESTING AND BONDS.
5. BOND RATE 1.5% (IF APPLICABLE).
6. PRICE VALID FOR 30 DAYS.



July 24, 2024

Mr. Rafael Alamillo
Balfour Beatty
Senior Project Manager
300 E. Esplanade Drive, Suite #1120
Oxnard, CA 93036
ralamillo@balfourbeattyus.com

Re: **Change Order No. 12 for Improvement Plan Revision (Alternate)**
Rose Avenue Elementary – Oxnard, CA
HZ Proposal No. R313694.02

Dear Rafael:

Huitt-Zollars, Inc. appreciates the opportunity to continue to provide professional surveying services to Balfour Beatty (Client) on the Rose Avenue Elementary Project located in Oxnard, CA (Project). Huitt-Zollars is requesting a contract modification for additional staking and re-staking as outline below.

I. SCOPE OF SERVICES:

1.0 Huitt-Zollars will provide staking for utilities on the street per Civil Plans for Quantities dated June 18,2024.

1.1 One (1) pothole location and as-builts for utilities 1,660.00

II. COMPENSATION:

This service will be billed monthly on a Lump Sum basis based on the % of work completed.

1.0 Additional Staking Services: 1,660.00 (LS)

Total Change Order No. 12 \$ 1,660.00 (LS)

III. CONTRACT SUMMARY

The original Contract Sum was:	\$119,900.00
CO 001 :	7,881.00
CO 002 :	000.00
CO 003 :	833.00
CO 004 :	3,765.00
CO 005 :	3,915.00
CO 006 (backcharge accounted for here):	15,203.45
CO 007 :	7,350.00
CO 008 :	8,500.00
CO 009 :	15,600.00
CO 010 :	3,000.00
CO 011 :	<u>4,700.00</u>
The Contract Sum prior to this Change Order:	\$190,647.45

The Contract Sum will be increased by this Change Order 12: \$ 1,660.00

The new Contract Sum including this Change Order will be: \$192,307.45

IV. TERMS AND CONDITIONS:

Our services have been provided per the Professional Services Agreement dated October 8, 2021, between Balfour Beatty and Huitt-Zollars.

V. AUTHORIZATION:

By signing the enclosed copy of this letter and returning it to our office, you acknowledge your acceptance of this change order, which constitutes a contract for professional services.

Sincerely,

HUITT-ZOLLARS, INC.



Michael Kremer, PLS
 Senior Associate / Survey Manager
 CA PLS No. 8425

Jeffrey Okamoto, P.E.
 Senior Vice President / Managing Principal
 CE PE No. 46049

AGREED & ACCEPTED: Balfour Beatty Construction

BY: _____ DATE: _____

Carbajal, Filbert

From: Ruiz, Ruben <ruben.ruiz@arcadis.com>
Sent: Wednesday, July 17, 2024 12:09
To: Garcia, Alex; Alamillo, Rafael; gschober@cfwinc.com
Cc: Kuykendall, Dennis; Carbajal, Filbert; Macare, Maurice; ed.melo; Charles Truong; Allan Lumidao; Timhoyt5@yahoo.com; Kanani, Janvi
Subject: RE: Rose Ave - Latest City Comments - Pothole existing lines.
Attachments: Rose - FW Potholing locations - 2024-07-16.pdf

Alex / Rafael,

Thanks for sending the survey points.

Please note, that the new 8" Fire Water Line has moved toward the East, per attached exhibit.

In order to answer Clara's latest comments, I would suggest to pothole the existing lines where the new FW Line passed.

Ruben Ruiz – LEED GA

Project Manager
4119 Broad Street, Suite 210
San Luis Obispo CA 93401 United States
tel +1 805 546 0433 ext 56677 fax +1 805 546 0504
www.arcadis.com



NOTE: This email message/attachments may contain privileged and confidential information. If received in error, please notify the sender and delete this e-mail message.

From: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
Sent: Monday, July 15, 2024 3:37 PM
To: Ruiz, Ruben <ruben.ruiz@arcadis.com>; Kanani, Janvi <janvi.kanani@arcadis.com>; gschober@cfwinc.com
Cc: Alamillo, Rafael <RALamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Macare, Maurice <maurice.macare@arcadis.com>; ed.melo <ed.melo@bjsce.com>; Charles Truong <ctruong@bjsce.com>; Allan Lumidao <alumidao@bjsce.com>
Subject: RE: Rose Ave - Latest City Comments

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Ruben attached find the cut sheets for the SD, SS, FW surveyed points. The areas have been backfilled, any other elevations would require the areas to be exposed.

Alexander Garcia

Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



From: Ruiz, Ruben <ruben.ruiz@arcadis.com>

Sent: Monday, July 15, 2024 7:28 AM

To: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Alamillo, Rafael <RALamillo@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>

Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; gschober@cfwinc.com; Kanani, Janvi <janvi.kanani@arcadis.com>; Macare, Maurice <maurice.macare@arcadis.com>; ed.melo <ed.melo@bjsce.com>; Charles Truong <ctruong@bjsce.com>; Allan Lumidao <alumidao@bjsce.com>

Subject: Re: Rose Ave - Latest City Comments

Thank you!

Get [Outlook for iOS](#)

From: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>

Sent: Monday, July 15, 2024 8:25:36 AM

To: Ruiz, Ruben <ruben.ruiz@arcadis.com>; Alamillo, Rafael <RALamillo@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>

Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; gschober@cfwinc.com <gschober@cfwinc.com>; Kanani, Janvi <janvi.kanani@arcadis.com>; Macare, Maurice <maurice.macare@arcadis.com>; ed.melo <ed.melo@bjsce.com>; Charles Truong <ctruong@bjsce.com>; Allan Lumidao <alumidao@bjsce.com>

Subject: RE: Rose Ave - Latest City Comments

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Ruben, I'll be looking into this today and get back to you with the information we have available.

Alexander Garcia

Project Superintendent | Balfour Beatty

C: 805-400-5787

E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



From: Ruiz, Ruben <ruben.ruiz@arcadis.com>

Sent: Friday, July 12, 2024 10:15 AM

To: Alamillo, Rafael <RALamillo@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>
Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; gschober@cfwinc.com; Kanani, Janvi <janvi.kanani@arcadis.com>; Macare, Maurice <maurice.macare@arcadis.com>; ed.melo <ed.melo@bjsce.com>; Charles Truong <ctruong@bjsce.com>; Allan Lumidao <alumidao@bjsce.com>
Subject: FW: Rose Ave - Latest City Comments

External Email

Hey Rafael / Alex / Filbert,
Please see the comments from City of Oxnard highlighted below, and the corresponding response from Civil Engineer. Can you please confirm that the lines on the attached .pdf have been potholed, so we can reply back to Clara.

Thanks

Please note, I will be on vacation starting on Monday 7/15 and returning back on 7/22.
Please cc the entire team on this email while I'm out.

Ruben Ruiz – LEED GA

Project Manager
4119 Broad Street, Suite 210
San Luis Obispo CA 93401 United States
tel +1 805 546 0433 ext 56677 fax +1 805 546 0504
www.arcadis.com



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From: Ed Melo <ed.melo@bjsce.com>
Sent: Monday, July 8, 2024 12:46 PM
To: Ruiz, Ruben <ruben.ruiz@arcadis.com>
Cc: Allan Lumidao <alumidao@bjsce.com>; Charles Truong <ctruong@bjsce.com>
Subject: RE: Rose Ave

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Ruben,

Here is a markup of the plan showing the new line in question as well as identifying what information is needed. Basically they will need to verify the top of each existing pipe that the new fire water crosses. I identified each one on the markup.

Ed S. Melo, PE
Director of Civil Engineering

BRANDOW & JOHNSTON
STRUCTURAL + CIVIL ENGINEERS

700 S Flower Street, Suite 1200
Los Angeles, CA 90017
C: 323-761-0830
[My LinkedIn Page](#)

"Building a Better Southern California Since 1945"
www.bjsce.com | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

From: Ruiz, Ruben <ruben.ruiz@arcadis.com>
Sent: Monday, July 8, 2024 10:50 AM
To: Charles Truong <ctruong@bjsce.com>; Ed Melo <ed.melo@bjsce.com>
Cc: Allan Lumidao <alumidao@bjsce.com>
Subject: RE: Rose Ave

Charles / Ed,
Per our conversation can you give me a short reply we can send back to Clara, when you get a chance.
I have a meeting from 11-12, but I should free up later in the afternoon.

Ruben Ruiz

ARCADIS
Tel +1 805 546 0433 ext 56677

From: Magana, Clara <clara.magana@oxnard.org>
Sent: Wednesday, July 3, 2024 11:53 AM
To: Ruiz, Ruben <ruben.ruiz@arcadis.com>; Charles Truong <ctruong@bjsce.com>
Subject: Rose Ave

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Hi Ruben/Charles

See attached, the fourth plan check that I reviewed didn't show the existing utilities, however my recollection is that we went back and forth on some concerns that I had on the electronic plans that were sent. I discussed the attached scenario with the City Engineer and with the existing utilities we are looking for a better solution and the cover on the waterline is a concern .

Could you please verify that the utilities have been potholed and that the elevations shown on the mylars are accurate. Based on the attached drawing there may be an alternative so that there is more cover on the waterline. If you can achieve 24" cover on the waterline, that is preferred with a note to have it backfilled with slurry. Otherwise the line will need to be sleeved to protect the waterline with slurry backfill on the 45's. The line shall also be noted as DR14.

--

Clara Magaña | Assistant Civil Engineer
Community Development Department

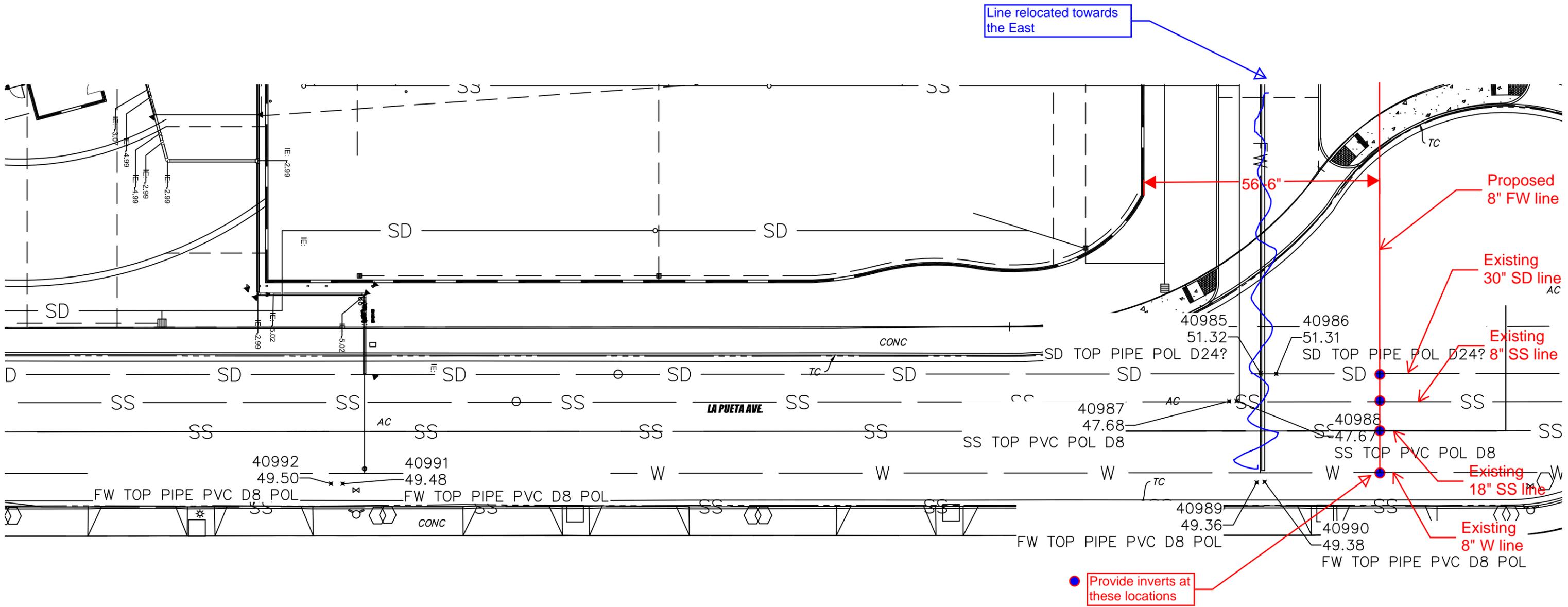


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CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 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") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District 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

#17-158

to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.

- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- 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 Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from 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

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

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

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

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

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

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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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 or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District 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, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. 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 _____ as Project Manager/Superintendent for the Project. So long as _____ 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 an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

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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

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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:

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Dennis Kuykendall

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 South Victoria Avenue, Suite 106
Oxnard, CA 93035

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

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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.

EXHIBIT B

Oxnard School District – Rose Avenue Elementary School Reconstruction

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

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review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

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of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOB) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

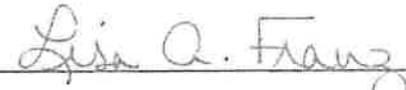
CONTRACTOR

Balfour Beatty Construction, LLC
10620 Trenea St., Suite 300
San Diego, CA 92131

By: 
Name/Title: Brian Cahill, President, California Division
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, CA 93030

By: 
Name/Title: Lisa A. Franz, Director, Purchasing
Date: 11-7-17

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Credit Change Order #003 for Agreement #22-238 with Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)

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

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

On May 17, 2023 the Board entered into an agreement with Viola Constructors to serve as the Lease-Leaseback Contractor for the project.

This Credit Change Order is required to return to the District funds required under the Sub-Lease Payments portion of the Lease Leaseback process which had been inadvertently billed under the Construction Services Agreement.

FISCAL IMPACT:

(\$188,150.00) – Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Credit Change Order #003 from Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Project.

ADDITIONAL MATERIALS:

Attached: [Change Orders #003 \(4 Pages\)](#)

[Agreement #22-238, Viola Constructors - Driffill ECDC Project \(31 Pages\)](#)



CHANGE ORDER

Date: 10-16-2024

CHANGE ORDER NO. 003

PROJECT: Drifill Elementary School ECDC
O.S.D. BID No. N/A
O.S.D. Agreement No. 22-238

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

ARCHITECT Flewelling & Moody
99 South Lake Ave. #300
Pasadena, CA 91101

CONTRACTOR: Viola Constructors
5811 Olivias Park Dr. #204
Ventura, CA 93003
Attn: Mr. Michael Viola

Architects Proj. No.: 3057.0000
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-123351

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 3,462,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 21,478.73
ADJUSTED CONTRACT SUM.....	\$ 3,483,478.73
NET CHANGE	\$ (188,150.00)

Total Change Orders to Date: \$ (166,671.27)

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.3..... \$ 3,295,328.73

Anticipated Commencement Date..... **November 01, 2023**

Actual Commencement Date: November 01, 2023

Original Completion Date: August 30, 2024

Original Contract Time: 307 Calendar Days

Time Extension for all Previous Change Orders: Zero Days

Time Extension for this Change Order: Zero Days

Adjusted Completion Date: August 30, 2024

Percentage **Zero Percent (0%)**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	GMP Correction Credit			(\$188,150.00)	
2.					
3.					
4.					
5.					
6.					
	Totals				

Total Change Order No. 3 (\$188,150.00)

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DEPUTY SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL – N/A

DATE: _____



Viola Incorporated
 5811 Olivas Park Dr, Suite 204
 Ventura, California 93003
 Phone: (805) 487-3871
 Fax: (805) 487-3870

Project: 23-29 - Driffill New PK, TK and Kindergarten Classroom
 910 South E Street
 Oxnard , California 93030

Prime Contract Change Order #003: GMP Correction

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	FROM:	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
DATE CREATED:	8/27/2024	CREATED BY:	Patrick Waid (Viola Inc.)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:	Patrick Waid (Viola Inc.)	REVIEWED BY:	Patrick Waid (Viola Inc.)
DUE DATE:	09/10/2024	REVIEW DATE:	08/27/2024
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	0 days	EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:Driffill New PK, TK and Kindergarten Classroom	TOTAL AMOUNT:	(\$188,150.00)

DESCRIPTION:
 Guaranteed Maximum Price Correction

ATTACHMENTS:

CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:

COR #	Title	Schedule Impact	Amount
003	GMP Correction	0 days	(\$188,150.00)
Total:			(\$188,150.00)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
003	CE #005 - GMP Correction	0 days	(\$188,150.00)
Total:			(\$188,150.00)

CHANGE ORDER LINE ITEMS:

PCO # 003: CE #005 - GMP Correction

#	Budget Code	Description	Amount
1	01-00-00.O General Requirements.Other	GMP Correction	\$(188,150.00)
Grand Total:			\$(188,150.00)

The original (Contract Sum)	\$3,462,000.00
Net change by previously authorized Change Orders	\$21,478.73
The contract sum prior to this Change Order was	\$3,483,478.73
The contract sum will be decreased by this Change Order in the amount of	(\$188,150.00)
The new contract sum including this Change Order will be	\$3,295,328.73
The contract time will not be changed by this Change Order.	



Jun Tanaka (Flewelling & Moody)

Oxnard School District
1051 South A Street
Oxnard, California 93030

Viola Inc.
5811 Olivas Park Dr. Ste 204
Ventura, California 93003

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

Oxnard School District

PURCHASE ORDER
 NO: P24-02589
 DATE 11/02/2023

Phone: (805) 385-1501 x2412 or 2413

Fax: (805) 385-1507

SHIP TO:
 Facilities
 1055 S C STREET
 Oxnard, CA 93030-7442

Vendor Phone: FAX:
 VIOLA INC.
 P.O. BOX 5624
 OXNARD, CA 93031-5624

BILL TO:
 Accounts Payable
accountspayable@oxnardsd.org
 1051 South A Street
 Oxnard, CA 93030-7442

Customer Acct #:

ORDER LOCATION 630 - Facilities	Emailed	Faxed	Mailed	VENDOR # 006117/1	REQUISITIONER Lisa Franz	REQUISITION # R24-02845
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DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
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ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	PROVIDE LEASE-LEASEBACK CONSTRUCTION SERVICES FOR THE DRIFFILL ELEMENTARY SCHOOL ECDC PROJECT PER AMENDMENT #001 TO AGREEMENT #22-238 APPROVED BY THE BOARD OF TRUSTEES ON 10/18/2023	3,462,000.00	\$3,462,000.00

ACCOUNT DISTRIBUTION
 (094036) 350- 6250- 7700- 0- 0000- 8500- 038- 600- CPTK- 0

AMOUNT
 \$3,462,000.00

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.
7. Charges for the purchase in excess of 10% must be verified before delivery.

Order Sub-Total	\$3,462,000.00
Sales Tax	.00
Shipping	.00
Adjustment	.00
Order Total	\$3,462,000.00

**** End of Order ****

AUTHORIZED BY:

Lisa A. Franz

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

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

RECITALS

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

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

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

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

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

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

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

AMENDMENT

The Parties agree to revise the following language to SECTION 1 of the Agreement:

H. Site. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attached hereto to the Site Lease.

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

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

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

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

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign Patrick Waid as Project Manager/~~Superintendent~~ for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions. But not assigned exclusively to this project. 7/17/11

APPROVED:

Viola Inc.

Michael T. Viola
Signature

Michael T. Viola, President / CEO
Typed Name/Title

October 25, 2023
Date

Oxnard School District:

Lisa A. Franz
Signature

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

10-30-2023
Date

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

EXHIBIT A

Scope of Work

DRAWINGS

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

PROJECT DESCRIPTION

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

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

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

GENERAL INFORMATION (1 SHEET)

T0.01 TITLE SHEET

CIVIL (11 SHEETS)

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

LANDSCAPE (7 SHEETS)

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

ARCHITECTURAL (6 SHEETS)

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

ELECTRICAL (12 SHEETS)

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

SCOPE OF WORK

THE PROJECT SCOPE CONSISTS OF THE FOLLOWING WORK:

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

MANUFACTURER (9 SHEETS)

SITE SPECIFIC SHEETS (72x40' BUILDING):

ARCHITECTURAL	
BA1.02	(5) 72x40' FLOOR PLAN
BA1.03	INTERIOR ELEVATIONS & DETAILS
BA1.04	RR FLOOR PLAN & INTERIOR ELEVATIONS
BA1A.2	(5) 72x40' ROOF PLAN
BA1A.3	(5) 72x40' EXTERIOR ELEVATIONS
MECHANICAL	
BA2B.1	(5) 72x40' MECHANICAL & REFLECTED CEILING PLAN
ELECTRICAL & LIGHTING	
BA3.2	(5) 72x40' ELECTRICAL POWER & SIGNAL PLAN
BA3.3	(5) 72x40' LIGHTING PLAN
STRUCTURAL	
BS1C.2A	(5) 72x40' FOUNDATION PLAN

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

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

TOTAL SHEETS: 85 SHEETS

Oxnard School District

PURCHASE ORDER
 NO: P23-05185
 DATE 05/19/2023

Phone: (805) 385-1501 x2412 or 2413

Fax: (805) 385-1507

SHIP TO:
 Facilities
 1055 S C STREET
 Oxnard, CA 93030-7442

Vendor Phone: FAX:
 VIOLA INC.
 P.O. BOX 5624
 OXNARD, CA 93031-5624

BILL TO:
 Accounts Payable
accountspayable@oxnardsd.org
 1051 South A Street
 Oxnard, CA 93030-7442

Customer Acct #:
 ORDER LOCATION
 630 - Facilities

Emailed Faxed Mailed

VENDOR # **REQUISITIONER** **REQUISITION #**
 006117/1 Lisa Franz R23-05482

DATE REQUIRED **F.O.B.** **TERMS OF PAYMENT** **SHIP VIA** **BUYER** **RPQ #**

ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	PROVIDE LEASE-LEASEBACK PRE-CONSTRUCTION SERVICES FOR THE DRIFFILL SCHOOL NEW TRANSITIONAL KINDERGARTEN PROJECT PER AGREEMENT #22-238	27,870.00	\$27,870.00
			*APPROVED BY THE BOARD OF TRUSTEES ON 5/17/2023		
			ACCOUNT DISTRIBUTION	AMOUNT	
			(091901) 350- 6272- 7700- 0- 0000- 8500- 038- 600- 002A- 0	\$27,870.00	

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.
7. Charges for the purchase in excess of 10% must be verified before delivery.

Order Sub-Total	\$27,870.00
Sales Tax	.00
Shipping	.00
Adjustment	.00
Order Total	\$27,870.00

**** End of Order ****

AUTHORIZED BY:

Lisa A. Franz

OSD AGREEMENT #22-238

CONSTRUCTION SERVICES AGREEMENT

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

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

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

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

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

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

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

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

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

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be TBD (\$XX,XXX,XXX.XX). The GMP consists of (1) a Preconstruction Fee in the amount of **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cent (\$27,870.00)**. (2) a Sublease Tenant Improvement and, (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen

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

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

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

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

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

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

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SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

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

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Inspector of Record.

- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications

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

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

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principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Patrick Waid as Project Manager for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions. The Project Manager is not an exclusive position and does not preclude any other parallel assignment within or outside the District.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease.

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In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary

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investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous

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

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

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SECTION 20. INDEPENDENT CONTRACTOR

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

SECTION 21. ACCOUNTING RECORDS

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

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

SECTION 22. PERSONAL LIABILITY

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

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SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

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

If to the District:

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

With A copy to:

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

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

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

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SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

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SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

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

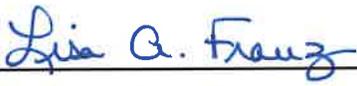
CONTRACTOR

THE DISTRICT

Viola, Incorporated

Oxnard School District,
A California school district

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


Director, Purchasing
5-18-2023

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

May 17, 2023

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

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OXNARD SCHOOL DISTRICT

Driffill K-8 New Transitional Kindergarten Facilities Project

CONSTRUCTION SERVICES AGREEMENT

May 17, 2023

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EXHIBIT B

**Oxnard School District – Drifill New PK, TK
and Kindergarten Classroom Project**

Preconstruction Services

The District desires to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Twenty-Seven Thousand Eight Hundred Seventy Dollars and No Cents (\$27,870.00)** to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off- site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, “DSA”), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District’s Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

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2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOB) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Driffill K-8 New Transitional Kindergarten Facilities Project

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B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

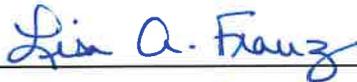
CONTRACTOR

Viola, Incorporated

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

THE DISTRICT

Oxnard School District,
a California school district

By: 
Title: Director, Purchasing
Date: 5-18-2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 16, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #24-129 – Art Trek, Inc. (Fox/Anguiano)

Art Trek, Inc. will provide art lessons to students at Chavez School during the 2024-2025 school year.

Term of Agreement: October 17, 2024 through June 30, 2025

FISCAL IMPACT:

Not to Exceed \$31,112.50 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Chavez School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-129 with Art Trek, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-129, Art Trek Inc \(CHA\) \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



ART TREK, INC.

A 501 (C) (3) non-profit organization

2024-2025 PROPOSAL FOR SITE INSTRUCTIONAL SERVICES CHAVEZ ELEMENTARY 10 ART JOURNAL CLASSES

This proposal for Instructional Services between Chavez Elementary School with its address at 301 N. Marquita St., Oxnard, CA, 93030 and Art Trek, with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

Chavez Elementary finds that Art Trek is willing to perform certain work described in accordance with the provisions of this proposal. In consideration of this mutual proposal set forth herein and intending to be legally bound, the parties hereto agree as follows:

TERM of SERVICES for four weeks of art lessons

ART TREK shall provide the following services to your school:

- Art Trek Site Instructors for 10 art lessons K-8th grades throughout the year
These classes will be on site for a total of 32.75 hours per lesson.
- Materials included

PAYMENT: Art Trek will be paid as follows:

Art Trek shall be paid for the number of hours on campus per lesson. Total number of hours per lesson equals 32.75.(to be adjusted with any changes made at the start of the school year.)

- **Program Fee:** To be paid for the number of hours @ \$ 95.00 per hour

32.75 hours per lesson x \$95 per hour = \$3111.25 per lesson

TOTAL: \$3111.25 per lesson x 10 lessons= \$31,112.50

INVOICING

An invoice will be mailed monthly for payment. Payment is due upon receipt.

This proposal shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

If this proposal meets with your approval, please sign, date, and return so we can move forward!



 Nan Young- Executive Director

April 23, 2024

 Date

 Lisa Franz - Director of Purchasing

 Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 16, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #24-130 – Mindset Academy by SWEAT III (Fox/Fernandez)

Mindset Academy by Sweat III will offer enrichment programs and workshops designed to equip students with tools and strategies for personal and academic development.

Terms of Agreement: October 17, 2024 through June 30, 2025

FISCAL IMPACT:

Not to Exceed: \$19,450.00 – Title III (\$9,450.00) / LCFF (\$10,000.00)

RECOMMENDATION:

It is the recommendation of the Principal, Elm School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-130 with Mindset Academy by SWEAT III.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-130, Mindset Academy by SWEAT III \(ELM\) \(4 Pages\)](#)
[Proposal \(Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
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The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

Memorandum of Understanding Between MINDSET ACADEMY by SWEAT III and
Elm Elementary School

This agreement specifies the expectations of the partnership between Elm Elementary School and MINDSET ACADEMY by SWEAT III 408 4TH St West Sacramento, CA 95605. The partnership takes effect upon approval through June 7th 2025

Student Engagement, Social and emotional development workshops

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

- SEL
- PBIS
- FAMILY VOICE
- RELATIONSHIP DEVELOPMENT

Workshop Goals & Objectives

Services Provided to Elm Elementary School

1. 1 Kickoff Assembly (School wide)
2. 4 Days of Mindset Academy workshops/ Huddles (Focus groups)
3. 4 Padres Presentes Workshops
4. 1 End of the year assembly
5. Total 6 days of service

Service Schedule

- October 28th Kickoff Assembly/Workshop (1)/ Padres Presentes (1)
- January 29 Padres Presentes (2) / student huddles
- January 30 Student Workshops (2)
- March 12 Padres Presentes(3) /Student huddles
- March 14 Student Workshop (3)
- June 5 Student Workshop (4) /Padres Presentes (4)/ End of year Assembly

Responsibilities of Contractor:

Mindset Academy by SWEAT III

- Facilitate Training
- Workshop/ Assembly for students
- Provide tools and strategies for students
- Materials and Travel
- workshop series
- SEL, Mind Setting, Character Development

Responsibilities of Elm Elementary School District

- Secure the amount of \$19,450.00
 - Will be invoiced in 1 amount of \$19,450.00
- Services will be provided upon approval through June 7th 2025

Signature



Program Representative

Date: 8/23/24

(Site/School) Representative

Date: _____

(Site/School) Representative

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 16, 2024

Agenda Section: Section C: Academic Agreement

Approval of Agreement #24-131 – San Diego County Superintendent of Schools (Fox/Cordes)

San Diego County Superintendent of Schools will provide Professional Development for 7th and 8th grade world language middle school teachers during the 2024-2025 school year.

Term of Agreement: October 17, 2024 through June 30, 2025

FISCAL IMPACT:

Not to exceed \$24,500.00 – Title III

RECOMMENDATION:

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-131 with San Diego County Superintendent of Schools.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-131, San Diego Cty Supt of Schools \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
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- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
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 - 3) Waiver of subrogation: CG 24 04 05 09
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- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
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Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

SAN DIEGO COUNTY OFFICE OF EDUCATION
Multilingual Education and Global Achievement Department

OXNARD SCHOOL DISTRICT
2024-25 Multilingual Education Support

Prepared by Eva Pando Solís, Ph.D.

PURPOSE & SCOPE

The purpose of this work is:

To increase the capacity of 7th and 8th grade world languages teachers in the Oxnard School District to plan units of study and to provide high-quality Spanish language and content instruction aligned to the *2019 California World Languages Standards*, the *Spanish Language Arts Common Core Standards* and the *California World Languages Framework*.

Deliverables

- Three professional learning sessions for 7th and 8th grade world languages teachers. Each session will consist of one full day and one half day of in-person professional learning on consecutive Thursdays and Fridays (dates TBD).
- Planning and preparation of all materials, handouts, and presentations needed for the PL sessions
- Consultation and coordination meetings and calls, as needed

COST:

A proposed contract for **\$24,500** includes all related costs: in-person professional learning sessions, preparation of all necessary materials, travel and lodging costs, and consultation and collaboration.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 16, 2024

Agenda Section: Section C: Personnel Agreement

Approval of Agreement #24-132 – Alliant International University Inc. (Torres/Carroll)

Alliant International University Inc. will allow students from Alliant International University Inc. to obtain suitable clinical experience through supervised teaching to students enrolled in psychology, school counseling, or teaching programs.

Term of Agreement: October 17, 2024 through June 30, 2027

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-132 with Alliant International University Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-132, Alliant International University Inc. 2024-2027 \(10 Pages\)](#)



MEMORANDUM OF UNDERSTANDING

Between

ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA PUBLIC BENEFIT CORPORATION

And

OXNARD SCHOOL DISTRICT

Alliant International University, Inc., a California Public Benefit Corporation (the “University”), and Oxnard School District (the “District”) agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, “Interns”) who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective October 17, 2024 to June 30, 2027 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days’ written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

The University agrees and certifies that:

1. Each Candidate shall have met the Basic Skills Requirement by way of California Basic Educational Skill Test (CBEST) or other exam option, coursework option, or combination option and, for Student Teachers and Teacher Interns, required subject matter competency is required prior to Clinical Practice clearance for Student Teachers (Clinical Practice III) or Intern (Clinical Practice I).
2. Each Candidate shall possess a minimum of a Bachelor’s Degree, documented by official transcripts with a minimum overall GPA of 2.5. Candidates must have a minimum of 3.0 GPA to be recommended for a credential (Intern, Preliminary, or Clear).
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 450 hours of verified Practicum Experience and 1200 hours of Culminating Field Experience or Internship, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum Experience and 800 hours of Culminating Field Experience or Internship.
4. Each Teacher Intern and/ or Student Teacher candidate shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.

6. University Supervisors will observe and evaluate Teacher Interns via the AMS at least three (3) times during an 8-week term and provide annotated feedback via the AMS for the video observation(s).
7. Alliant Personnel will correspond with District Employed Supervisors, District Support Providers (Interns) and Cooperating Teachers (Student Teachers) at the beginning of the Candidate's field experience in order to support the Candidate.
8. For Teacher Education programs, District Support Providers will be required to provide support and guidance an average 5 hours per week documented using Alliant's matrix/tool as aligned with the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to Cooperating Teachers for Student Teachers in the amount of \$175 per 8-week term.
10. The University understands that all Student Teacher Candidates, Interns, and PPS Candidates are required to adhere to all state and local health orders.
11. If the University finds that an Intern performs below standards acceptable to the University, after appropriate support and advice have been exhausted and the Intern has been withdrawn from the program, the University is to provide immediate written notification to the District.

FINGERPRINT

The University shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

- A. Require all students and employees of University who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");
- B. Prohibit students and employees of University from coming into contact with pupils until the CDOJ has ascertained that the student or employee has not been convicted of a felony as defined in California Education Code Section 45122.1;
- C. Certify in writing to the District that neither University nor any of University's employees or students who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and
- D. Provide a list of the names of University's students and employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for student and employee changes and shall list students and employees by appropriate school site.
- E. The District may require the University and its students who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion

TB CLEARANCE

University certifies that all personnel providing services to students of the District are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students and that such personnel shall provide evidence of freedom from tuberculosis within the past sixty (60) days before starting service at the school site. TB Clearance is required at the point of Clinical Practice I clearance for California Student Teachers and Arizona Alternative Educators.

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.

2. The District and the University, in partnership, will ensure School Counseling candidates meet with their supervisor for one (1) hour of individual or one-and-one half (1.5) hours of small group (limited 8 candidates per group) supervision per week.
3. The District and the University, in partnership, will ensure that Site Supervisors for School Counselors meet the following qualifications: (1) Possession of a valid PPS School Counselor Credential (2) Minimum of two (2) years PPS experience as appropriate to the candidate's fieldwork setting. (3) The supervisor is responsible to undergo training in models of supervision, the SCPEs, and program fieldwork requirements and share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
4. The District and the University, in partnership, will ensure that the Site Supervisors for School Psychologists meet the following qualifications: (1) Possession of a PPS School Psychologist Credential (2) Minimum of three (3) years of experience as professional in the field. (3) Knowledge of context and content appropriate to the practicum experience.
5. The Intern's services shall meet the instructional or service needs of the District.
6. The District and Student Teacher or Intern agree to provide quality educational experience to their students through in-person learning environments. Online schools, independent study programs, and home schools are prohibited as placements for Interns. When candidates are teaching at online schools, independent study programs, or home schools, the required experience may be challenging and, in some cases, impossible to achieve. Program must consider if the employment setting is appropriate for learning to teach and if the program will ensure that the Interns, Student Teachers, PPS candidates can get the significant experiences required to complete their course work in their programs. This includes the ability to teach whole groups of students. Decisions regarding fieldwork placements, including placements as a teacher of record, are the responsibility of the program, not the candidate nor the employer.
7. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
8. Each Intern shall be assigned as an Intern/Teacher of Record under a contract with an appointment of at least .60 FTE of their workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
9. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance of a criminal background check or a photocopy of a California teaching permit, and verification that they are free from tuberculosis.
10. No Intern shall displace any fully credentialed employee in the District.
11. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
12. The District and the University, in partnership, must provide support for each Alliant candidate.
13. For Teacher Education the District and University, in partnership, must provide a minimum of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).

14. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
15. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice field experiences.
16. District Support Providers will correspond with Alliant Personnel at the beginning of the candidate's field experience in order to support the candidate.
17. The District Support Provider will support and provide guidance for an average of 5 hours per week as documented using Alliant's matrix/tool as aligned with the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
18. District Site Support Providers must hold credentials in the same exact areas as the Interns they support and/or hold a valid, clear California Administrative Services Credential.
19. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, 10% of each area of the student population must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
20. District Support Providers for Interns, and Cooperating Teachers for Student Teachers must have a minimum of three (3) years' teaching experience, have a clear Credential in the credential area they are supervising (or a valid clear California Administrative Service Credential).
21. The program provides district-employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, adult learning theory, and current content specific pedagogical and instructional practices, as well as to effective supervision approaches such as cognitive coaching. To facilitate district-employed supervisors meeting program expectations, the program ensures that district-employed supervisors remain current in the knowledge and skills necessary for effective candidate supervision.
22. Should an Intern or Student Teacher subject to this MOU fail to adhere to any of the above expectations, District will work with the University attempt to reach a mutually acceptable outcome. If a mutually acceptable outcome cannot be reached between District and the University, District reserves the right to release any Intern or Student Teacher.
23. If the District finds that an Intern performs below standards acceptable to the District, after appropriate support and advice have been exhausted and is removed from the paid Intern position by the District, the District is to provide immediate written notification to the University.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding. Further, University agrees to maintain sexual misconduct liability insurance, at \$2,000,000 for each victim, and \$4,000,000 for each policy year.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit,

\$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance under the District but that the University does maintain worker's compensation insurance for student coverage.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was

in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance under the District but that the University does maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.
2. As used herein, "Confidential Information" means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party's products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and

students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the "Receiving Party") without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the "Disclosing Party") hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.

3. The District and the University acknowledge that the University's use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by email signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

The obligations of the parties to this MOU are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, natural disasters, riots, wars, epidemics, pandemics, or any other similar cause.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:

Dr. Kristy Pruitt, Dean
California School of Education
Alliant International University, Inc.

Date

Address:

10455 Pomerado Rd.
San Diego, CA 92131

Oxnard School District:

Melissa Reyes,
Director of Purchasing

Date

Oxnard School District

Address:
1051 South A. Street
Oxnard, CA 93030

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #24-133, Pavement Engineering Inc. (Mitchell/Miller)

Pavement Engineering Inc. (PEI) will provide engineering design and support, inspection, and contract administration services for pavement projects at Curren, Soria, Lemonwood, Marina West, McAuliffe, and San Miguel Schools, as well as at the Operations Center.

Term of Agreement: October 17, 2024 through August 25, 2025

FISCAL IMPACT:

\$140,400.00 – Deferred Maintenance Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #24-133 with Pavement Engineering Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-133, Pavement Engineering Inc. \(15 Pages\)](#)
[Proposal \(5 Pages\)](#)



SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

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

PROVIDER.

Provider _____

Telephone Number _____

Street Address _____

Fax Number _____

City, State, Zip code _____

E-mail Address _____

Tax Identification or Social Security Number _____

License Number (if applicable) _____

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

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

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

Contract Number _____

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider’s sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider’s services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

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

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

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

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

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

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

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

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

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

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

*PER ATTACHED PROPOSAL #MP24-178A

WORK SCHEDULE:

TBD

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org, Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

August 26, 2024

MP24-178A

Dana Miller
 Maintenance and Operations Director
 Oxnard School District
 1051 S A Street
 Oxnard, CA 93030

Subject: Proposal for Engineering Design Services and Contract Administration for the 2024-25 Oxnard SD Pavement Project

Dear Dana:

We appreciate the opportunity to quote for engineering design services, inspection, engineering support and contract administration for the District's 2024-25 asphalt maintenance work. The treatments and estimated construction costs are from the District's Five-Year Pavement Assessment Study, dated November 2020.

The District has selected the following areas for the project:

SCHOOL SITE	AREAS	TREATMENT TYPE	ESTIMATED CONSTRUCTION COST	DESIGN COST	QA COST
Curren	A - G	Maintenance	\$85,000	\$6,375	\$8,500
Juan Lagunas Soria	A - E	Maintenance	\$115,000	\$8,625	\$11,500
Lemonwood	A - F	Maintenance	\$100,000	\$7,500	\$10,000
Marina West	A, B, D, F	Maintenance	\$80,000	\$6,000	\$8,000
McAuliffe	A, C, H2, I	Maintenance	\$100,000	\$7,500	\$10,000
Operations Center	A - B	Maintenance / R&R	\$275,000	\$24,525	\$27,500
San Miguel	A - D	Maintenance	\$25,000	\$1,875	\$2,500
Total Cost:			\$780,000	\$62,400	\$78,000

SCOPE OF WORK

Task 1: Engineering Design Services

Our scope of work includes preparing plans, technical specifications and an engineer's estimate for each project school site. The plans will clearly define the areas of work and the associated details will provide clarity for each item of work. The specifications will provide the technical requirements for performing each item of work.

At the start of the design process, PEI will discuss with District staff to discuss each site and determine if there are any specific drainage problems or other special needs that can be addressed or corrected as part of our design.

During the bid process, PEI will provide support services, including preparation of addenda as necessary. DSA review/approval and city permitting are not included in the scope of work.

Task 2: Inspection, Engineering Support and Contract Administration Services

Our scope of work includes attending meetings, including preconstruction, progress and final inspection; reviewing schedule and technical submittals; reviewing payment requests; developing technical change orders; processing final payments; project closeout and coordinating all work with the District.

PEI will provide an inspector to observe all construction activities at each site and provide field testing for the pavement portions of the work. Testing services include the field and laboratory testing necessary to assure that the contractor is providing the required quality of workmanship and materials during construction. Field testing includes performing field density tests on soils, aggregates and asphalt concrete using a nuclear density gauge. Laboratory tests include determining the maximum density and optimum moisture content for soils and aggregates and maximum compacted unit weight, maximum theoretical unit weight, stability, air voids and core unit weights for asphalt concrete.

Regular visits by the project manager are included in this work. The project manager will be the owner's representative liaison for the construction project, will report on the project progress and quantities and will provide written inspection reports for each day of construction, while the daily duties or specialized tasks are performed by PEI personnel.

Upon completion of the project, PEI will prepare a final report that outlines all the work completed at the various sites along with test results.

FEES

PEI is providing a fee for each task and sites as summarized in the table.

Task 1: Engineering Design Services

Our estimated fee to perform the design work identified in the engineering design will be invoiced as Task 1 (NTE \$62,400).

Task 2: Inspection, Engineering Support and Contract Administration Services

Our estimated fee to perform the construction support work identified will be invoiced as Task 2 (NTE \$78,000).

PEI's work for this task will be invoiced on a time and materials basis. The level of PEI effort is estimated based on an eight-hour day and providing engineering support/contract administration, testing and inspection services. Additionally, inspection services are invoiced as follows:

Between 0 and 4 hours will be invoiced at 4 hours
Between 4 and 8 hours will be invoiced at 8 hours

Our inspection fees account for prevailing wages. Overtime will apply for workdays exceeding eight hours. This proposal assumes that the District will monitor the contractor pertaining to all labor compliance issues.

Dana Miller
MP24-178A
August 26, 2024
Page 4

SCHEDULE

Depending on the selection of sites, the turnaround time can change once a 90% package is prepared, PEI will meet with the District to review the plans and will expedite any revisions.

All fees and costs associated with this project are subject to final negotiation with the Oxnard School District. The attached proposal conditions apply. DSA approval and review, city permitting, the design of C.3 stormwater improvements, and LID's are not included in our scope of work.

We look forward to working with you, Dana. Our goal is to deliver services with the highest degree of honesty, trust and professionalism. If you have any questions regarding the contents of this proposal, please do not hesitate to call me at (805) 781-2265.

Very truly yours,
PAVEMENT ENGINEERING INC.



Sam Ho, P.E.
Senior Associate Engineer

Enclosures: Proposal Conditions



PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession. Reports and construction documents will be signed by a registered civil engineer.
3. Fees for lump sum or unit price proposals will be charged at the quoted price. The quoted prices include all laboratory testing costs. Fees for engineering and technical services on a time and materials basis will be charged at the applicable hourly rates of the current PEI fee schedule.
4. The proposal is based upon providing liability insurance with limits up to \$1,000,000.
5. Payment: Invoices will be submitted at the completion of the work for engineering reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-134 – Caldwell Flores Winters Inc. (Mitchell)

Caldwell Flores Winters, Inc. will provide consulting services to the Oxnard School District to assist in procuring State Aid funds for improvements to district facilities.

Terms of Agreement: December 1, 2024 through November 30, 2029

FISCAL IMPACT:

Fee of 2 percent per application of the principal amount of any and all grants received.

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #24-134 with Caldwell Flores Winters Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-134, CFW -State Aid Contract 2024-2029 \(7 Page\)](#)

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This contract (“Contract”) is entered into this 16th day of October 2024, and is made by and between Caldwell Flores Winters, Inc. (hereinafter, “CFW”) and the Oxnard School District of Ventura County, a California public school district, (hereinafter, “District”), and collectively are herein after referred to as the “Parties.”

RECITALS

WHEREAS, CFW provides professional consultant services for facilities planning and assessments, educational program consulting, State aid grants for the modernization and construction of school facilities, election services for bond/parcel tax campaign committees, and program implementation services for facilities and educational programs throughout the State of California;

WHEREAS, the District has previously contracted under separate agreements with CFW for the provision of professional consultant services for State aid services, and professional program implementation services and acknowledges such agreements;

WHEREAS, an affiliate company, CFW Advisory Services LLC, provides municipal advisory services in the issuance of municipal debt obligations;

WHEREAS, the District has contracted under separate agreement with an affiliate company, CFW Advisory Services, LLC for the provision of municipal advisory services in the issuance of municipal debt obligations, and acknowledges such agreement;

WHEREAS, CFW may provide an integrated delivery method for these services for which the District has been apprised and may contract over time in whole or in part for these services by separate agreements or through its affiliate company, CFW Advisory Services LLC;

WHEREAS, the District is seeking to retain the services of a professional consulting firm for the purpose of providing professional consulting, advice, strategic planning and solicitation of State grants through the State School Facility Program and related programs offering funding to California public school districts for facilities programs (hereinafter, “State Aid Services”);

WHEREAS, the District desires to retain the professional services of CFW to provide State Aid Services, as approved by the District and more particularly described in this Contract;

WHEREAS, the District has determined that it cannot provide through its own personnel the services to be performed by CFW under this Contract, the services provided by CFW are exempt from Public Contract Code section 20111, and the District has fully complied with its policies, bylaws, rules, and/or procedures for entering into this Contract;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the following is hereby agreed:

I. PROFESSIONAL CONSULTANT SERVICES

CFW agrees to provide the District with professional consulting services in the form of State Aid Services as more fully set forth and specified in Exhibit A, incorporated herein and made a part of this Contract by reference.

II. DISTRICT COOPERATION

In order to perform the proposed scope of work, the District understands and agrees to cooperate with CFW by furnishing all necessary District information and records in a timely, diligent and accurate basis to the extent practicable and upon the request of CFW. On occasion, CFW may require the opportunity to consult with District staff to obtain information that is not readily available from District records and to clarify information that is not otherwise self-evident. The District agrees from time to time to make its staff available for these consultations.

From time to time, when necessary and appropriate, CFW may request that the District authorize access to consultants and professional services that the District is currently working with or in need of procurement in order to complete the scope of work contemplated herein. The District agrees to provide or authorize access to these additional professional services as necessary to carry out the scope of work, if needed.

III. CONFIDENTIALITY OF INFORMATION

CFW recognizes that information related to the services provided by CFW may be deemed public information and subject to be published and/or disclosed to the public as determined and directed by the District and/or State Law. Under this Contract, it shall be the responsibility of the District to make such determination of whether a particular document or other tangible information is subject to disclosure and to disclose said information at the appropriate time. Subject to that determination, CFW shall regard all information received during the performance of services pursuant to this Contract and all information produced by CFW as confidential and shall not disclose such information to any other person or party without prior consent of the District. Upon written determination by the District of information to be published and/or disclosed to the public, CFW will cooperate to the extent possible to disclose or publish that information consistent with State Law.

IV. TERM

The Parties recognize and acknowledge that it often takes many years for the District to secure grant funding through the State School Facility Program and related programs offering funding to California public school districts for facilities programs. In light of this consideration, the Parties have agreed to a term as follows to provide State Aid Services pursuant to Exhibit A, including to develop a strategy,

update the District's eligibility, submit applications, advocate on the District's behalf, and secure funding.

The Term of this Contract shall commence upon approval by the Board of the District and shall continue through November 30, 2029. The District may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the Governing Board of the District.

The Parties further recognize that the payment of the fee to CFW is contingent on the District receiving a grant. It is intended that the obligation to pay the fee shall survive beyond the term of this Contract for (1) any application submitted by CFW to the Office of Public School Construction or any other grant agency and/or (2) work or advocacy performed by CFW on behalf of the District to secure grant funding. In these cases, payment of the fee shall be consistent with the terms set forth in Article XIII of this Contract.

V. INTEGRATED CONTRACT

This Contract in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto related to the proposed State Aid Services and replaces or supersedes any and all preliminary negotiations, representations or implied covenants inconsistent with the terms of this Contract.

VI. TERMINATION

Recognizing that this contract is a contingency contract and that substantial professional advice and consultation is being provided by CFW on a contingency basis with the full expectation of being compensated for those services when funding becomes available to the District, often years after the work is performed, this obligation shall survive any termination, whether by expiration of the contract, termination for cause, or termination for convenience by mutual agreement of the parties.

In the event CFW fails or refuses to reasonably perform the provisions of the scope of work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. CFW shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default. In the event the District terminates this Contract after the expiration of the cure period, CFW shall be entitled to its earned compensation at such time that the District receives grant funding for any application prepared by or submitted on behalf of the District by CFW to the State School Facility Program and any other related program offering funding to California public school districts for facilities programs.

The Parties may also agree to mutually terminate this Contract by a writing reflecting the agreement.

In the event of any termination, payment of the fee shall be consistent with the terms set forth in Article XIII of this Contract.

VII. NOTICES

All notices, demands, requests or approvals to be given under this Contract shall be given in writing and shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below:

Oxnard School District
ATTN: Dr. Ana DeGenna, Superintendent
1051 South A Street
Oxnard, CA 93030

Caldwell Flores Winters, Inc.
ATTN: Emilio A. Flores, Chief Executive Officer
2163 Harbor Bay Parkway
Alameda, CA 94502

VIII. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Contract to arbitrate, shall first be submitted to mediation, and if the matter is not resolved through mediation then to arbitration in Los Angeles County before one arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or pursuant to California Code of Civil Procedure section 1280 et. seq. 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 an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

IX. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT

CFW shall have no authority to contract on behalf of the District and shall not represent itself as having such authority. It is expressly understood and agreed by the Parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

X. PREVAILING LAW

This Contract shall be interpreted and shall be governed by California law.

XI. ASSIGNMENT

CFW reserves the right to assign this contract in whole or in part to any successor or assignee with the approval of the District. Such approval shall not be unreasonably withheld by District.

XII. ATTORNEY’S FEES

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party’s reasonable attorney fees.

XIII. FEE FOR STATE AID SERVICES

The District agrees to compensate CFW for State Aid Services as set forth in Exhibit A at a rate equal to two percent (2%) per application (Total Fee) of the principal amount of any and all grants received by the District for facilities as a result of State Aid Services provided by CFW pursuant to the State School Facility Program and/or related programs offering funding to California public school districts for facilities programs.

The Parties recognize that the payment of the fee to CFW is contingent on the District ultimately receiving a grant. The Parties also recognize and acknowledge that it often takes many years for the District to secure grant funding through the State School Facility Program and related programs offering funding to California public school districts for facilities programs. The length of the process may extend beyond the term of this Contract and could also extend beyond the service term of the District’s Board of Trustees and executive staff entering into this Contract. Consequently, as previously stated in Section IV, it is intended that the obligation to pay the fee for State Aid Services provided by CFW shall survive beyond the term of this Contract.

Given the length of time that is possible from the commencement of State Aid Services to the awarding and allocation of funds, the Parties agree the following levels of compensation will be due to CFW if and when funds are awarded to the District based on State Aid Services provided by CFW. The Parties agree that eighty percent (80%) of the Total Fee has been earned by CFW once an application is submitted on behalf of the District for funding for grants from the State School Facility Program or any other related program offering funding to California public school districts for facilities programs; ninety percent (90%) of the Total Fee has been earned by CFW once the District has been notified that such agency will begin processing the submitted application; and, one hundred percent (100%) of the Total Fee has been earned by CFW once the State Allocation Board approves the District’s application and provides apportionment of funding. No fee is paid to CFW until and unless the District receives an apportionment of funding.

The Total Fee shall be payable to CFW in lump sum within 30 days of receipt of any such State grant or other grant funds received by the District.

XIV. APPROVAL

In executing this Contract, persons signing on behalf of CFW or District represent that each has the authority to do so. This Contract shall not be executed by the District until such time as the Governing Board has approved and authorized its execution. In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This contract is hereby agreed to and executed on this the 16th day of October 2024.

AGREED:

Emilio A. Flores, Chief Executive Officer
Caldwell Flores Winters, Inc.

Valerie Mitchell, Asst. Supt, Business Services
Oxnard School District

<p style="text-align: center;">EXHIBIT A</p> <p style="text-align: center;">SCOPE OF WORK</p>

CFW agrees to provide State Aid Services pursuant to this Contract and as provided below:

1. Review educational and facilities goals and background materials provided by the District to CFW
2. Analyze District's eligibility under the State School Facility Program and related programs offering funding to California public school districts for facilities programs
3. Conduct walk through with District staff of existing facilities to verify District facility information, if needed
4. Develop strategy to establish available eligibility and provide recommendations suitable to District needs
5. Establish, update, or re-establish the District's baseline eligibility for funding with the State as required
6. Assist District in preparing and submitting necessary applications
7. Meet with State representatives, if required
8. Attend necessary informational and decision-making meetings, both locally and at the State, including the Office of Public School Construction, State Allocation Board, and California Department of Education, as requested by the District
9. Assist District in the securing and receipt of State funds, including coordinating responses to State requests for additional information

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #24-135 with Tetra Tech to Provide CEQA Compliance Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)

The Dr. Lopez Academy Reconstruction Project consists of a complete reconstruction of the Lopez Academy Reconstruction with an entirely new set of facilities, built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. A reconstruction strategy is proposed that would include the construction of a new 750 student grade 6-8 facility at the existing school site. Upon completion of the new facilities, the existing school would be demolished, and playfields and hardcourt areas would be constructed in its place.

In August 2024, a request for proposals was distributed to firms to submit proposals for California Environmental Quality Act (CEQA) compliance services. Three firms submitted proposals, and the proposals were reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with Tetra Tech to provide CEQA compliance services for the Dr. Lopez Academy Reconstruction Project. The scope of services includes a CEQA review to determine if the project would qualify for a categorical exemption and the filing of a Notice of Exemption, if it is confirmed that a categorical exemption applies to the project. Should it be determined that the project would not qualify for a categorical exemption based on the analysis performed by Tetra Tech; the District will be notified, and Tetra Tech will recommend additional environmental study, under a separate scope and cost as authorized by the District.

Term of Agreement: October 17, 2024 through June 30, 2025

FISCAL IMPACT:

Not to Exceed: \$4,000.00 - Enhanced Master Construct Program funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in consultation with CFW, that the Board of Trustees approve Agreement #24-135 for CEQA Compliance Services with Tetra Tech for the Dr. Lopez Academy Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-135, Tetra Tech - CEQA - Lopez Recon. \(15 Pages\)](#)
[Proposal \(3 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Tetra Tech, Inc.

Provider

805-681-3100

Telephone Number

5383 Hollister Ave., Suite 130

Street Address

805-681-3108

Fax Number

Santa Barbara, CA 93111

City, State, Zip code

Randy.Westhaus@tetrattech.com

E-mail Address

95-4148514

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage: **[delete those not applicable]**

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

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

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

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: **[delete those not applicable]**

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident
~~Commercial vehicles: \$1,000,000.00 combined single limit~~
~~Student Transportation \$5,000,000.00 combined single limit~~
~~Buses and vehicles with capacity of more than 15 \$25,000,000 combined single limit~~

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: **[delete those not applicable]**

~~Accountants, attorneys, education consultants,
nurses, therapists \$1,000,000.00~~
~~Architects \$1,000,000.00 or \$2,000,000.00~~
~~Physicians and medical corporations \$5,000,000.00~~

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

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. ~~If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.~~
- g. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:



ADDITIONAL COSTS OF EXPENSES:

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 20__

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



August 30, 2024

M-3066

Ms. Patricia Raphael Garcia
Account Manager
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, California 91006

Subject: Proposal to Conduct CEQA Compliance Services for Reconstruction of Dr. Lopez Academy Project

Dear Ms. Garcia:

Tetra Tech is pleased to present this proposal to conduct CEQA Compliance Services for the Reconstruction of Dr. Lopez Academy Project (Project). The proposed approach is based on our review of the project details in the August 21, 2024 RFQ and associated request for a proposal for CEQA services.

Project Understanding:

Dr. Manuel M. Lopez Academy of Arts and Sciences (Lopez) 6-8 school is located at 647 West Hill Street on a 14.65-acre parcel bounded by residential development on three sides, “D” Street to the east, Hill Street to the south, and “G” Street to the west. To the north of campus, a church, Salvation Army, and the District’s bus yard meet the school’s boundary prior to reaching West Wooley Road. The school serves approximately 750 students, with a current enrollment of 742 students. The school was originally built in 1954 and has a total of 32 permanent classrooms, a computer and a tech lab, and 8 portable classrooms. Most of the permanent classrooms are in five parallel finger buildings in the south-central portion of campus. The remaining permanent classrooms, as well as most of the portable classrooms, are found along the western boundary of campus. The primary support spaces, such as the administration building, library, and multipurpose room, are located on the southwestern corner of the campus. There is an open quad with a built-in stage on the western side of campus, surrounded by permanent classrooms, the library, and the band/art building.

The reconstruction strategy for the Project will implement a two-story campus and accommodate up to 750 students. Proposed facilities include 24 general purpose classrooms, a piano lab, six dedicated special education classrooms, an Opportunity classroom, four science labs, an art lab, plus a band/orchestra room, lunch shelter, and necessary support, administrative, library, and MPR facilities. Parking and student pick up/drop off areas would be included on site with access from Hill Street. The major orientation of the new school would begin with a new parking area from Hill to the north along the western edge to the approximate mid-point of the Site where the new structures would be constructed, surrounded to the north, west and southwest by play fields and play areas available for school and community use. An allowance for offsite improvements is also provided.

Scope of Work:

California State CEQA Guidelines Section 15300, Categorical Exemptions, includes classes of projects which have been determined not to have a significant effect on the environment and which are, therefore,

Tetra Tech, Inc.

5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111
Tel 805.681.3100 Fax 805.681.3108 www.tetrattech.com



exempt from the provisions of CEQA. Whether a Categorical Exemption can be utilized to obtain clearance under CEQA is dependent on factors such as the percentage increase in square footage and/or student capacity, and the number of new classrooms associated with proposed school improvements. Based on an initial review of the various classes of exemptions that can be applied to school construction and modification projects, the most applicable to the proposed project is a Class 2 exemption.

CEQA Guidelines Section 15302 Replacement or Reconstruction, defines a Class 2 exemption as the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, and/or replacement or reconstruction of existing schools to provide earthquake resistant structures which do not increase capacity more than 50 percent.

Tetra Tech will conduct a CEQA review to determine if the project would qualify for a Class 2 categorical exemption. We will also conduct an environmental evaluation of the school project to verify that no exceptions exist for this reconstruction project under Section 15300.2 of the CEQA guidelines based on publicly available information. Tetra Tech will prepare a draft letter report documenting our findings and confirming the status of a categorical exemption or recommending that an Initial Study (IS) be prepared. The draft letter report will be submitted to CFW and Oxnard School District (OSD) and we will incorporate any comments received into a final letter report.

If it is confirmed that a Categorical Exemption applies to this Project, Tetra Tech will also prepare a Notice of Exemption (NOE) Form or its equivalent that would include a project description that defines the Project's purpose, limits, and project-related activities, as well as confirmation that the Project will not have a significant effect on the environment. Once completed, we will forward the draft NOE form to CFW and OSD for review. Tetra Tech will address one round of comments. Upon acceptance by CFW and OSD, we will prepare the final NOE and conduct the document filing with the County Clerk. This scope assumes one round of review of the draft letter report and that no additional studies will be performed by Tetra Tech to verify that no exceptions exist for this classroom addition project under Section 15300.2 of the CEQA guidelines. Attendance at public meetings is not included in this scope of work. Should it be determined that campus projects would not qualify for a categorical exemption based on our analysis; then OSD will be notified, and Tetra Tech will recommend the preparation of an IS. Additional environmental study, such as the preparation on an IS, would be under a separate scope and cost as authorized by OSD.

Estimated Price and Schedule:

Tetra Tech proposes to perform the agreed scope of services on a lump sum basis for \$4,000. This price will not be exceeded without your prior authorization. Additional out of scope services, meetings, or reports that are requested will be billed on a time and materials basis. Tetra Tech is ready to start work on this project. Tetra Tech estimates that the letter report can be completed within 30 days from receipt of the notice to proceed, assuming that OSD and CFW will provide us the requested school site information in a timely manner and review of the draft letter report occurs within a few days of receipt.

Limitations

Services performed by Tetra Tech under our contract will be conducted in a manner consistent with the *level of care and skill ordinarily exercised by members of the profession currently practicing in the same general area under the same general conditions*. No other representation and no warranty or guarantee,



expressed or implied, is included or intended in this proposal or in any subsequent report, opinion, or document.

The OSD should recognize that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, carefully implemented with the appropriate equipment and experienced personnel under the direction of a trained and registered professional who functions in accordance with a professional standard of care, may fail to detect certain conditions because they are hidden, and therefore cannot be considered in the development of a subsurface exploration program. The passage of time must also be considered, and the OSD should recognize that due to natural occurrences or direct or indirect human intervention at the site or at areas distant from it, actual conditions might change quickly. It should further be recognized that nothing can be done to eliminate risks altogether, but certain techniques can be applied by Tetra Tech to help reduce them to that level deemed tolerable by the OSD. In any event, the scope of services provided by Tetra Tech must be that which the OSD agrees to or selects in light of personal risk preferences and other considerations.

Contractual Terms and Conditions

We propose to perform these services in accordance with a purchase order or contract between OSD and Tetra Tech and the agreed scope of services presented in this proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following receipt of written authorization acknowledging the OSD's acceptance of this proposal.

If you have any questions regarding our proposal, please contact Randy Westhaus at (805) 455-0603 or by email at randy.westhaus@tetrattech.com. We appreciate this opportunity to present our proposal for your very important school reconstruction project.

Sincerely,

TETRA TECH, INC.

A handwritten signature in black ink that reads 'Rt Westhaus'.

California Schools Director

cc: S. Hopkins (Tt SBA)
Amanda Weston (Tt SBA)

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #24-136 with MNS Engineers, Inc. to Provide Surveying Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)

The Dr. Lopez Academy Reconstruction Project consists of a complete reconstruction of the Lopez campus with an entirely new set of facilities, built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. A reconstruction strategy is proposed that would include the construction of a new 750 student grade 6-8 facility at the existing school site. Upon completion of the new facilities, the existing school would be demolished, and playfields and hardcourt areas would be constructed in its place.

In August 2024, a request for proposals was distributed to surveying firms to submit proposals. One firm submitted a proposal, and the proposal was reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with MNS Engineers Inc. to provide surveying services for the Dr. Lopez Academy Reconstruction Project. The scope of work includes estimated work associated with boundary survey, aerial topographic mapping, conventional topographic mapping, and underground utility locations. As the project proceeds through the design process, the required surveying services scope of work may be reduced as applicable, and MNS Engineers, Inc. would only bill the District on scope of work that was authorized to proceed.

Term of Agreement: October 17, 2024 through June 30, 2025

FISCAL IMPACT:

\$104,555.00 - Enhanced Master Construct Program funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in consultation with CFW, that the Board of Trustees approve Agreement #24-136 for Surveying Services with MNS Engineers, Inc. for the Dr. Lopez Academy Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-136, MNS Engineers - Surveying Services- Lopez Academy \(15 Pages\)](#)
[Proposal \(38 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

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

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

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

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

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

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the followi [REDACTED]

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

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

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

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and projectinvoices@cfwinc.com. Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 20 24

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



OXNARD SCHOOL DISTRICT

August 29, 2024

PROPOSAL FOR MNS FOR

Surveying Services in Response to Oxnard School District's RFP

Reconstruction of Dr. Lopez Academy

OXNSD.240573





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August 29, 2024

Oxnard School District
Attention: Patricia Raphael Garcia, Account Manager
c/o Caldwell Flores Winter, Inc.

RE: Proposal for MNS for Surveying Services for the Reconstruction of Dr. Lopez Academy

Dear Ms. Raphael:

Thank you for the opportunity to submit this proposal to provide surveying services for the Reconstruction of Dr. Lopez Academy (Project) for the Oxnard School District (District). Established in 1962, MNS is a C-Corporation that provides quality infrastructure consulting services to the transportation, water resources, and government service markets throughout California.

Specializing in the core services of planning, engineering, construction management, and land surveying, MNS' reputation has been built on clear and direct communication and quality services. We understand the technical, environmental, and regulatory aspects that are required for this survey contract.

Year after year, we have been qualified for professional land surveying services to public agencies. Our land surveying services are focused on and primarily serve public agencies. As such, we have a multitude contracts with cities, counties, state, and special districts throughout California. This depth of experience has given us a wealth of knowledge about government processes, standards and needs, and how to best serve them. The following examples illustrate our understanding of survey contracts:

- **Timing.** Survey projects typically demand a quick turnaround time, be it a design project or private review for development. The turnaround time for subdivision map review is also dictated by the State Subdivision Map Act. The MNS team is committed to timely responses to all of the City's needs.
- **Quality.** Our team is committed to providing high quality, professional services. Our goal is to support the District in such a way to protect the District's interests, limiting liability, and ensuring the development and maintenance of public and private assets are completed efficiently and of a quality that matches or exceeds the District's expectations.

MNS is proud of the level of the professional surveying services we provide to public agencies. I have greatly enjoyed working with the District staff and look forward to the opportunity to continue to do so.

In summary, MNS is confident our uniquely experienced and qualified team will provide quality services, ensuring a successful project delivery to meet the District's expectations and goals. We look forward to continuing our working relationship with the District. Please contact me or **Fred Tice, PLS** at 805.719.9809 or ftice@mnsengineers.com with any questions you may have about our submittal. Thank you for your consideration.

Sincerely,

MNS Engineers, Inc.

Jeff Edwards
Vice President

MNS DETAILS

Legal Name

MNS Engineers, Inc.

Firm Ownership Type

C-Corporation

Year Firm Established

1962

Federal Tax ID Number (FEIN)

95-2080889

California Department of Industrial Relations (DIR)

No. 1000003564

Corporate Office

201 N. Calle Cesar Chavez,
Suite 300
Santa Barbara, CA 93103

805.692.6921 Office/Fax
www.mnsengineers.com

Project Contact

Fred Tice, PLS
Project Manager and Principal Surveyor

805.719.9809 Office
ftice@mnsengineers.com

PLS No. 7585

Authorized Signature

Jeff Edwards
Vice President

805.331.4848 Mobile
jedwards@mnsengineers.com

STATEMENTS

MNS received a copy of the District's form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFQ/P. MNS has reviewed the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, MNS has objections to the use of the Agreement, contained in the appendix to this submittal.

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





Tab 2. Litigation and Claims History

During the past five years, MNS has no litigation or claims to disclose.

3 | Tab 3. Project Team Summary

**Principal-in-Charge/
Vice President**
Jeff Edwards

MNS ENGINEERS
Project Manager and Principal Surveyor
Fred Tice, PLS 

SUPPORT TEAM

MUNICIPAL SURVEYING

Principal Surveyor
Chris Vandrey, PLS, CFedS 
*Associate Project Surveyor/
Digital Terrain Modeler*
Richard Sleeman III

CONSTRUCTION SURVEYING

Principal Surveyors
Fred Tice, PLS 
Shane Sobecki, PLS, EIT 
Associate Project Surveyor
Richard Sleeman III
Project Surveyor/FAA Drone Pilot
Jacob Yost
Party Chief
Justin Dickerson
Party Chief/FAA Drone Pilot
Hector Perez

**R/W ENGINEERING/
GENERAL SURVEYING**

Principal Surveyor
Shane Sobecki, PLS, EIT 
*Associate Project Surveyor/Digital
Terrain Modeler*
Richard Sleeman III
Project Surveyor/FAA Drone Pilot
Jacob Yost
Party Chief
Justin Dickerson
Party Chief/FAA Drone Pilot
Hector Perez

KEY TEAM MEMBERS

Key team members are designated with this icon . MNS understands key team members will not be replaced without the District's approval.



MNS believes that project management is rooted in frequent communication and proactive planning. Our proposed team follows this philosophy and is ready and available to serve the District on this contract.



Staffing Summary

Fred Tice, PLS

Project Manager/Principal Surveyor

For this contract, Fred will serve as a Project Manager/Principal Surveyor and will serve as the primary point of contact for the District. He will be responsible for managing all related survey tasks and will schedule and supervise MNS field survey crews.

48

years of experience

Shane Sobecki, PLS

Principal Surveyor

For this contract, Shane will serve as Principal Surveyor for General Surveying needs. He will be responsible for managing capital improvement related projects and coordinating with District staff on design projects that require topographic, boundary, and property title tasks.

22

years of experience

Chris Vandrey, PLS, CFedS

Principal Surveyor

For this contract, Chris will serve as Principal Surveyor for General Surveying needs. Chris is also serving as the Principal Surveyor for Municipal Surveying where he will perform or supervise subdivision map checking and any other development related documents and plans.

24

years of experience

ADDITIONAL SURVEY TEAM MEMBERS

EMPLOYEE/ROLE	SUMMARY	EXP (Yrs)	LOCATION
Richard Sleeman III Associate Project Surveyor/Digital Terrain Modeler	Mr. Sleeman has overseen and participated in projects concerning ALTA, architectural/topographic, construction layout, and boundary surveys from Santa Barbara to Los Angeles counties.	17	Thousand Oaks, CA
Justin Dickerson Party Chief	Mr. Dickerson is a certified Party Chief and has experience in land surveying and development/project management including eight years in construction.	24	Thousand Oaks, CA
Hector Perez Party Chief/FAA Drone Pilot	Mr. Perez is a certified Party Chief who has spent his career in land surveying, construction layout staking, boundary topographic, and construction layout surveying.	22	Thousand Oaks, CA
Jacob Yost Project Surveyor/ FAA Drone Pilot	Mr. Yost has experience in the construction industry working on various transportation and water/wastewater projects.	15	Thousand Oaks, CA

Fred Tice, PLS

Project Manager and Principal Surveyor



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Construction surveying
- Project management
- Aerial photography
- Roads and bridges
- Commercial/industrial
- Land development surveying

Years of Experience

- 48

Licensing

- Professional Land Surveyor, CA No. 7585

Certifications

- Confined Space Awareness
- Certified Party Chief, Operating Engineers

Education

- Coursework, Santiago Community College, CA

Affiliations

- American Public Works Association
- California Land Surveyors Association

Awards

- 2016 ACEC Engineering Excellence Award of Merit, Rancho Road Interchange at Interstate 15
- 2014 APWA Project of the Year, Los Angeles Chapter, Newhall Avenue Roundabout at Main Street
- 2014 APWA Best Improvements for Traffic Safety, Newhall Avenue Roundabout at Main Street
- 2010 APWA Project of the Year, 8th Street Pedestrian Bridge Replacement

Mr. Tice is a professional land surveyor with considerable career experience in GPS surveying, boundary surveys, aerial control, topographic surveys, and grading and construction surveys. Fred has over 47 years of survey project management, team leadership, and client relationship skills. His experience has allowed him to specialize in surveying for several types of large-scale construction projects, including commercial and industrial sites, roads and bridges, entertainment parks, golf courses and resorts, seaports, and subdivision development. He was a survey instructor for the Southern California Surveyors Joint Apprenticeship Committee for several years. His experience includes:

Rose Elementary School, Oxnard School District, Oxnard, CA.

Principal Surveyor. MNS provided the following services for the design of the new Rose Elementary school expansion, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

McKenna Elementary School Site, Oxnard School District, Oxnard, CA.

Principal Surveyor. MNS provided the following services for the design of the McKenna School additions, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; easement legal descriptions for utilities; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

Doris Patterson New Academy School, Oxnard School District, Oxnard, CA.

Principal Surveyor. MNS provided the following services for the design of the new Doris Patterson Academy school acquisition, including the acquisition of a title report; a boundary survey and boundary analysis; identification

of the location of existing water facilities; and a legal description for the 25-acre site, which includes a portion of Lot 158 of the Patterson Ranch Property. The documents were used for the acquisition process of the property for the new school site.

McAuliffe, Richen, Brekke, and Ramona Schools, Oxnard School District, Oxnard, CA. *Principal Surveyor.* MNS provided the following services for expansions to McAuliffe, Richen, Brekke, and Ramona Schools. Services included the acquisition of a title report for each site; a property line analysis for the expansion areas of each school site; control and a topography map of each site which included adjacent streets; and ground penetrating radar (GPRS) of underground utility locations of each school site. The property lines, topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the expansion of the school.

Seabridge School, Oxnard School District, Oxnard, CA. *Principal Surveyor.* MNS provided the following services for the design of the new Seabridge School, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

Driffill Elementary School, Oxnard School District, CA. *Project Manager.* This \$16M Driffill Elementary School Portable to Permanent (P2P) project involved a new two-story classroom building and modernization of the existing kitchen/multi-purpose facility on a six-acre site. Survey included aerial survey with 0.5-foot contour intervals and at 1-foot = 40-foot scale and design topography, which included additional field locations of buildings, adjacent street improvement locations, and interior paved and grass areas for drainage basins for the school site and adjacent streets. MNS also coordinated and located all of the required potholing of existing utilities. Responsible for construction surveying.

Fullerton Campus Utility Locations, North Orange County Community College District, CA. *Survey Project Manager.* This project mapped all improvements for future buildings and site design. Responsibilities included locating and mapping underground utilities and underground utility tunnels. Limited tunnel access was a challenge for this project; GPS was not an option underground. The team ran traverses through the tunnel and utilized air vents to tie into ground control.

Student Housing Construction, California State University, Northridge, CA. *Principal Land Surveyor.* Responsibilities included construction staking for demolition, remedial grading, rough grading, underground utilities, buildings, parking lots, and all hardscapes.

On-Call Surveying Services, City of Port Hueneme, CA. *Principal Surveyor.* MNS was selected to provide surveying services for the city in 2018. Services included providing multiple ALTA Surveys, topographic surveys, mapping for design, and boundary surveys with “Record of Survey” recorded with the County of Ventura. MNS also provided multiple construction layout services. Services for city properties were located at 241 and 245 E. Port Hueneme Road, 700 Hueneme Road, and included lighting upgrades on Cross Street and parking lot upgrades at City Hall. MNS also provided document research, lease agreement surveys, and legal descriptions.

2022 Pavement Preservation Program, County of Sonoma, CA. *Supervising Land Surveyor.* The project consists of asphalt concrete overlays (some sections including full-depth reclamation treatments as well), chip and slurry seals on various County roads. The project also involved associated flagging, traffic signal modification, metal beam guard rail, ditch maintenance, culvert replacement, traffic control and preparation required to construct the work, repairing pavement structural section, cold planning, shoulder backing along with delineation of the new pavement surface. MNS is providing land surveying and construction management.

Advanced Water Purification Facility, City of Oxnard, CA. *Project Manager.* MNS provided construction surveying for the City’s Groundwater Recovery Enhancement and Treatment (GREAT) Program’s Advanced Water Purification Facility. Surveying included verifying and maintaining survey control and staking for rough grading, utility piping, wetland ponds, building stakes, parking area, roadway, two bridges, curb/gutter, sidewalks, retaining walls, and security fencing.

Shane Sobecki, PLS, EIT Principal Surveyor



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Land surveying
- Construction surveying
- Topographic survey and mapping
- Boundary surveys
- ALTA/NSPS surveys
- Right-of-way engineering
- Legal descriptions
- Easements

Years of Experience

- 22

Licensing

- Professional Land Surveyor, CA No. 9041
- Engineer-in-Training, CA No. 141294

Education

- BS, Civil Engineering, California State University, Chico, CA

Awards

- 2015 ACEC Engineering Excellence Award of Merit, Rancho Road Interchange at Interstate 15
- 2014 APWA Project of the Year, Los Angeles Chapter, Newhall Avenue Roundabout at Main Street
- 2014 APWA Best Improvements for Traffic Safety, Newhall Avenue Roundabout at Main Street

Mr. Sobecki has over 22 years of significant experience in land surveying. As Principal Surveyor, Shane plays a substantial role in managing and completing the firm's survey projects. He has over two decades of experience in private and public sector projects in the central and southern California area. His land surveying background includes tentative subdivision mapping, final maps, site plans, easements, legal descriptions, annexation exhibits, topographic mapping, 3D scanning, aerial surveys, construction staking, monitoring, records of survey, boundary surveys and right-of-way (R/W) retracements. Shane has proficient knowledge in the use of AutoCAD and other surveying software. His experience includes:

Rose Elementary School, Oxnard School District, Oxnard, CA. *Principal Surveyor.* MNS provided the following services for the design of the new Rose Elementary school expansion, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

McKenna Elementary School Site, Oxnard School District, Oxnard, CA. *Principal Surveyor.* MNS provided the following services for the design of the McKenna School additions, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; easement legal descriptions for utilities; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

Doris Patterson New Academy School, Oxnard School District, Oxnard, CA. *Principal Surveyor.* MNS provided the following services for the design of the new Doris Patterson Academy school acquisition, including the acquisition of a title report; a boundary survey and boundary analysis; identification

of the location of existing water facilities; and a legal description for the 25-acre site, which includes a portion of Lot 158 of the Patterson Ranch Property. The documents were used for the acquisition process of the property for the new school site.

Safe Routes to School Safety and Enhancements Project, City of Oxnard. *Principal Surveyor.* MNS provided surveying for infrastructure improvements at six schools: Fremont Middle, Curren Elementary, Kamala Elementary, Harrington Elementary, Lemonwood Elementary, and Ramona Elementary. The project addressed poor visibility at crossings, missing or inaccessible curb ramps, lack of traffic signs and pavement markings, and poor intersection geometry that contributed to obstructed views for motorists and pedestrians. Infrastructure improvements included 33 curb extensions, 59 accessible curb ramps, 47 high-visibility crosswalks, 56 roadside signs, four Rectangular Rapid Flashing Beacons (RRFB), and traffic pavement markings/striping.

Ramona School HSIP Improvements, City of Oxnard, CA. *Project Surveyor.* Ramona Elementary School is located on Cooper Road between Bonita Avenue to Juanita Avenue. The City of Oxnard received a Highway Safety Improvement Program (HSIP) grant to address the pedestrian and bike safety adjacent to the school. Traffic collisions around Ramona School have been a top priority for students, families, and the community. The safety concerns were elevated due to a collision in which there was a fatality and two others injured. The project will improve the pedestrian crossings on four intersections. The project included coordinating with other City projects located within the project limits. Improvements were designed to remain in the existing City right-of-way (R/W) to avoid R/W acquisitions.

C Street Bicycle Facilities Installation, City of Oxnard, CA. *Project Surveyor.* This project will install bicycle facilities (Class II and III) on C Street from Hueneme Road to Gonzales Road. The project is primarily located along C Street. At the southerly end, the bike facility will be on Courtland Street from Hueneme Road to Canterbury Way. The project includes Class III bicycle facilities to close gaps on the following streets intersecting or adjacent to C Street: Hill Street from C Street to Novato Drive, Guava Street from C Street to East Hemlock Street, East Hemlock Street from Guava Street to Patterson Road, and G Street from Guava Street to Wooley Road. The project coordinates the proposed improvements with two City projects: Thin Maintenance Overlay Project Phase 2 and Bryce Canyon North and South Resurfacing Project. The project will provide approximately nine miles of bicycle facilities.

Conejo School Road and Willow Lane Sidewalk and Bike Lanes Project, City of Thousand Oaks, CA. *Project Surveyor.* The City of Thousand Oaks received Active Transportation Program (ATP) and Congestion Mitigation and Air Quality (CMAQ) funding to improve pedestrian and bicyclist safety along 1.1 miles. Engineering services for this \$3.9M project consist of preliminary and final design, environmental document, and property services for roadway widening, retaining walls, reconstruction of private driveways, sidewalk and sidewalk infill construction, bicycle and traffic lane striping and markings, curb ramp construction and pavement rehabilitation, pedestrian activated signals, storm drain improvements, stormwater treatment facilities and landscaping. Critical elements to project success encompass reconstruction of multiple private driveways and retaining walls.

On-Call Surveying Services, City of Port Hueneme, CA. *Principal Surveyor.* MNS was selected to provide surveying services. Services included providing multiple ALTA Surveys, topographic surveys, mapping for design, and boundary surveys with "Record of Survey" recorded with the County of Ventura. MNS also provided multiple construction layout services. Services for city properties were located at 241 and 245 E. Port Hueneme Road, 700 Hueneme Road, and include lighting upgrades on Cross Street and parking lot upgrades at City Hall. MNS also provided document research, lease agreement surveys, and legal descriptions.

Dockweiler Drive Extension, City of Santa Clarita, CA. *Principal Surveyor.* The City of Santa Clarita proposes to construct a \$30M Secondary Arterial—Dockweiler Drive from Sierra Highway to Railroad Avenue. The project will provide an important north-south connection for the City, a new entrance to Masters University, and a secondary emergency access point for the Placerita Canyon community. The roadway extension and widening will go through an existing railroad crossing, business district, hilly terrain, and the Master's University property. Preliminary engineering services include community outreach, traffic modeling, roundabout analysis and simulation, intersection, and roadway and bikeway alternatives. Final engineering services include roadway, design following LACDPW LID Standards Manual, bikeway and roundabout design, traffic calming, railroad crossing and permitting, traffic signals, street lighting, landscaping, drainage, and stormwater treatment (including detention basins, infiltration trenches, and bioretention areas), mass grading, environmental permitting, and extensive public outreach.

Chris Vandrey, PLS, CFedS

Principal Surveyor



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Land surveying project management
- Municipal survey services
- Right-of-way services and documents

Years of Experience

- 24

Licensing

- Professional Land Surveyor, CA No. 8783
- Certified Federal Surveyor, No. 1734

Education

- Coursework, Los Angeles Pierce College and Los Angeles Mission College, CA

Professional Development

- Continuing education, Bureau of Land Management

Affiliations

- California Land Surveyors Association
- League of California Surveying Organizations

Mr. Vandrey has over 24 years of experience in land surveying, specializing in municipal surveying services in the last 10 years. Prior to MNS, Chris served as the County Surveyor for the County of San Mateo where he oversaw all the surveying and mapping services required for the Public Works Department and for various cities within the County. He is well versed with subdivisions, boundary surveys, legal descriptions, easements, geographic information systems (GIS), and drafting/Civil3D. He is knowledgeable in the Subdivision Map Act and other legislation related to surveying and understands how to apply local ordinances when working with different public agencies. He is known for improving processes and procedures to provide efficient solutions. Before beginning his career in land surveying, Chris served with the United States Marine Corps for six years. His experience includes:

Rose Elementary School, Oxnard School District, Oxnard, CA.

Principal Surveyor. MNS provided the following services for the design of the new Rose Elementary school expansion, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

McKenna Elementary School Site, Oxnard School District, Oxnard, CA.

Principal Surveyor. MNS provided the following services for the design of the McKenna School additions, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; easement legal descriptions for utilities; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

Doris Patterson New Academy School, Oxnard School District, Oxnard, CA. *Principal Surveyor.* MNS provided the following services for the design of the new Doris Patterson Academy school acquisition, including the acquisition of a title report; a boundary survey and boundary analysis; identification of the location of existing water facilities; and a legal description for the 25-acre site, which includes a portion of Lot 158 of the Patterson Ranch Property. The documents were used for the acquisition process of the property for the new school site.

McAuliffe, Richen, Brekke, and Ramona Schools, Oxnard School District, Oxnard, CA. *Principal Surveyor.* MNS provided the following services for expansions to McAuliffe, Richen, Brekke, and Ramona Schools. Services included the acquisition of a title report for each site; a property line analysis for the expansion areas of each school site; control and a topography map of each site which included adjacent streets; and ground penetrating radar (GPRS) of underground utility locations of each school site. The property lines, topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the expansion of the school.

Seabridge School, Oxnard School District, Oxnard, CA. *Principal Surveyor.* MNS provided the following services for the design of the new Seabridge School, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

On-Call Surveying Services, City of Port Hueneme, CA. *Principal Surveyor.* MNS was selected to provide surveying services. Services included providing multiple ALTA Surveys, topographic surveys, mapping for design, and boundary surveys with “Record of Survey” recorded with the County of Ventura. MNS also provided multiple construction layout services. Services for city properties were located at 241 and 245 E. Port Hueneme Road, 700 Hueneme Road, and included lighting upgrades on Cross Street and parking lot upgrades at City Hall. MNS also provided document research, lease agreement surveys, and legal descriptions.

Municipal Surveying Services, Various Agencies, CA. *Principal Municipal Surveyor.* Chris supports the MNS team to provide Municipal Surveying Services for several public agencies; some examples follow:

- **City of Morgan Hill.** MNS is currently reviewing a subdivision map for a 16-unit residential condominium project on Tennant Avenue in the City. This map has numerous existing easements, all of which need to be shown and described as required by the Subdivision Map Act. The map also contains a fee dedication to the City that requires additional statements on the first sheet also required by the Subdivision Map Act.
- **City of Walnut Creek.** MNS is processing the Parcel Map for the latest expansion to the John Muir Health. We are tasked with ensuring technical accuracy, compliance with State and local subdivision ordinance, and compliance with industry standard map preparation. Our team is reviewing the ten-page map that includes partial public easement abandonments, new public easement dedications and a complex subdivision boundary.
- **City of Salinas.** MNS has provided private development review for the City since 2015. Typical projects include parcel maps, tract maps, lot line adjustments and mergers. Along with several smaller projects we are reviewing multiple phases of the very large Monte Bella subdivision. Chris has successfully transitioned into a key role with the City and won their confidence with his review work.
- **City of Arroyo Grande.** MNS has provided private development review for the City since 2014. Typical projects include parcel maps, tract maps, lot line adjustments and mergers. With our wide range of experience and knowledge of procedures and formats with other cities, we assisted the City with improving and standardizing the forms used for Lot Line Adjustments, Voluntary Mergers, and Certificates of Compliance. Chris has taken charge of most of the review of these private development projects.
- **City of Malibu.** Chris has taken over much of the responsibilities of providing the City with contract City Surveyor services. He routinely manages the map checking, certificate of compliance reviews, lot line adjustments, etc. along with supporting the Public Works and Planning staff with special projects such as review of right-of-way (R/W) locations on development plans for accuracy and preparing legal descriptions for acquisitions.

Richard Sleeman III

Associate Project Surveyor/Digital Terrain Modeler



Firm

- MNS Engineers, Inc.

Areas of Expertise

- MicroStation V8i
- AutoCAD Civil 3D
- Trimble GPS Pathfinder
- Terrasync
- Carlson SurvCE
- Topcon GPS
- Record documents research/retrieval
- Legal description interpretation
- Recordkeeping

Years of Experience

- 17

Education

- General Education, California Lutheran University, CA

Professional Development

- California Specific Land Survey Exam Program, California Land Surveyors Association
- Fundamentals of Surveying, Irvine Institute Technology

Mr. Sleeman has a broad range of land surveying experience spanning over 17 years. Prior to MNS, Richard has overseen and participated in projects concerning ALTA, architectural/topographic, construction layout, and boundary surveys. He has a strong drafting background and is able to interpret legal descriptions and easements from deed or title. Richard has worked on projects from Santa Barbara to Los Angeles counties. His experience includes:

Rose Elementary School, Oxnard School District, CA.

Assistant Project Surveyor. MNS provided the following services for the design of the new Rose Elementary school expansion, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) of underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

McKenna Elementary School Site, Oxnard School District, CA.

Assistant Project Surveyor. MNS provided the following services for the design of the McKenna School additions, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; easement legal descriptions for utilities; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

Doris Patterson New Academy School, Oxnard School District, CA.

Assistant Project Surveyor. MNS provided the following services for the design of the new Doris Patterson Academy school acquisition, including the acquisition of a title report; a boundary survey and boundary analysis; identification of the location of existing water facilities; and a legal description for the 25-acre site, which includes a portion of Lot 158 of the

Patterson Ranch Property. The documents were used for the acquisition process of the property for the new school site.

McAuliffe, Richen, Brekke, and Ramona Schools, Oxnard School District, CA. *Assistant Project Surveyor.* MNS provided the following services for expansions to McAuliffe, Richen, Brekke, and Ramona Schools. Services included the acquisition of a title report for each site; a property line analysis for the expansion areas of each school site; control and a topography map of each site which included adjacent streets; and ground penetrating radar (GPRS) of underground utility locations of each school site. The property lines, topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the expansion of the school.

Seabridge School, Oxnard School District, CA. *Assistant Project Surveyor.* MNS provided the following services for the design of the new Seabridge School, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

On-Call Survey Services, City of Berkeley, CA. *Assistant Project Surveyor.* MNS has been providing survey services to the City of Berkeley since 2017. Berkeley has a very organized and diligent program implemented for monument preservation. MNS has provided the services of pre-construction and post-construction monument preservation for several of their projects, mostly related to storm drain or sewer projects. MNS has developed a very efficient and improved system for monument preservation. We use a generator and electric tools to drill holes and set very distinct and durable copper plugs into concrete. We do this competitively with other firms who typically provide an X scratched into concrete, which can be easily obliterated and misidentified over time. We have conducted projects (pre and post) with monument counts of 7, 17, 22, and 28. We have also provided topographic mapping for design and boundary surveys for the City's new Santa Fe Park project and the City's Gilman Street Solid Waste Transfer Station.

On-Call Right-of-Way Engineering and Surveying (Fresno to Bakersfield, CA), California High-Speed Rail Authority, CA. *Assistant Project Surveyor.* MNS is supporting a prime right-of-way (R/W) engineering consultant for the California High-Speed Rail Authority on segments between Fresno and Bakersfield, CA. Our primary roles involve providing field surveys, resolutions of necessity, and R/W acquisition tracking and conversion of appraisal maps to final R/W maps. Responsibilities include preparing final R/W maps (approximately 35) using MicroStation; meetings with client to obtain required formats, process, and schedule; conducting weekly record document search and updating tracking sheets for R/W acquisitions; receiving and implementing ongoing changes to maps from client; and preparing status reports to client.

HSIP Cycle 9 Crosswalk Project: Multiple Locations, City of Santa Barbara, CA. *Assistant Project Surveyor.* The purpose of this survey was for design-level efforts to develop an alignment for pedestrian safety improvements at two intersections. This survey was intended for final design purposes and supplements the final design process. MNS prepared a topographic survey for the entire intersection of Bath and Victoria Streets and the intersection of Salinas and Punta Gorda Streets and the Old Coast Highway. The topographic survey includes roadway, driveways, curb ramps, sidewalk, curb and gutter, trees and other vegetation, existing striping, all signs, traffic signals, street light poles, power poles and other utilities including pull boxes, meters, underground utilities, water and gas valves, manholes, and storm drain inlets. The survey specifically includes local high and low points, elevations of flow lines (at each concrete joint), top of curb, lip of gutter, irrigation heads, back of walk, front of walk, AC shots of cross section at every concrete joint in curb, grade break points, crown of roadway, and right of way delineation for properties adjacent to the Project. Elevation points were provided up to 10 feet into private right-of-way beyond extents of proposed features at all access points (i.e., driveways and walkways). The base map also included right-of-way (R/W) along the project and portions of adjacent streets. The R/W was based on a field survey using survey monuments together with City and County R/W records.

Jake Yost

Project Surveyor/FAA Drone Pilot

Firm

- MNS Engineers, Inc.

Areas of Expertise

- Construction/field surveying
- Water/wastewater projects
- Transportation projects

Years of Experience

- 15

Licensing

- FAA Pilot License, No. 4647166

Certifications

- Certified Chainman, Joint Apprenticeship Committee (JAC)
- Erailsafe Train Certification
- Union Pacific Safety Certification
- CPR and First Aid
- Confined Space Awareness
- C2 Cal/OSHA Fall Protection

Mr. Yost has over 15 years of experience in the construction industry working on various transportation and water/wastewater projects. In 2022, Jake secured his Drone FAA Pilot's license, further enhancing our surveying capabilities. Prior to joining MNS, Jake worked for contractors where he developed his construction skill set in construction/field surveying, grade checking, testing installed pipelines, and asphalt replacement and rehabilitation. Having the knowledge from the construction contractor side will benefit him in his role as surveyor apprentice. His experience includes:

Rose Elementary School, Oxnard School District, CA. Party Chief. MNS provided the following services for the design of the new Rose Elementary school expansion, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) of underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

McKenna Elementary School Site, Oxnard School District, CA. Party Chief. MNS provided the following services for the design of the McKenna School additions, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; easement legal descriptions for utilities; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

Doris Patterson New Academy School, Oxnard School District, CA. Party Chief. MNS provided the following services for the design of the new Doris Patterson Academy school acquisition, including the acquisition of a title report; a boundary survey and boundary analysis; identification of the location of existing water facilities; and a legal description for the 25-acre site, which includes a portion of Lot 158 of the Patterson Ranch

Property. The documents were used for the acquisition process of the property for the new school site.

McAuliffe, Richen, Brekke, and Ramona Schools, Oxnard School District, CA. *Party Chief.* MNS provided the following services for expansions to McAuliffe, Richen, Brekke, and Ramona Schools. Services included the acquisition of a title report for each site; a property line analysis for the expansion areas of each school site; control and a topography map of each site which included adjacent streets; and ground penetrating radar (GPRS) of underground utility locations of each school site. The property lines, topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the expansion of the school.

Seabridge School, Oxnard School District, CA. *Assistant Party Chief.* MNS provided the following services for the design of the new Seabridge School, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

On-Call Survey Services, City of Berkeley, CA.

Journeyman/Chainman. MNS has been providing survey services to the City of Berkeley since 2017. Berkeley has a very organized and diligent program implemented for monument preservation. MNS has provided the services of pre-construction and post-construction monument preservation for several of their projects, mostly related to storm drain or sewer projects. MNS has developed a very efficient and improved system for monument preservation. We use a generator and electric tools to drill holes and set very distinct and durable copper plugs into concrete. We do this competitively with other firms who typically provide an X scratched into concrete, which can be easily obliterated and misidentified over time. We have conducted projects (pre and post) with monument counts of 7, 17, 22, and 28. We have also provided topographic mapping for design and boundary surveys for the City's new Santa Fe Park project and the City's Gilman Street Solid Waste Transfer Station.

2022 Pavement Preservation Program, County of Sonoma, CA. *Journeyman/Chainman.* The project consists of asphalt concrete overlays (some sections including full-depth reclamation treatments as well), chip and slurry seals on various County roads. The project also involved associated flagging, traffic signal modification, metal beam guard rail, ditch maintenance, culvert replacement, traffic control and preparation required to construct the work, repairing pavement structural section, cold planning, shoulder backing along with delineation of the new pavement surface. MNS is providing construction management and land surveying services. Our surveying scope of services includes:

- **Identification of Monuments:** Locate all monuments within the construction zone, from record documents, record maps, and right-of-way maps. Set reference points outside of the construction zone and tie the existing monuments.
- **Offsets:** Set four offset markers per monument after paving or overall construction is complete, on an agreed schedule with County, to allow County's contractor to construct the new monument.
- **Punch and Record Monument:** once preliminary construction is complete, the monument will be punched and a corner record (pre-construction and post-construction) are filed at the County surveyors office.

HSIP Cycle 9 Crosswalk Project: Multiple Locations, City of Santa Barbara, CA. *Assistant Surveyor.* The purpose of this survey was for design-level efforts to develop an alignment for pedestrian safety improvements at two intersections. This survey was intended for final design purposes and supplements the final design process. MNS prepared a topographic survey for the entire intersection of Bath and Victoria Streets and the intersection of Salinas and Punta Gorda Streets and the Old Coast Highway. The topographic survey includes roadway, driveways, curb ramps, sidewalk, curb and gutter, trees and other vegetation, existing striping, all signs, traffic signals, street light poles, power poles and other utilities including pull boxes, meters, underground utilities, water and gas valves, manholes, and storm drain inlets. The survey specifically includes local high and low points, elevations of flow lines (at each concrete joint), top of curb, lip of gutter, irrigation heads, back of walk, front of walk, AC shots of cross section at every concrete joint in curb, grade break points, crown of roadway, and right of way delineation for properties adjacent to the Project. Elevation points were provided up to 10 feet into private right-of-way beyond extents of proposed features at all access points (i.e., driveways and walkways).

Justin Dickerson

Party Chief



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Construction layout
- Land surveying
- Topographic survey and mapping
- Team management
- Boundary surveys
- Municipal surveying

Years of Experience

- 24

Certifications

- Certified Party Chief, Joint Apprenticeship Committee
- eRailSafe Train Certification
- Union Pacific Safety Certification
- 8-hour HAZWOPER, Cal/OSHA
- Confined Space Awareness
- CPR and First Aid

Awards

- 2015 ACEC Engineering Excellence Award of Merit, Rancho Road Interchange at Interstate 15
- 2014 APWA Project of the Year, Los Angeles Chapter, Newhall Avenue Roundabout at Main Street
- 2014 APWA Best Improvements for Traffic Safety, Newhall Avenue Roundabout at Main Street

Mr. Dickerson has solid experience in land surveying and land development/project management. As Certified Party Chief, Justin is directly responsible for the planning and implementation of various survey projects, including management and direction of field and office team members in the compilation, review and assessment of record mapping and associated documents. He has extensive experience in boundary surveys, construction computations for field crews, topographic surveys, and in the design and preparation of record of surveys, parcel maps, lot line adjustment, parcel mergers, final maps, ALTA maps, data processing, legal descriptions, and deeds. Justin's experience also includes eight additional years in the construction profession including road works, concrete structures, and underground infrastructure improvements. His experience includes:

Rose Elementary School, Oxnard School District, CA. *Party Chief.* MNS provided the following services for the design of the new Rose Elementary school expansion, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) of underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

McKenna Elementary School Site, Oxnard School District, CA. *Party Chief.* MNS provided the following services for the design of the McKenna School additions, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; easement legal descriptions for utilities; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

Doris Patterson New Academy School, Oxnard School District, CA. *Party Chief.* MNS provided the following services

for the design of the new Doris Patterson Academy school acquisition, including the acquisition of a title report; a boundary survey and boundary analysis; identification of the location of existing water facilities; and a legal description for the 25-acre site, which includes a portion of Lot 158 of the Patterson Ranch Property. The documents were used for the acquisition process of the property for the new school site.

McAuliffe, Richen, Brekke, and Ramona Schools, Oxnard School District, CA. *Party Chief.* MNS provided the following services for expansions to McAuliffe, Richen, Brekke, and Ramona Schools. Services included the acquisition of a title report for each site; a property line analysis for the expansion areas of each school site; control and a topography map of each site which included adjacent streets; and ground penetrating radar (GPRS) of underground utility locations of each school site. The property lines, topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the expansion of the school.

Seabridge School, Oxnard School District, CA. *Assistant Party Chief.* MNS provided the following services for the design of the new Seabridge School, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

Driffill Elementary School, Oxnard School District, CA. *Certified Party Chief.* This \$16M school improvement project included a new two-story classroom building and modernization of the existing kitchen/multi-purpose facility on a six-acre site. Survey included aerial survey with 0.5-foot contour intervals and at 1' = 40' scale and design topography, which included additional field locations of buildings, adjacent street improvement locations; interior paved and grass areas for drainage basins for the school site and adjacent streets. MNS established the boundary from the provided title report, plotted all easements, provided a record of survey and recorded it with the County of Ventura. MNS also coordinated and located all the required potholing of existing utilities.

2022 Pavement Preservation Program, County of Sonoma, CA. *Certified Party Chief.* The project consists of asphalt concrete overlays (some sections including full-depth reclamation treatments as well), chip and slurry seals on various County roads. The project also involved associated flagging, traffic signal modification, metal beam guard rail, ditch maintenance, culvert replacement, traffic control and preparation required to construct the work, repairing pavement structural section, cold planning, shoulder backing along with delineation of the new pavement surface. MNS is providing construction management and land surveying services. Our surveying scope of services includes the following tasks:

- **Identification of Monuments:** located all monuments within the construction zone, from record documents, record maps, and right-of-way maps. Set reference points outside of the construction zone and tie the existing monuments.
- **Offsets:** set four offset markers per monument after paving or overall construction is complete, on an agreed schedule with the County, to allow County's contractor to construct the new monument.
- **Punch and Record Monument:** once ongoing construction is complete, the monument will be punched and a corner record (pre-construction and post-construction) are filed at the County surveyors office.

On-Call Survey Services, City of Berkeley, CA. *Certified Party Chief.* MNS has been providing survey services to the City of Berkeley since 2017. Berkeley has a very organized and diligent program implemented for monument preservation. MNS has provided the services of pre-construction and post-construction monument preservation for several of their projects, mostly related to storm drain or sewer projects. MNS has developed a very efficient and improved system for monument preservation. We use a generator and electric tools to drill holes and set very distinct and durable copper plugs into concrete. We do this competitively with other firms who typically provide an X scratched into concrete, which can be easily obliterated and misidentified over time. We have conducted projects (pre and post) with monument counts of 7, 17, 22, and 28. We have also provided topographic mapping for design and boundary surveys for the City's new Santa Fe Park project and the City's Gilman Street Solid Waste Transfer Station.

Hector Perez

Party Chief/FAA Drone Pilot

Firm

- MNS Engineers, Inc.

Areas of Expertise

- Construction layout
- Land surveying
- Topographic survey and mapping
- Team management
- Boundary surveys
- Municipal surveying

Years of Experience

- 22

Licensing

- FAA Pilot License, No. 4742926

Certifications

- Erailsafe Train Certification
- Union Pacific Safety Certification
- Confined Space Awareness
- CPR and First Aid
- Fall Protection

Award

- 2010 APWA Project of the Year, 8th Street Pedestrian Bridge Replacement

Mr. Perez has over 22 years of significant experience in land surveying and construction layout staking and in boundary topographic and construction layout surveying. Hector's experience includes construction staking for the Advanced Water Treatment Facility, "The Great Project" in the City of Oxnard, Santa Barbara and Goleta Valley Cottage Hospitals, construction layout for the Santa Barbara Zoo, and was involved in the Santa Barbara Airport topographic mapping. His experience includes:

Rose Elementary School, Oxnard School District, CA. *Party Chief.* MNS provided the following services for the design of the new Rose Elementary school expansion, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) of underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

McKenna Elementary School Site, Oxnard School District, CA. *Party Chief.* MNS provided the following services for the design of the McKenna School additions, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; easement legal descriptions for utilities; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

Doris Patterson New Academy School, Oxnard School District, CA. *Party Chief.* MNS provided the following services for the design of the new Doris Patterson Academy school acquisition, including the acquisition of a title report; a boundary survey and boundary analysis; identification of the location of existing water facilities; and a legal description for the 25-acre site, which includes a portion of Lot 158 of the Patterson Ranch

Property. The documents were used for the acquisition process of the property for the new school site.

McAuliffe, Richen, Brekke, and Ramona Schools, Oxnard School District, CA. *Party Chief.* MNS provided the following services for expansions to McAuliffe, Richen, Brekke, and Ramona Schools. Services included the acquisition of a title report for each site; a property line analysis for the expansion areas of each school site; control and a topography map of each site which included adjacent streets; and ground penetrating radar (GPRS) of underground utility locations of each school site. The property lines, topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the expansion of the school.

Seabridge School, Oxnard School District, CA. *Assistant Party Chief.* MNS provided the following services for the design of the new Seabridge School, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.

Safe Routes to School Safety and Enhancements Project, City of Oxnard, CA. *Party Chief.* MNS provided surveying for infrastructure improvements at six schools: Fremont Middle, Curren Elementary, Kamala Elementary, Harrington Elementary, Lemonwood Elementary, and Ramona Elementary. The project addressed poor visibility at crossings, missing or inaccessible curb ramps, lack of traffic signs and pavement markings, and poor intersection geometry that contributed to obstructed views for motorists and pedestrians. Infrastructure improvements included 33 curb extensions, 59 accessible curb ramps, 47 high-visibility crosswalks, 56 roadside signs, four Rectangular Rapid Flashing Beacons (RRFB), and traffic pavement markings/stripping.

Ramona School HSIP Improvements, City of Oxnard, CA. *Party Chief.* Ramona Elementary School is located on Cooper Road between Bonita Avenue to Juanita Avenue. The City of Oxnard received a Highway Safety Improvement Program (HSIP) grant to address the pedestrian and bike safety adjacent to the school. Traffic collisions around Ramona School have

been a top priority for students, families, and the community. The safety concerns were elevated due to a collision in which there was a fatality and two others injured. The project will improve the pedestrian crossings on four intersections along Bonita Ave from 1st Street to Cooper Road and Cooper Road from Bonita Avenue to Juanita Avenue. Curb extensions will be provided at the intersections along Cooper Road. In addition to the curb extensions, the Anita Avenue intersection will include a rectangular rapid flashing beacon (RRFB). With the addition of the curb extensions, the existing storm drain system on Cooper Road will need to be modified, and drainage modification will be needed to keep the stormwater flowing. The project included coordinating with other City projects located within the project limits. Improvements were designed to remain in the existing City right-of-way (R/W) to avoid R/W acquisitions.

C Street Bicycle Facilities Installation, City of Oxnard, CA. *Party Chief.* This project will install bicycle facilities (Class II and III) on C Street from Hueneme Road to Gonzales Road. The project is primarily located along C Street. At the southerly end, the bike facility will be on Courtland Street from Hueneme Road to Canterbury Way. The project includes Class III bicycle facilities to close gaps on the following streets intersecting or adjacent to C Street: Hill Street from C Street to Novato Drive, Guava Street from C Street to East Hemlock Street, East Hemlock Street from Guava Street to Patterson Road, and G Street from Guava Street to Wooley Road. The project coordinates the proposed improvements with two City projects: Thin Maintenance Overlay Project Phase 2 and Bryce Canyon North and South Resurfacing Project. The project will provide approximately nine miles of bicycle facilities.

Conejo School Road and Willow Lane Sidewalk and Bike Lanes Project, City of Thousand Oaks, CA. *Party Chief.* The City of Thousand Oaks received Active Transportation Program (ATP) and Congestion Mitigation and Air Quality (CMAQ) funding to improve pedestrian and bicyclist safety along 1.1 miles of Conejo School Road and Willow Lane. Engineering services for this \$3.9M project consist of preliminary and final design, environmental document, and property services for roadway widening, retaining walls, reconstruction of private driveways, sidewalk and sidewalk infill construction, bicycle and traffic lane striping and markings, curb ramp construction and pavement rehabilitation, pedestrian activated signals, storm drain improvements, stormwater treatment facilities and landscaping. Critical elements to project success encompass reconstruction of multiple private driveways and retaining walls.

Project	Description	Staff/Role
<p>Rose Elementary School Oxnard School District 2017</p> <p>Jorge Gutierrez, Facilities Director 805.486.5745 jgutierrez@oxnardsd.org</p>	<p>MNS provided the following services for the design of the new Rose Elementary school expansion, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.</p>	<ul style="list-style-type: none"> • Chris Vandrey (PM) • Fred Tice (Survey) • Shane Sobecki (Survey) • Bob Starr (CADD Tech) • Justin Dickerson (Party Chief) • Hector Perez (Party Chief) • Jacob Yost (Party Chief)
<p>McKenna Elementary School Oxnard School District 2017 – 2018</p> <p>Lisa Franz, Director of Purchasing 805.487.3918 lfranz@oxnardsd.com</p>	<p>MNS provided the following services for the design of the McKenna School additions, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; easement legal descriptions for utilities; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.</p>	<ul style="list-style-type: none"> • Chris Vandrey (PM) • Fred Tice (Survey) • Shane Sobecki (Survey) • Bob Starr (CADD Tech) • Justin Dickerson (Party Chief) • Hector Perez (Party Chief) • Jacob Yost (Party Chief)
<p>Doris Patterson New Academy School Oxnard School District 2015 – 2016</p> <p>Lisa Franz, Director of Purchasing 805.487.3918 lfranz@oxnardsd.com</p>	<p>MNS provided the following services for the design of the new Doris Patterson Academy school acquisition, including the acquisition of a title report; a boundary survey and boundary analysis; identification of the location of existing water facilities; and a legal description for the 25-acre site, which includes a portion of Lot 158 of the Patterson Ranch Property. The documents were used for the acquisition process of the property for the new school site.</p>	<ul style="list-style-type: none"> • Chris Vandrey (PM) • Fred Tice (Survey) • Shane Sobecki (Survey) • Bob Starr (CADD Tech) • Justin Dickerson (Party Chief) • Hector Perez (Party Chief) • Jacob Yost (Party Chief)
<p>McAuliffe, Richen, Brekke, and Ramona Schools Oxnard School District 2017 – 2018</p> <p>Lisa Franz, Director of Purchasing 805.487.3918 lfranz@oxnardsd.com</p>	<p>MNS provided the following services for expansions to McAuliffe, Richen, Brekke, and Ramona Schools. Services included the acquisition of a title report for each site; a property line analysis for the expansion areas of each school site; control and a topography map of each site which included adjacent streets; and ground penetrating radar (GPRS) of underground utility locations of each school site. The property lines, topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the expansion of the school.</p>	<ul style="list-style-type: none"> • Chris Vandrey (PM) • Fred Tice (Survey) • Shane Sobecki (Survey) • Bob Starr (CADD Tech) • Justin Dickerson (Party Chief) • Hector Perez (Party Chief) • Jacob Yost (Party Chief)

Project	Description	Staff/Role
<p>Seabridge School Oxnard School District 2017 – 2018 Lisa Franz, Director of Purchasing 805.487.3918 lf Franz@oxnardsd.com</p>	<p>MNS provided the following services for the design of the new Seabridge School, including the acquisition of a title report; a complete boundary survey and boundary analysis — a record of survey was recorded at the County of Ventura survey office; control and an aerial topography map of the complete school site which incorporated adjacent streets and dwellings; a supplemental field topography locations; and ground penetrating radar (GPRS) underground utility locations of the site. The boundary, aerial, supplemental topographic survey, and underground utility locations were all merged into a base map that was used for the design effort of the school expansion.</p>	<ul style="list-style-type: none"> • Chris Vandrey (PM) • Fred Tice (Survey) • Shane Sobecki (Survey) • Bob Starr (CADD Tech) • Justin Dickerson (Party Chief) • Hector Perez (Party Chief) • Jacob Yost (Party Chief)
<p>City Surveyor Services City of Goleta 2008 – current Charlie Ebeling, PE, TE, Director of Public Works 805.961.7569 cebeling@cityofgoleta.org</p>	<p>We provide the City with review and signing of all parcel maps, tract maps, lot line adjustments, certificates of compliance, and mergers. We have provided various standardized procedures and document formats and support them with acquisitions, relinquishments, and roadway vacations. We also support them with various base maps for the design of roadway and drainage projects. Projects included:</p> <ul style="list-style-type: none"> • Ekwil Street and Fowler Road Extensions and Roundabout Project • Ellwood Mesa Open Space Encroachment Survey • Los Carneros Road Bridge Approach Widening Study • Survey for San Jose Creek Middle Extents • San Jose Creek Bike Path Southern Extent • Survey for Cabrillo Business Park • Villages at Los Carneros Tract Map No. 32050 • Armitos Avenue Map Check • Fairview Avenue Right-of-Way Study 	<ul style="list-style-type: none"> • Chris Vandrey (PM) • Fred Tice (Survey) • Shane Sobecki (Survey) • Bob Starr (CADD Tech) • Justin Dickerson (Party Chief) • Hector Perez (Party Chief) • Jacob Yost (Party Chief)
<p>City Surveyor Services City of Buellton 1992 – current Rose Hess Public Works Director/City Engineer 805.688.5177 roseh@cityofbuellton.com</p>	<p>MNS has served as City Surveyor since their incorporation in 1992. On an as-needed basis, responsibilities include performing and conducting all the typical duties of City Surveyor, including reviewing and/or preparing all legal descriptions, reviewing applications for lot line adjustments, voluntary mergers, annexations, certificates of compliance, etc.; producing base maps and right-of-way maps; and construction surveying for most of the City's capital improvement projects. MNS has reviewed and approved dozens of Tract and Parcel Maps on behalf of the City. In the first four years of incorporation, we compiled a very accurate, electronic parcel base map for the City, which is still updated and in use today and has been a premier planning tool to aid in City planning and engineering. This parcel data was also incorporated into the County of Santa Barbara's GIS base map and is the parcel basis for Buellton's GIS.</p>	<ul style="list-style-type: none"> • Chris Vandrey (PM) • Fred Tice (Survey) • Shane Sobecki (Survey) • Bob Starr (CADD Tech) • Justin Dickerson (Party Chief) • Hector Perez (Party Chief) • Jacob Yost (Party Chief)

Project	Description	Staff/Role
<p>City Surveyor Services City of Arroyo Grande 2014 – current</p> <p>Robin Dickerson, PE, City Engineer 805.473.5441 rdickerson@arroyogrande.org</p>	<p>MNS began its on-call contract for municipal surveying with the City in 2014. To date, we have provided reviews of over 40 private development projects. Through the approval processes of a variety of projects, we were asked to review and comment on the existing City formats. Working closely with City staff, we were able to improve and standardize certain formats, wording, and general processes. The City experienced a period of staff transition a couple of years ago where MNS was able to assist to keep the development review processes moving along while new staff members became oriented to their new positions.</p>	<ul style="list-style-type: none"> • Chris Vandrey (PM) • Fred Tice (Survey) • Shane Sobecki (Survey) • Justin Dickerson (Party Chief) • Bob Star (CADD)



4 Tab 4. Fee Proposal

Patricia Raphael Garcia
Account Manager
Caldwell Flores Winter, Inc.
praphael@cfwinc.com

RE: Survey Services for Reconstruction of Dr. Lopez Academy
Cost Estimate for Surveying Services

Dear Patricia,

Thank you for requesting a proposal for our professional surveying services. The following is our proposed scope of services and estimated fee. Our experienced surveyors can fully address the project's needs in a timely and cost-efficient manner.

MNS is signatory to IUOE local 12 and 3. DIR # 100003564

The scope and fees are figured on a Time and Material basis for this project and is detailed in Exhibit "A". Our field and office fees are per the attached schedule of fees. Additional work requested will be provided on a T & M basis.

Invoicing will be monthly based on the percentage of work completed for each item shown in Exhibit A. We would expect to receive payment within thirty (30) days after your receipt of our invoice. Outside services will be invoiced directly to you through your suppliers or at "cost plus" when invoiced through MNS.

Insurance coverage provided by MNS and included in our offer of this proposal are \$1,000,000 for each General Liability, Personal Liability, Auto Liability, and Professional Liability. Upon request, we will provide a Certificate of Insurance for the insurance coverage listed above. Should you require additional coverage the costs that we incur from our insurance carriers will be invoiced at their direct costs and are not included in our fee quoted within this proposal.

Should this proposal meet with your approval, we will finalize a Professional Service Agreement.

Sincerely,

MNS Engineers, Inc.

Shane C. Sobecki, PLS
Principal Surveyor

**SCOPE OF SERVICES
RECONSTRUCTION OF DR. LOPEZ ACADEMY
SURVEY SERVICES**

The cost estimate below is based on the provided Oxnard School District RFP.

1	Boundary Survey	\$14,370
	<ul style="list-style-type: none"> • Record map/document research • Preliminary title report acquisition • Locate centerline and property corner monuments to establish applicable boundaries • Retrace adjacent right of way, property boundaries, and easements/encumbrances per the provided title report • Assumptions- A Record of Survey is not a part of this scope of work (Enough maps exist per record to locate monuments and establish property boundaries) 	
2	Aerial Topographic Mapping	\$12,560
	<ul style="list-style-type: none"> • Aerial Topography of entire school site, adjacent streets, and 75' into adjacent properties • Mapping at 1" = 20' scale • Contours at 1' intervals (error not to exceed one half contour interval) • Establish control on NAD83 horizontal and NAVD88 vertical datum 	
3	Conventional Topographic Mapping	\$27,340
	<ul style="list-style-type: none"> • Supplement aerial mapping with higher accuracy measurements • Locate existing structures, concrete hardscape, walls/fences, signage, and other permanent features • Provide roadway cross sections at 25' intervals along adjacent streets • Provide finish floor and roof heights at applicable buildings adjacent to new construction • Provide spot elevations at locations not visible by aerial mapping • Locate above ground and visible utilities • Locate and measure inverts to applicable sewer/storm drain structures • Locate trees (2" in diam. and above) and applicable drip lines 	
4	Underground Utility Locations	\$50,285
	<ul style="list-style-type: none"> • MNS will use GPRS Inc. to mark up and locate utilities and provide depths outside the building footprints and in the open areas • Underground utilities to be located within school site and adjacent streets for future tie in purposes • MNS to locate provided markings and include them in topographic base map 	
Total		\$104,555

Assumptions, Exclusions and Understandings

1. Work to be performed is strictly limited to those items detailed in the scope of work above. All work not set forth in the scope of the work above shall be deemed additional work. Should the additional work be required, it is the responsibility of the contractor to initiate negotiations for such work. Additional work will be charged at regular hourly rates, per the attached fee schedule, and includes the time for travel to the jobsite. Additional work will not be commenced without written authorization from Contractor.
2. Items of work that are not clearly defined prior to the authorization to proceed will be performed on a time and material basis per attached fee schedule or upon such a lump sum addition to the contract, as agreed upon by the Contractor prior to proceeding with such items of work.
3. Work may be requested that, due to the Contractor's schedule, requires work to be performed during non-business hours. If such work is required, a request for a premium time may be made. Premium time shall be deemed extra work and will apply to scope items or non-scope items. Premium time will be paid at 150% of the hourly rates, as listed on our fee schedule.
4. Contract Payment and Reimbursable Expenses:
 - a) Payments are due and payable according to monthly billings as the work progresses, no retention.
 - b) Courier service, blueprinting, and reproduction costs are not included in the cost outlined above and shall be at the Contractor's expense. The cost for any outside services will be billed at their direct cost plus 15%.
5. Governmental agency fees or charges and/or deposits are the responsibility of the client.
6. Monumentation not included in this cost estimate because the existing centerline monumentation are in per record maps and corner records.

MNS Engineers Team Resource Estimate

MNS Engineers Staff Hours By Task									
Surveying									
	Principal Surveyor	Assistant Project Surveyor	Associate Project Surveyor	Party Chief	Chain Person	One-Person Survey Crew	Field Apprentice	Per Diem \$200 per day per person	Outside Services
	\$280	\$160	\$175	\$190	\$160	\$225	\$130	\$200	
Boundary Survey	12	32		11	10				2000
Aerial Topo Mapping	8	16		11	10				3700
Conventional Topo Mapping	12	60		42	40				
Underground Utility Locations	8	24		21	20				33650
Hours:	40	132	0	85	80	0	0	0	
Costs:	\$11,200	\$21,120	\$0	\$16,150	\$12,800	\$0	\$0	\$0	

Billing Rates:

MNS Tasks

Subtotals by Task			
Hours	Costs	Reimb Plus Percentage	Total
		10%	
0	\$0	\$0	\$0
0	\$0	\$0	\$0
0	\$0	\$0	\$0
65	\$12,170	\$2,200	\$14,370
45	\$8,490	\$4,070	\$12,560
154	\$27,340	\$0	\$27,340
73	\$13,270	\$37,015	\$50,285
337	\$61,270	\$43,285	\$104,555

ATTACHMENT C

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the Vice President of MNS Engineers, Inc., the party making the foregoing
[Title] [Name of Firm]

bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid/proposal. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted its bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/29/2024,
[Date]

at Santa Barbara, CA.
[City] [State]

Date: August 29, 2024
Proper Name of Bidder/Proposer: MNS Engineers, Inc.
Signature: 
Print Name: Jeff Edwards
Title: Vice President

END OF DOCUMENT

6 Tab 6. Lobbying, Debarment, and Suspension Certificate

ATTACHMENT D

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

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

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

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

MNS Engineers, Inc.

Organization:

201 N. Calle Cesar Chavez, Suite 300

Street address:

Santa Barbara, CA 93103

City, State, Zip:

Jeff Edwards

Certified by: (type or print)

Vice President

Title



Signature

August 29, 2024

Date

Disclosure of Lobbying Activities
MNS has no lobbying activities to disclose

Approved by OMB
0348-004

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

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

<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:  <hr/></p> <p>Print Name: <u>Jeff Edwards</u></p> <p>Title: <u>Vice President</u></p> <p>Telephone No.: <u>805.331.4848</u> Date: <u>8/29/2024</u></p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

Debarment, Suspension, and Other Responsibility Matters

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

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

MNS Engineers, Inc.

Contractor/Company Name

N/A

Award Number, Contract Number, or Project Name

Jeff Edwards, Vice President

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



Signature(s)

8/29/2024

Date



Tab 7. Comments to Form of Agreement

MNS reviewed the District's current Master Agreement and Insurance Certificate and Endorsement Requirements; suggested exceptions are highlighted in Appendix B. We request our suggestions be considered by the District in an effort to reduce the amount of liability. Please contact us with any questions or concerns in regard to these changes. We are certain we can come to an acceptable agreement with the District. Only sections with comments are provided.

A

Appendix A. Exceptions to Agreement and Insurance Requirements

Master Agreement - Project Surveyor

Page 3

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.
 undisputed portion of the invoice shall be paid and the remainder of the

Page 3

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.

its legal portion of its

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.
 perform services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions

- 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.

or for convenience or for cause due to substantial failure of District to comply with the material terms of this Agreement. In the event of notice of termination for cause, Consultant shall, within the notice period, allow the District the opportunity to cure the alleged breach, or show reasonable progress towards such cure.

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.

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.

Any reuse or modification by Client of works made for hire for any project other than the project for which the works for hire were prepared without Consultant's prior written consent shall be at the sole risk of Client and Client agrees to indemnify and hold harmless Consultant from all costs, losses, and expenses, including legal fees, incurred as a result of any such use or decision by Client. Further, Client shall not deliver Consultant-prepared works for hire to any unauthorized third-party without first obtaining Consultant's written consent.

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.

Any reuse or modification by Client of works made for hire for any project other than the project for which the works for hire were prepared without Consultant's prior written consent shall be at the sole risk of Client and Client agrees to indemnify and hold harmless Consultant from all costs, losses, and expenses, including legal fees, incurred as a result of any such use or decision by Client. Further, Client shall not deliver Consultant-prepared works for hire to any unauthorized third-party without first obtaining Consultant's written consent.

- 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.

consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

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”). **applicable**

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

31. **Indemnification.** **agrees to** 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.

Insurance Certificate and Endorsement Requirements

Additional Insurance Coverage Requirements (May increase depending on services provided)

Type	Minimum Required Limits of Insurance
Professional Liability	\$1,000,000 - Accountants, auditors, attorneys, education consultants, nurses, therapists etc. \$2,000,000 – architects, engineers, inspectors, technology items are not applicable \$5,000,000 – physicians or doctors
Sexual Abuse and Molestation	\$2,000,000 Per Occurrence \$4,000,000 General Aggregate Vendors, service providers, contractors and/or consultants working directly with students (18 & under) in person or virtual will be required to provide sexual abuse and molestation coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2024

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 Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No): E-MAIL ADDRESS: syoung@risk-strategies.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Company, Ltd. A+:XV</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company A+:XV</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Co of America A++: XV</td> <td style="text-align: center;">31194</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company, Ltd. A+:XV	11000	INSURER B: Hartford Fire Insurance Company A+:XV	19682	INSURER C: Travelers Casualty and Surety Co of America A++: XV	31194	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Travelers Casualty and Surety Co of America A++: XV	31194														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 80455238

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72SBWBG3262	6/14/2024	6/14/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			72UEGCK5894	6/14/2024	6/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			72SBWBG3262	6/14/2024	6/14/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72WEGAX1RMA	6/14/2024	6/14/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			107272696	6/14/2024	6/14/2025	Per Claim: \$5,000,000 Aggregate: \$5,000,000

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

This certificate issued for Proposal Purposes only.
 GL, AL, WC Ded: \$0; Prof Liab Ded: \$50,000 per claim.
 All carriers shown have an AM Best Rating of A+15.
 Umbrella Liability follows form to the general, auto and employer's liability policies.

CERTIFICATE HOLDER

CANCELLATION

*For Proposal Purposes Only	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 RSC Insurance Brokerage
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ACORD 25 (2016/03)

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OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #24-137 with Universal Engineering Services to Provide Geotechnical Engineering Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)

The Dr. Lopez Academy Reconstruction Project consists of a complete reconstruction of the Lopez campus with an entirely new set of facilities, built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. A reconstruction strategy is proposed that would include the construction of a new 750 student grade 6-8 facility at the existing school site. Upon completion of the new facilities, the existing school would be demolished, and playfields and hardcourt areas would be constructed in its place.

In August 2024, a request for proposals was distributed to geotechnical engineering firms to submit proposals. One firm submitted a proposal, and the proposal was reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with Universal Engineering Services to provide Geotechnical Engineering Services for the Dr. Lopez Academy Reconstruction Project.

Term of Agreement: October 17, 2024 through June 30, 2025

FISCAL IMPACT:

\$27,900.00 - Enhanced Master Construct Program funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director, Facilities, in consultation with CFW, that the Board of Trustees approve Agreement #24-137 for Geotechnical Engineering Services with Universal Engineering Services for the Dr. Lopez Academy Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-137, Universal Engineering Services - Geotechnical Engineering - Lopez Recon Project \(15 pages\)](#)
[Proposal \(45 pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider’s services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

a. Commercial General Liability Insurance. Provider shall procure and maintain. during the term of this Agreement, the following General Liability Insurance coverage:

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

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

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

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

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

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



Proposal for UES for
**GEOTECHNICAL ENGINEERING
SERVICES IN RESPONSE TO
OXNARD SCHOOL DISTRICT'S
RFQ/P**

Submitted To:

Patricia Raphael Garcia, Account Manager
Caldwell Flores Winter, Inc.
praphael@cfwinc.com

August 28, 2024 1 PM

14538 Meridian Pkwy #A
March Air Reserve Base
Riverside, CA 92518
p. 661.619.2152

3600 Pegasus Drive
Suite 11
Bakersfield, CA 93308
p. 661.344.9946



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TAB 1
COVER LETTER

August 28, 2024

3600 Pegasus Drive, Suite 11
Bakersfield, CA 93308
p. 661.344.9946**UES**
14538 Meridian Pkwy #A
March Air Reserve Base
Riverside, CA 92518
p. 661.619.2152
f. N/AAttention: Patricia Raphael Garcia, Account Manager
Caldwell Flores Winter, Inc. | e. praphael@cfwinc.comReference: Geotechnical Engineering Services for Reconstruction
of Dr. Lopez Academy

Dear Patricia Raphael Garcia and Committee Members:

UES Professional Solutions, Inc. (UES) appreciates the opportunity to present our services, experience, and interest in response to Oxnard School District's (District) RFQ/P for Geotechnical Engineering Services for Reconstruction. We want to support the District's project and believe our decades of local experience, multiple Division of the State Architect (DSA) accredited laboratories, and highly-qualified team members demonstrates that we are the District's best choice for services.

UES's Bakersfield office will serve as our lead office for the Dr. Lopez Academy Reconstruction School Project. Our UES has three, soon to be four DSA accredited facilities (LEA 217, LEA 202, LEA 8, and our future LEA 337). UES is a growing operation in California with four offices across the state, including those in Escondido, Riverside, Stockton, and West Sacramento. Our team of professionals are up-to-date on all design and testing requirements and standards, reporting protocols, and communication procedures necessary to complete work on time and within budget. We believe that offering quality service personalized for each task, ease of communication, and timely turnaround of reports and test results will eliminate delays and result in a substantial overall cost savings to the District—this is our commitment to you.

Our seasoned team will be lead by **Richard Henderson**, who will serve as the Project Manager. **Dan Math, PE, GE** is the Authorized Officer. Area Business Development Manager **Tara Butler** will be the primary Point of Contact, available, knowledgeable, and regularly attentive to the District in regard to this RFQ/P and subsequent work. **Dharmesh Amin, MS, PE, GE**, will serve as Geotechnical Engineer of Record and will oversee technical operations. Laboratory Manager **Daisy Elizondo** will coordinate and oversee laboratory testing. If you have any further questions about our qualifications, please reach out to **Tara Butler**, who is authorized to speak on behalf of UES at tmbutler@teamUES.com or 661.619.2152.

Our TIN is 93-0997190, CA Corporation is C1559606, and our DIR No. 100006124. The first page of 18 outlining our coverage limits is on the next page. The full certification can be found at <https://online.flippingbook.com/view/907238115>. UES can certify that we can meet the insurance limits listed in the RFP. UES received a copy of the District's standardized form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFQ/P. UES has reviewed the indemnity and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, UES has no objections to the use of the Agreement. Furthermore, UES certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

Sincerely,

UES

Dan Math, PE, GE (Authorized Officer), President
p. 760.873.3478 | dmath@teamUES.com

Richard Henderson, Bakersfield Branch Manager
p. 661.344.9946 | rhenderson@teamUES.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2024

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): 770.670.5324 E-MAIL ADDRESS: uescerts@greyling.com												
INSURER(S) AFFORDING COVERAGE													
INSURED UNIVENG UES Professional Solutions, Inc. 1441 Montiel Road, #115 Escondido, CA 92026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A : Endurance American Specialty Ins Co</td> <td style="text-align: right;">NAIC # 41718</td> </tr> <tr> <td>INSURER B : Evanston Insurance Company</td> <td style="text-align: right;">35378</td> </tr> <tr> <td>INSURER C : Landmark American Insurance Company</td> <td style="text-align: right;">33138</td> </tr> <tr> <td>INSURER D : Greenwich Insurance Company</td> <td style="text-align: right;">22322</td> </tr> <tr> <td>INSURER E : Aspen Specialty Insurance Company</td> <td style="text-align: right;">10717</td> </tr> <tr> <td>INSURER F : Convex Insurance UK Limited</td> <td></td> </tr> </table>	INSURER A : Endurance American Specialty Ins Co	NAIC # 41718	INSURER B : Evanston Insurance Company	35378	INSURER C : Landmark American Insurance Company	33138	INSURER D : Greenwich Insurance Company	22322	INSURER E : Aspen Specialty Insurance Company	10717	INSURER F : Convex Insurance UK Limited	
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INSURER D : Greenwich Insurance Company	22322												
INSURER E : Aspen Specialty Insurance Company	10717												
INSURER F : Convex Insurance UK Limited													

COVERAGES **CERTIFICATE NUMBER:** 1466690031 **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
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	RGC3002099	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
D A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	RAC9438325 EXT30030240901	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Auto \$ 2,000,000
B C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	MKLV2EUE101855 LHA600397	5/1/2024 5/1/2024	5/1/2025 5/1/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	RWC3002100	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Excess GL Professional Liab Incl Pollution Liab			CX010NE24 B0146LDUSA2405257	5/1/2024 5/1/2024	5/1/2025 5/1/2025	Per Occ./Aggregate \$4,000,000 Per Claim \$5,000,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER Sample Certificate	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
-----------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

TAB 2

LITIGATION AND CLAIMS HISTORY

LITIGATION AND CLAIMS HISTORY

UES has not had any litigations or claims within the last five (5) years.

TAB 3
PROJECT TEAM SUMMARY

PROJECT TEAM SUMMARY

FIRM INTRODUCTION

UES is one of the most experienced, trusted, and resource-rich engineering companies of its kind. We are the union of several like-minded, leading engineering firms, complementary in professional services, core values, and customer service-centric views. Established almost six decades ago, our team's experience in Southern California dates back to 1989. Unique acquisitions paired with opening new offices regionally have helped build our environmental expertise throughout the Golden State. **The company has nearly 4,000 professionals at 85+ national branches with resources and local knowledge across the country.** UES is a national company unmatched in experience and resources. Our mission is to support our clients through every phase of their projects. Well-respected and steeped in culture, UES is considered a pioneer in the industry and stands at the forefront of influential legislation and proven best practices. We serve federal (GSA), public, and private clients, and our portfolio of work includes projects for the transportation, energy, commercial, and education markets and more. We are passionate about our work and strive to maintain strong, meaningful relationships with our industry partners. In collaboration with our clients, UES is proud to contribute to the growth of the communities we serve.

OUR SERVICE LINES

- Environmental Consulting & Permitting
- Geotechnical Engineering
- Materials Testing & Inspections
- Geophysical Technology
- Building Sciences & Code Compliance

WORKING WITH SUB-CONSULTANTS

UES is proud to partner with local firms to ensure our clients are met with the most prepared and qualified team to accomplish a job. Though our offices and laboratories in California can handle nearly any job in-house without the use of sub-consultants, there are few services that require us to work with our trusted industry partners, including those of DBEs and DVBEs. We have a pool of local, prequalified sub-consultants

who can help us perform services such as drilling and specialty laboratory services. Should the District require any additional services we cannot provide, we will find a sub-consultant we trust to complete the job on time and within budget.

STAFFING PLAN

Our engineers, geologists, environmental scientists, construction inspectors, technicians, and support personnel have a demonstrated record of integrity and professionalism throughout California. Directing our team is Project Manager **Richard Henderson**. Richard will oversee the project schedule and budget and ensure all timelines are met. Communication is critical to the success of any project. UES will maintain continuous contact with District and project representatives. Richard will take an active approach to anticipating project needs and solving problems before they arise.

Supporting Richard will be Geotechnical Engineer of Record Engineer **Dharmesh Amin, MS, PE, GE** who will oversee technical operations. Dharmesh has over 40 years of experience in civil, geotechnical investigations, documentation, testing, and inspection on construction projects. He has performed geotechnical and materials testing and inspection documentation on construction projects, as well as geotechnical and foundation design, re-port preparation, and fault studies on several public works projects. He has also supervised soils, rock, concrete, steel, and asphalt testing laboratories and certified several concrete, asphalt, and soil testing laboratories for with DSA, AMRL, CCRL, and City of Los Angeles accreditations. Dharmesh will be supported by Geotechnical Engineer **Dean Stanphill, PE, GE, CEM**, has conducted numerous geotechnical investigations for school projects in California, including community colleges, state colleges, University of California projects, and K-12 schools, including those designed and constructed under the oversight of the California DSA.

Richard, Dharmesh, and Dean will lead services for the District. **Jacob Alvarez** will oversee drilling operations. Laboratory Manager **Daisy Elizondo**, who will oversee all laboratory services, will be supported

by our team of trained, certified, and experienced laboratory technicians. Our laboratory is accredited by the DSA, the Army Corps of Engineers, and the American Association of State Transportation and Highway Officials.

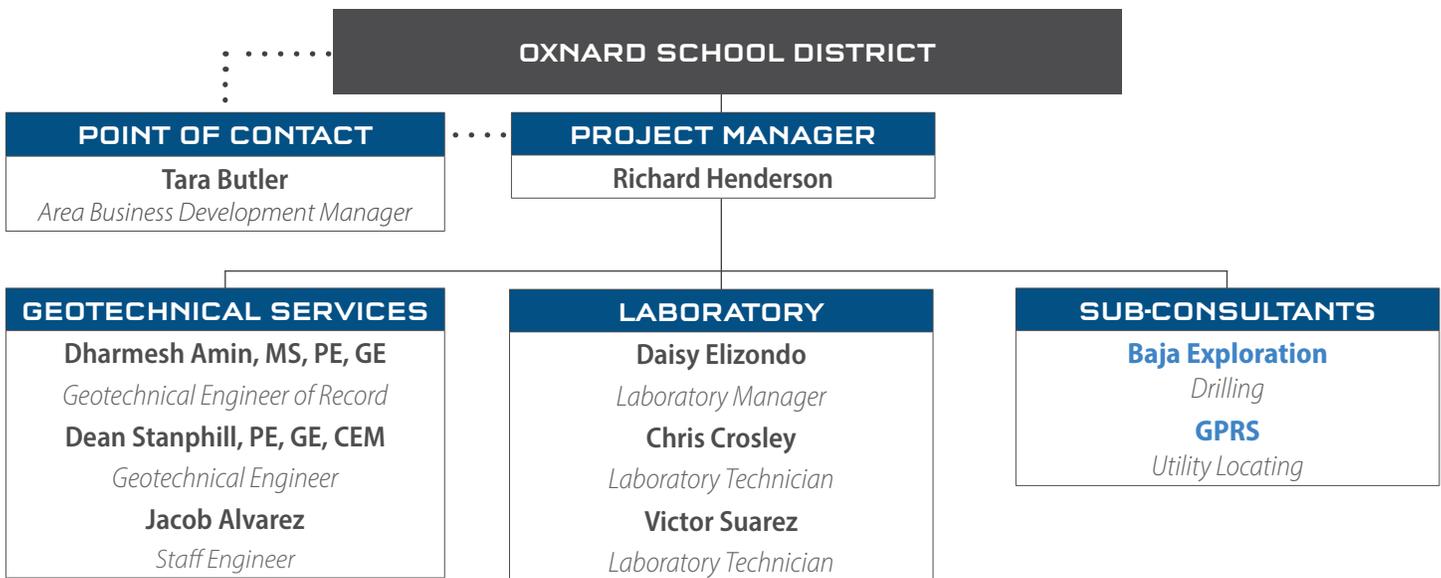
SUB-CONSULTANT

UES will work with sub-consultant **Baja Exploration** and **GPRS** as needed to complete the District’s project. This sub-consultant is a trusted partner of our firm and have worked with UES on many projects

in the area. Baja Exploration will perform all drilling services. GPRS will provide private utility locating.

ORGANIZATIONAL CHART

The organizational structure of our team is demonstrated in the following chart. Each team member possesses the required knowledge, skills, licenses, certifications, and experience necessary to meet requirements specified in this RFQ. On page **ix**, we provide **resumes** for our team leads and professional staff.



OUR APPROACH

UES is qualified, certified, and experienced to provide the requested services for your project successfully. Our goal as a firm is to add value to the project team assembled by Caldwell Flores Winter, Inc., and the Oxnard School District. Projects assigned to UES will be completed safely, on schedule, and within the project budget. UES will be responsive and attentive to the needs of the district.

The UES staff fully understands DSA requirements, policies, procedures, and what is expected of DSA projects. A review of our firm’s history will validate our extensive experience with DSA projects in Central and Southern California, providing both geotechnical and special inspection and material testing services. Reference letters have been provided for review.

In partnering with UES, the District will have access to a national network of inspectors, construction professionals, professional geologist, and professional engineers.

Cost control is always a primary concern for any project. Our estimate has been prepared to meet the requirements set by ASCE 7-16, the California Building Code, the Division of the State Architect, and the California Geological Survey. No Change Orders are expected, with the exception being an increase in scope of work.

UES has a very stringent safety program, and safety is our top priority. The safety of UES employees is paramount. Our commitment to safety is 24 hours per day, seven days per week, 365 days per year. Each employee is responsible for working safely.

FLEXIBILITY IN WORKING WITHIN A K-12 SCHOOL DISTRICT

UES has worked with multiple school districts continuously for over 30 years providing the full range of our services for brand new campus projects, including site evaluation and acquisition through finished construction. We have also provided our services for building additions at existing campuses, modernization and improvements to existing facilities, and emergency repairs. We understand that a District's needs and priorities change with the condition of their existing facilities, funding availability, and/or enrollment fluctuations.

SCHEDULING

Additionally, school projects are historically delivered under aggressive schedules. This may be due to working around in-class sessions; holidays; and/or funding obligations. UES has been involved in many fast-track projects with schedules that require flexibility. Our lab and field technicians are experienced with working off-hours, nights and weekends when required by school construction operations. Our geotechnical staff resources are deep enough to be able to manage multiple, concurrent deliverables.

Our personnel typically are committed to multiple projects that last four to eight weeks. With our depth of resources and experience working with school districts, we are always able to successfully adjust to meet our contracted commitments.

QUALITY CONTROL

UES's exceptional staff brings a wealth of knowledge, comprehensive experience and skills to each project. With educational backgrounds in the fields of engineering, geology, environmental studies and management services, our staff members are fully prepared to identify and address a wide array of geotechnical issues. Historically, we average between 40 and 50 active jobs at any given time, but with our depth and experience we are always able to adjust and reassign work to meet commitments to our clients. We place quality foremost in our goals and objectives through the following steps:

- We implement a project specific, effective quality assurance program with active participation by all personnel;

- We include quality assurance procedures as a routine part of the project work, and not just at the completion of work tasks;
- We consider all aspects of work on the project that have an impact on quality, including technical standards and review, effective communication, and thorough project management; and,
- We commit key staff and resources needed to achieve the quality goals and objectives that UES and our client set for the project.

COMMITMENT TO PERSONAL GROWTH AND DEVELOPMENT

At UES, our team members are our top asset. Our team members make us great and are the backbone of our organization. As a company, we are fully committed to helping our team members achieve their maximum potential. This is accomplished through our investment in education, professional development, and personal growth.

Our team members can be broken down into three primary categories: professionals, field personnel, and support staff. All team members are encouraged to continue their education and professional development regardless of what position they hold.

Staff professionals are assisted in achieving professional licensure through paid exam preparation and training programs, books and study materials, exams, and licensure fees. Additionally, UES continues to provide support for the obtainment of professional development units to maintain licensure. Staff professionals are also encouraged to participate in leadership roles within industry professional organizations. Some examples of current organizations with UES staff involvement are The Masonry Society, The American Concrete Institute, The American Society of Civil Engineers, and the American Society of Professional Estimators.

Our staff professionals are also involved in the local community, serving as lecturers at California Polytechnic State University of Pomona and California State University Long Beach in the Civil Engineering and Construction Management Departments.

Field personnel are encouraged to achieve additional certifications through the International Code Council (ICC) Special Inspector program. As a company, we cover the cost of training, reference books, and exam fees. Upon obtaining a new certification, field personnel are instantly provided with an increase in their hourly rate. There is no limit to how many certifications an individual wants to pursue. Once the certifications are achieved, they stay with the individual regardless of employment status with UES.

As a region, we have also established an entry-level program for individuals with no experience. Our 60 Days to Excellence program provides a 60-day paid internship in which entry-level candidates gain firsthand field experience, shadow experienced personnel, and are provided hands-on training in the laboratory. During this time, candidates are employed a minimum of 30 hours per week and are provided housing. Upon successful completion of the program, candidates will have obtained the ACI Field Grade I Field Technician Certification and have qualified to perform soil compaction testing with the nuclear gauge.

Our support personnel are key to our success. Without their support, operations would not be possible. Support personnel are also encouraged to achieve additional certifications as required per their position. As a company, we cover the cost of training, reference books, and exam fees. Upon obtaining a new certification, support personnel are instantly provided with a salary increase. We do not limit how many certifications an individual wants to pursue.

UES also provides a tuition reimbursement program for any team members wanting to advance their education. As a result, team members have been able to complete their bachelor's degree and advanced degrees (Masters/Doctorate).

One final program to discuss is our internal project management program. Although still in its initial stages, our project management program consists of three main parts. Part I consists of formal lectures in a hybrid format (face-to-face, virtual) in which candidates learn about the fundamentals of project management and skills specific to our industry. Part II consists of the practical application of newly acquired skills and regular mentoring with senior personnel.

Part III consists of a formal evaluation. Our project management program will enable our leaders to execute projects successfully and to provide quality service to our customers.

At UES, we are fully invested and committed to our team members. Without our team members, there is no UES. The strength of the company is only as strong as the strength of our team.

DSA AND CGS EXPERIENCE

Our team has years of experience working with the DSA, dating back to the origin of DSA Standards implementation. Overall, our team has worked on many DSA projects, including K-12 schools and higher education facilities. Our team utilizes and is knowledgeable of the DSA Box File Sharing system. We are also aware of the operations, line of communication, and all other unique features DSA projects tend to have.

DSA typically submits the geotechnical engineering report to the California Geological Survey (CGS) for review. As part of the review process, the CGS has developed minimum investigation, analysis, and reporting criteria for preparation of these reports; these criteria are presented in CGS Note 48. Among the minimum criteria presented in CGS Note 48 is a requirement that the subsurface exploration include at least one boring or exploration shaft per 5,000 SF of building footprint, with a minimum of two borings or exploration shafts for any one building. Our intent will be to prepare reports to satisfy the requirements of CGS Note 48 with respect to a geologic hazards assessment and a geotechnical engineering evaluation of school sites.

Four of our materials testing laboratory facilities in California are DSA approved and staffed with professionals knowledgeable of DSA testing standards/methods. In addition, our team members have in-depth knowledge of DSA projects and common practices. From a materials testing and inspection standpoint, fulfilling the DSA permit requirements is paramount and strictly adhered to. Most issues that are not in compliance with the DSA documents are resolved same day so they do not need to be tracked. For the rare issues that cannot be resolved on the same day, they are tracked and resolved with the help

of the Project Inspector long before time for closeout of the individual project cards or final project completion. This continuous approach to resolving any DSA project issues makes the DSA closeout portion of our services simple at the end of the project, where our final laboratory and testing and inspection closeout takes only a few minutes for small projects or a few hours for large projects.

FIRM'S GEOTECHNICAL ABILITY

UES provides geotechnical engineering and design services on projects in various market sectors such as transportation, education, commercial, and more. We perform these services for owners (private and public), design firms, and contractors for traditional and alternative contracting methods, like Design-Build.

Networked across offices are professionals redefining excellence, one day at a time, one project at a time. We do this through open collaboration, resource allocation, and sharing ideas and experiences. By tapping into our network of experts, we provide our clients with the best of the best, no matter the project's location. Our depth of staff resources means we can tackle project demands and keep projects on schedule, all with the confidence that highly qualified professionals are delivering our services.

The UES teams across California have specialized local knowledge of the geography and regulatory compliance and permitting procedures of countless municipalities. Our offices contain accredited laboratories and professionals that strive daily to give our clients quality management, service, and innovative solutions. Owners, construction managers, and other construction professionals have counted on UES's geotechnical engineering staff to provide valuable, cost-saving consulting throughout every stage of your project.

SERVICES INCLUDE:

- Geotechnical Engineering and Design
- Deep Foundation Analysis and Design
- Site Exploration, Drilling, CPT, Geophysical Surveys, and GPR
- Value Engineering and Analysis
- Laboratory Services, On-site Lab Setup and Certification

DESIGN SERVICES

- Preliminary Site Review
- Site Reconnaissance
- Subsurface Exploration
- Geologic Hazard Investigation
- Settlement/Heave Analysis
- Liquefaction Analysis
- Bearing Capacity Analysis
- Foundation Design
- Slope Stability Analysis
- Seismic Design/
- Analysis and Refraction Microtremor (ReMi) Testing
- Groundwater and Seepage
- Identification and Analysis
- Retaining Wall Analysis
- Earthwork and Grading Specification
- Preparation
- Third-party Review

CONSTRUCTION AND POST-CONSTRUCTION SERVICES

- Planning
- Grading Observation
- Fill Evaluation and Selection
- Groundwater Mitigation and Control
- Field Observation of Geotechnical Elements
- Geotechnical Performance Testing
- Geotechnical
- Monitoring
- Compaction Testing
- Settlement Monitoring
- Utility Trench Backfill
- Third-party Evaluation
- On-Site Geotechnical Remediation
- Expert Witness Testimony and Litigation Support

FIRM EXPERIENCE

UES is well suited to meet the District's geotechnical engineering service needs. We have nearly 35 years of experience working with school districts to supplement new developments, modernizations, and facility improvement projects, including those for K-12 districts and higher education/university campuses. With the support of our sub-consultants presented herein, we believe that our state-of-the-art facilities, experienced personnel, and decades of service experience allow us to provide our clients with sound engineering solutions in a timely and cost-effective manner.

RELATIONSHIP TO OUTSIDE GOVERNMENT AGENCIES

We understand UES may be required to assist the District in working with various outside governmental agencies. UES has many years of experience with working with various outside governmental agencies, including DSA, CGS, City and County Planning Commissions and Departments, the Department of Toxic Substance Control (DTSC), the Regional Air Quality Control District, the state and regional water quality control boards, the State Department of Education, the State Allocation Board, and the Office of Public School Construction. Our extensive experience working with these agencies and project teams ensures that projects are completed and closed in a timely and efficient manner.

CALIFORNIA K-12 SCHOOL DISTRICTS (SD)

Collectively, our team has worked on over 300+ K-12 projects throughout California. Our proven track record of success working with other California school districts enables us to be qualified to handle the project demands and project schedules of the District.

- Oxnard SD
- Lancaster SD
- Fowler Unified SD
- Vineland SD
- Mendota SD
- Lamont Elementary SD
- Mammoth Unified SD
- Santa Paula SD
- Perris Elementary SD
- Newport-Mesa Unified SD
- Oceanside Unified SD
- Escondido Union SD
- San Diego Unified SD
- Carlsbad Unified SD
- San Ysidro SD
- Sweet Water Schools
- San Marcos Unified SD
- Chula Vista Elementary SD
- Grossmont Union High SD + more

The following list of projects demonstrate our familiarity with school district projects. Our references can attest to our performance and technical capabilities as well.

TAMARACK ELEMENTARY SCHOOL

AVENAL, CA

UES led Preliminary Geotechnical-Geohazards Investigation for the proposed development of nine (9) new classrooms to establish an integrated early childhood education village. Scope of work consisted of Desktop Review, Site Reconnaissance, Exploratory Drilling, Percolation Testing, Laboratory Testing, and Engineering Analyses. A complete geotechnical report was delivered in compliance with DSA IR A-4 and California Geological Survey Note 48.

UES was also recently awarded the opportunity to provide construction materials testing and inspection services to the school as well.

School District: Reef-Sunset Unified School District
Reference: Art Scott, Caldwell Winters Flores
 e. ascott@cfwinc.com
Project Dates: August - September 2023
DSA Close-out/Certification Status/Notice of Completion: TBD
Square Footage: 10,000 SF
Main Program Elements: Nine new classrooms
Project Relevance: Preliminary Geotechnical-Geohazards Investigation in K-12
Role of the Firm: Geotechnical Investigation Entity
Key Individuals: Dharmesh Amin, MS, PE, GE
Sub-consultants: Baja Exploration, Kehoe Testing

OXNARD UNIFIED SCHOOL DISTRICT

OXNARD, CA

UES performed a geotechnical investigation, including subsurface explorations, laboratory testing, and engineering analyses with design recommendations for the demolition of an existing school and the new construction of four buildings to house a kindergarten, classrooms, administration, media and multi-purpose facilities for the Oxnard Unified School District. The project also included all site improvements and a covered walkway.

Based on the results of our background review, subsurface explorations, laboratory testing, and engineering analyses, we found the site could be used for the intended purposes if certain recommendations were followed. Recommendations included overexcavation of subgrade soils to five feet below bottom of building footings, installation of high-strength geogrid stabilization materials and aggregate rock, and compacted fill to support interconnected grade beam foundations for all buildings.

School District: Oxnard School District
Reference: Terry Zinger, Construction Manager
 p. 661.287.5620 | e.tzinger@califcon.com
Project Dates: March 2017
DSA Close-out/Certification Status/Notice of Completion: Closed
Square Footage: 30,000 SF
Main Program Elements: New classroom
Project Relevance: Geotechnical investigation in K-12
Role of the Firm: Geotechnical, Materials Testing, and Inspection Entity
Key Individuals: Dharmesh Amin, MS, PE, GE
Sub-consultants: None

LEMONWOOD ELEMENTARY SCHOOL

OXNARD, CA

The project consists of reconstruction and replacement of the entire school in phases. UES has been involved with this project from the inception, providing a full geotechnical report. Once the design phase was complete and construction had begun, UES was held on as the Geotechnical Engineer of Record, providing all geotechnical engineering services and field inspections.

UES provided Geotechnical Engineering & Geologic Investigation report via multiple geotechnical borings, CPTs, laboratory testing of selected samples, site reconnaissance, review of geologic maps and historical stereoscopic aerial photographs, geologic hazards evaluations including liquefaction and seismic settlement, design recommendations including earthwork, foundations and slabs, seismic effects and design parameters. Soil and construction inspections have been provided and are ongoing. As the geotechnical firm for the project, our field inspections included foundation observations, drilled pier observations, inspections of infiltration systems and soils (such as nuclear gauge compaction testing) during grading. School District: Oxnard School District

School District: Oxnard School District
Reference: David Fateh, Director of Facilities
 p. 805.486.5848 | e. dfateh@oxnardsd.org
Project Dates: 2020
DSA Close-out/Certification Status/Notice of Completion: Completed/Closed
Square Footage: N/A
Main Program Elements: New schools
Project Relevance: Geotechnical-Geohazards Investigation in K-12
Role of the Firm: Geotechnical Engineer of Record, Laboratory of Record
Key Individuals: Dharmesh Amin, MS, PE, GE
Sub-consultants: None

ALILA ELEMENTARY SCHOOL

EARLIMART, CA

UES led Preliminary Geotechnical-Geohazards Investigation for the proposed development of nine (9) new classrooms to establish an integrated early childhood education village. Scope of work consisted of Desktop Review, Site Reconnaissance, Exploratory Drilling, Percolation Testing, Laboratory Testing, and Engineering Analyses. A complete geotechnical report was delivered in compliance with DSA IR A-4 and California Geological Survey Note 48.

UES was also recently awarded the opportunity to provide construction materials testing and inspection services to the school as well.

School District: Earlimart School District
Reference: Art Scott, Caldwell Winters Flores
 e. ascott@cfwinc.com
Project Dates: August - September 2023
DSA Close-out/Certification Status/Notice of Completion: TBD
Square Footage: 10,000 SF
Main Program Elements: Nine new classrooms
Project Relevance: Geotechnical-Geohazards Investigation in K-12
Role of the Firm: Geotechnical Investigation Entity
Key Individuals: Dharmesh Amin, MS, PE, GE
Sub-consultants: Baja Exploration/Kehoe Testing

LAMONT NEW STEM ACADEMY SCHOOL WITH CENTRAL KITCHEN AND MOT FACILITY

LAMONT, CA

UES performed a geotechnical investigation, including subsurface explorations, laboratory testing, and engineering analyses with design recommendations for new construction and modernization at the Lamont Elementary School. The 19-acre site construction included two kindergarten buildings, six classroom buildings, an administration building, an eating room, and media center, and a multi-purpose room (MPR). Appurtenant construction consisted of restrooms, utilities, asphalt, concrete parking areas, play courts, walkways, and two acres of playfields. Due to flood concerns, the entire site grade was to be

raised by five feet. The proposed buildings would be constructed with concrete slabs-on-grade supported by conventional perimeter spread foundations and interior pad foundations.

The field investigation included advancing thirteen exploratory cone penetration tests (CPT's), drilling fifteen exploratory borings, and percolation testing. Based on the results of our background review, subsurface explorations, laboratory testing, and engineering analyses, we found the site could be used for the intended purposes if certain recommendations were followed. The geotechnical report included recommendations for excavations, fill placement, and several different grading and foundation design forms for the proposed structures. Recommendations included that the existing agricultural, fill or otherwise disturbed soils should not be used to support significant structures or the proposed buildings unless they are removed, adequately prepared, and recompacted according to our provided report.

School District: Lamont School District
Reference: Jordan Miles, Associate
 p. 323.202.2550 | e. jmiles@cfwinc.com
Project Dates: 2021–Ongoing
DSA Close-out/Certification Status/Notice of Completion: TBD
Square Footage: 19 acres
Main Program Elements: New elementary school with a kitchen
Project Relevance: Geotechnical-Geohazards Investigation in K-12
Role of the Firm: Geotechnical Engineer of Record
Key Individuals: Dharmesh Amin, MS, PE, GE
Sub-consultants: None



YEARS OF EXPERIENCE

11

LICENSES & CERTIFICATIONS

ICC No. 8375457, Soils
Special Inspector

AEMC Groud Resistance in
compliance with NFPA 70E

ACI No. 01306158,
Concrete Field Testing
Technician - Grade I

Certified Nuclear Density
Gauge Technician

OSHA 10-hour

UES HIRE DATE

03/06/2023

UES OFFICE

Bakersfield, CA

REFERENCES

Andre Hughes, p. 661.472.8874

Ryan Hitchcock,
p. 661.431.4087

Alex Perez, p. 661.810.7190

RICHARD HENDERSON

BRANCH MANAGER / INSPECTOR

Richard Henderson has over 11 years of industry experience as an Inspector. His experience includes soils testing, nuclear gauge testing, ACI concrete sampling, reinforced steel inspections, and field supervising duties. He has worked on a variety of public projects throughout California.

PROJECT EXPERIENCE

TAMARACK ELEMENTARY SCHOOL, AVENAL, CA

As Inspector, Richard soil and rebar sampled, compaction tested, reviewed and sent reports, and was in charge of scheduling for the proposed development of (9) new classrooms to establish an integrated early childhood education village. UES's scope of work consisted of desktop deview, site reconnaissance, exploratory drilling, percolation testing, laboratory testing, and engineering analyses. A complete geotechnical report was delivered in compliance with DSA IR A-4 and California Geological Survey Note 48.

ALILA ELEMENTARY SCHOOL AVENAL, CA

As Inspector, Richard soil and rebar sampled, compaction tested, reviewed and sent reports, and was in charge of scheduling for the proposed development of (9) new classrooms to establish an integrated early childhood education village. UES's scope of work consisted of desktop deview, site reconnaissance, exploratory drilling, percolation testing, laboratory testing, and engineering analyses. A complete geotechnical report was delivered in compliance with DSA IR A-4 and California Geological Survey Note 48.

KERN AVENUE ES, MCFARLAND USD, MCFARLAND, CA

This project will feature four new buildings, encompassing site work and utilities, and includes a specially designed classroom area to serve students with special needs better. UES has been hired to oversee all construction materials testing, LOR, DSA inspections, and Geotechnical Engineer of Record. UES responsibilities include soils/compaction testing, cast-in-place concrete, structural steel, and post-installed anchors. Richard is the Project Manager.

MCFARLAND JUNIOR HIGH SCHOOL - SHADE STRUCTURE MCFARLAND, CA

As Inspector, Richard soil and rebar sampled, compaction tested, reviewed and sent reports, and was in charge of scheduling. UES performed construction materials testing for the shade structures.

BAKERSFIELD HIGH SCHOOL STADIUM, BAKERSFIELD, CA

Richard performed compaction testing on all Utility Trenches, Football Field/Track over excavations.

NORTH HIGH SCHOOL GYMNASIUM, TORRANCE, CA

Richard performed compaction testing on all utility trenches, and gymnasium pad over excavation, as well as sample concrete being placed.



EDUCATION

Post Graduate Studies in Coastal Engineering, California State University, Los Angeles

MS, Geotechnical Engineering, California State University, Los Angeles

BS, Civil Engineering, California State University, Los Angeles

YEARS OF EXPERIENCE

40

LICENSES & CERTIFICATIONS

Professional Geotechnical Engineer, CA No. 2553

Professional Engineer, CA No. 52029

UES HIRE DATE

04/30/2013

UES OFFICE

Riverside, CA

REFERENCES

Art Scott
p. 626.829.8318

Douglas Henning
p. 805.861.8353

Rick Ostrander
p. 626.829.8322

DHARMESH AMIN, MS, PE, GE

GEOTECHNICAL ENGINEER

Dharmesh Amin has been working in the Civil, Geotechnical, and Environmental industries for over 40 years. As one of our team's Geotechnical Engineers, Dharmesh oversees activities associated with projects including planning and personnel assignment, laboratory operations, report production, verification and validation, and accounting. Dharmesh routinely performs civil, geotechnical investigations, documentation, testing, and inspection on construction projects. He has performed geotechnical and materials testing and inspection documentation on construction projects, as well as geotechnical and foundation design, report preparation, and fault studies on several public works projects.

Dharmesh has supervised soils, rock, concrete, steel, and asphalt testing laboratories and certified several concrete, asphalt, and soil testing laboratories for with DSA, AMRL, CCRL, and City of Los Angeles accreditations. He has also performed soil corrosion testing. His environmental work includes Phase I, II, and III investigations; methane studies and designs; air quality monitoring; and radon, lead, and asbestos testing. Dharmesh also demonstrates experience with Civil, Grading, Drainage, Hydraulics, and Surveying, including small civil/grading projects to property surveys, soil corrosivity to erodibility studies, drainage design, and hydraulics to mud flow calculations.

PROJECT EXPERIENCE

OXNARD UNIFIED SCHOOL DISTRICT VARIOUS PROJECTS

OXNARD, CA

Dharmesh was the Geotechnical Engineer of Record for these projects. Oxnard school projects are typically challenging due to highly liquefiable soil conditions. Our engineers and geologists specialized in providing economical, yet technically sound and proficient mitigations of the potential effects utilizing relatively inexpensive building materials. UES was in charge of the geotechnical investigation and consultation, drilling observation of relatively deep hollow-stem borings, and Cone Penetration Testing for the site. UES provided recommendations regarding seismic/geologic hazards, earthwork, shallow foundation, slope stability, seismic hazards, lateral earth pressures, and soil corrosion

potential. Additionally, UES provided environmental consulting on a project for a new school building at Driffell Elementary School. The testing and inspection services involved concrete, shotcrete, masonry, grout, soil compaction, welding, epoxy placement, ceiling wires, rebar placement, rebar strength, fireproofing, roofing, doweling, and bolt placement. Projects have included:

- Driffill Elementary School
- Elm Elementary School Replacement
- Lemonwood Elementary School Replacement (details below)
- Rose Elementary School
- Thurgood Marshall Elementary School
- Oxnard High School No. 8
- Oxnard Unified School District Transportation Center

DHARMESH AMIN, MS, PE, GE

GEOTECHNICAL ENGINEER, RESUME CONTINUED

PROJECT EXPERIENCE

LEMONWOOD ELEMENTARY SCHOOL REPLACEMENT, OXNARD, CA

Dharmesh was the Geotechnical Engineer of Record for this project. He performed the field work and produced a geotechnical and geologic report for the proposed school. Dharmesh also provided technical consultation and managed documentation submitted to the DSA during the construction and reviewed construction documents for code compliance and conformance. The proposed school site was found to be relatively difficult to build due to the presence of groundwater close to the surface, a high potential for liquefaction during an earthquake, and a high risk for flooding during tsunamis. UES was in charge of the geotechnical engineering and geologic investigation report via multiple geotechnical borings, CPTs, laboratory testing of selected samples, site reconnaissance, review of geologic maps and historical stereoscopic aerial photographs, geologic hazards evaluations including liquefaction and seismic settlement, design recommendations including earthwork, foundations and slabs, seismic effects, and design parameters. The soil and construction inspections have been provided and are ongoing. As the geotechnical firm for the project, our field inspections included foundation observations, drilled pier observations, inspections of infiltration systems and soils (such as nuclear gauge compaction testing) during grading.

FULLERTON HIGH SCHOOL NEW POOL AND BUILDING ADDITION, FULLERTON, CA

Dharmesh was part of the team that performed a preliminary geotechnical study for the demolition of the existing 5,500 SF swimming pool, which was replaced with a 75' by 105' swimming pool, a new building addition, a new Tickets and Concession building, a new pool chemical storage building, and alterations to the surrounding structures. Dharmesh was a Geotechnical Engineer.

MARSHALL ES, FOWLER USD, FOWLER, CA

UES conducted a Geotechnical Investigation and Geologic Hazards Assessment for the proposed development of seven new preschool, transitional

kindergarten, kindergarten classrooms, and playgrounds at Marshall Elementary School. Dharmesh was the Project Manager and Geotechnical Engineer of Record.

JURUPA MIDDLE SCHOOL NEW ADMINISTRATION AND CLASSROOM BUILDING, JURUPA VALLEY, CA

Dharmesh served as Geotechnical Engineer. UES's services included geotechnical engineering, reinforced masonry inspections, AWS/CWI welding, and high-strength bolting, concrete compression tests, rebar inspection, reinforced concrete inspection, soils compaction tests, asphaltic paving inspection, footing inspection, and various engineering services.

DRIFFILL ELEMENTARY SCHOOL, OXNARD, CA

UES performed a pavement investigation and evaluation for an existing pavement. The scope of work consisted of coring, DCP testing, laboratory testing, and engineering analyses. Dharmesh was the Senior Geotechnical Engineer.

RUBIDOUX HIGH SCHOOL CONCERT HALL RIVERSIDE, CA

This project consisted of a two-story, 14,000 SF performing arts venue with a theater, lobby classrooms, and supporting site work. UES performed material testing, special inspections, and geotechnical testing services. Dharmesh was a Geotechnical Engineer.

ENCHANTED HILLS ELEMENTARY SCHOOL PERRIS, CA

UES provided special inspections, material testing, and geotechnical monitoring and testing for the Enchanted Hills Elementary School. Dharmesh was a Geotechnical Engineer.

ELSINORE HIGH SCHOOL NEW PRACTICE GYMNASIUM, WILDOMAR, CA

For this 6,500 SF practice gymnasium founded on shallow foundations, masonry construction, and structural steel framing; UES performed inspections. Dharmesh was a Geotechnical Engineer.



EDUCATION

MBA, California State University, San Bernardino

BS, Civil Engineering, San Diego State University, CA

YEARS OF EXPERIENCE

39

LICENSES & CERTIFICATIONS

Professional Civil Engineer

- CA No. 43612
- NV No. 013546
- AZ No. 39163
- CO No. 0037454
- PA No. 070975
- NM No. 16190
- NC No. 040447

Professional Geotechnical Engineer, CA No. 2271

Certified Environmental Manager & Assessor (CEM), NV No. 2410

Certified Nuclear Density Gauge Technician

ICC No. 5003405

- Structural Masonry
- Structural Steel and Welding
- Spray-Applied Fireproofing

QSP/QSD/QISP No. 22010

OSHA 40-hour

DEAN STANPHILL, PE, GE, CEM

PRINCIPAL GEOTECHNICAL AND ENVIRONMENTAL DEPARTMENT MANAGER

Dean Stanphill has over 39 years of applicable experience on geotechnical and environmental projects throughout the western United States. His clients have included governmental agencies and private entities and have included a wide range of projects, such as landfills, bridges, airports, water and wastewater treatment facilities, commercial and industrial centers, and residential developments. Dean has also conducted numerous geotechnical investigations for school projects in California, including community colleges, state colleges, University of California projects, and K-12 schools, including those designed and constructed under the oversight of the California Division of the State Architect. Dean's experience also includes providing geotechnical services for various energy related projects, including those for electrical power generation and renewable energy projects for geothermal, solar, renewable nature gas, and wind energy.

PROJECT EXPERIENCE

K-12 SCHOOL PROJECTS

MULTIPLE LOCATIONS, CA

Dean has provided a variety of services for K-12 school districts including the following:

- Mammoth Unified School District
- Bakersfield City School District
- Los Angeles Unified School District
- Oxnard School District
- Lake Tahoe Unified School District
- Tahoe Truckee Unified School District

AL TAHOE MIDDLE SCHOOL - BOYS AND GIRLS CLUB

SOUTH LAKE TAHOE, CA

Dean was the Geotechnical Engineer of Record for the expansion of the Boys and Girls Club facility at the Al Tahoe Elementary school. The project was located at South Lake Tahoe California. Work was performed under the oversight of the California Division of the State Architect.

CARPENTER ELEMENTARY SCHOOL, DOWNEY, CA

UES is performing a preliminary geotechnical investigation for proposed additions and renovations. Dean is a Geotechnical Engineer.

JURUPA MIDDLE SCHOOL NEW ADMINISTRATION AND CLASSROOM BUILDING

JURUPA VALLEY, CA

Dean served as Geotechnical Engineer. UES's services included geotechnical engineering, reinforced masonry inspections, AWS/CWI welding, and high-strength bolting, concrete compression tests, rebar inspection, reinforced concrete inspection, soils compaction tests, asphaltic paving inspection, footing inspection, and various engineering services.

UES HIRE DATE

08/13/2018

UES OFFICE

Bakersfield, CA

REFERENCES

Jeff Bozeman
p. 916.715.1044

John McNamara
p. 714.372.8281

Darrell Thompson
p. 760.977.8106

DEAN STANPHILL, PE, GE, CEM

PRINCIPAL GEOTECHNICAL AND ENVIRONMENTAL DEPARTMENT MANAGER, RESUME CONTINUED

PROJECT EXPERIENCE

HOLLINGSWORTH ELEMENTARY SCHOOL NEW MODULAR RESTROOM AND PLAYGROUND RENOVATION, ROLLING HEIGHTS, CA

This is a \$63K contract for providing all the required materials testing and inspection as the Laboratory of Record for Rowland Unified School District. The project involves the new construction of a modular restroom building with concrete foundation and playground equipment, along with site drainage and accessibility improvements. As the Geotechnical Engineer of Record, Dean ensures that during the construction phase all soils testing and was done according to specifications and observation was performed per the geotechnical recommendations

OXNARD ELEMENTARY SCHOOL DISTRICT, OXNARD, CA

Dean oversaw and directed the remediation and removal of petroleum impacted soils at the site. These materials were first noticed during mass grading operations and based on field observations, the lateral extent of the contamination was identified. Processes and procedures were developed to test, segregate, stockpile, and remove these soils to a nearby landfill. Confirmation sampling and evaluations were performed to verify that all impacted soil had been removed.

MAMMOTH UNIFIED SCHOOL DISTRICT, MAMMOTH LAKES, CA

Dean has provided geotechnical, construction inspection, and DSA laboratory services for project for the Mammoth Unified School

District. This has included new construction at the Elementary and Middle Schools and a new seismic retrofit of the High School. Services have been provided over the past three years and it is anticipated that work will continue of another two years.

COLD SPRINGS ELEMENTARY

RENO, NV

Dean was the Principal Geotechnical Engineer on this project and evaluated subsurface conditions in order to provide geotechnical engineering criteria relative to the design of the new elementary school, access roadways, and detention basin.

SUN VALLEY MIDDLE SCHOOL

SUN VALLEY, NV

As the Geotechnical Engineer, Dean provided a preliminary geotechnical report for a proposed 80-acre middle school with football, baseball, soccer fields, playgrounds, basketball courts, and future school.

BAKERSFIELD COLLEGE

BAKERSFIELD, CA

Dean provided geotechnical engineering related to the seismic retrofit of the Bakersfield College Stadium. Work consisted of developing a system of foundation enhancements, including mini-piles and cast-in-drilled-hole piles to support the historic structure in the event of a major seismic event.

DEAN STANPHILL, PE, GE, CEM

PRINCIPAL GEOTECHNICAL AND ENVIRONMENTAL DEPARTMENT MANAGER, RESUME CONTINUED

PROJECT EXPERIENCE

DON BOSCO SCHOOL HAZARDOUS MATERIALS SURVEY, ROSEMEAD, CA

For this historical school building demolition, Dean was the Project Manager overseeing the hazardous materials survey.

COMMUNITY COLLEGE PROJECTS

MULTIPLE LOCATIONS, CA

Dean has provided a variety of services for the following:

- Cerro Coso Community College
- Bakersfield College
- West Hills Community College District
- Victor Valley College
- Porterville College
- College of the Sequoias
- Feather River College
- Yuba College
- Sacramento City College

SAN JOSE STATE UNIVERSITY, SAN JOSE, CA

Dean is the Geotechnical Engineer of the Student Services Union Building and the Health Services Building at San Jose State University. The work includes design of the evaluation of site liquefaction potential and the design of a deep foundation system.

COMPTON COMMUNITY COLLEGE DISTRICT, STUDENT HOUSING COMPLEX, COMPTON, CA

This is a \$38K contract for a preliminary geotechnical investigation for a new development. Phase One includes a 86,000 SF building of affordable housing for students, facility living configurations, and amenity spaces including study areas/lounges and shared kitchens. As Geotechnical Engineer, Dean is the Principal Engineer for our soils investigation.

PACIFIC CLINICS HEAD START BUILDING, GLENDALE, CA

This was a \$25K contract for a materials testing and inspection, geotechnical monitoring and testing job for a new modular child care clinic of about 2,160 SF

on the Glendale Community College Campus. As the Geotechnical Engineer of Record, Dean ensured that during the construction phase all soils testing and was done according to specifications and observation was performed per the geotechnical recommendations of the DSA 103.

SAN JOSE STATE UNIVERSITY AQUATICS CENTER SAN JOSE, CA

Dean was the Geotechnical Engineer and Principal-in-Charge for the renovation of the aquatics center at San Jose State University. The project consisted of the total demolition and reconstruction of both the pool and all support buildings and structures. Geotechnical issues included expansive soils and strata of potentially liquefiable sand lenses.

UNIVERSITY OF CALIFORNIA, IRVINE, CA

Dean provided engineering services for the University of California Irvine campus transportation facility. This included evaluating stormwater run-off and disposal. Stormwater run-off was evaluated from not only the paved surfaces but also from the roofs of the various structures. Additional work was required to design a filtration system prior to disposal of the stormwater because of the proximity to an environmentally sensitive wetlands area.

UNIVERSITY OF NEVADA BOYD LAW SCHOOL LAS VEGAS, NV

Dean worked with the State of Nevada Public Works Division on the remediation of asbestos containing materials at the Boyd Law School on the UNLV Campus.

SACRAMENTO CITY COLLEGE, SACRAMENTO, CA

Dean provided inspection and DSA laboratory services for the 4-story Hornet Bookstore that was constructed at Sacramento City College. The project consisted of structural steel framing with a concrete slab-on-grade floor as well as elevated concrete deck floors. A significant component of the work included diagonal seismic restraints that were incorporated into the lower floors of the building.



EDUCATION

BS, Civil Engineering,
California State University,
Sacramento

YEARS OF EXPERIENCE

7

LICENSES & CERTIFICATIONS

Currently working towards
Engineer in Training (EIT)
Certification

Certified Nuclear Density
Gauge Technician

ACI No. 02099211

- Concrete Field Testing
Technician - Grade I
- Aggregate/Soils Base Testing
Technician

OSHA

- 10-hour
- HAZWOPER 40-hour

UES HIRE DATE

02/20/2023

UES OFFICE

Bakersfield, CA

REFERENCES

Ian Williams
p. 559.212.5435

Chad Fletcher
p. 559.679.4466

Nick Cristia
p. 661.319.0980

DAVID (JACOB) ALVAREZ

PROJECT ENGINEER

David (Jacob) Alvarez is a Project Engineer with seven years of industry experience. David's expertise includes interpreting cone penetration tests, geotechnical earthquake engineering, foundation design, and laboratory and field sampling/testing of materials. In addition, he has worked on commercial, transportation, mixed-use, residential, civic/rec, education, healthcare, infrastructure, and science/tech developments to ensure the projects comply with all engineering standards, codes, and specifications. Also, he is proficient with using various computer software and CAD systems usage, and research/data collection from public agencies that are needed to complete numerous figures and reports.

PROJECT EXPERIENCE

MARSHALL ES, FOWLER USD FOWLER, CA

UES conducted a Geotechnical Investigation and Geologic Hazards Assessment for the proposed development of seven new preschool, transitional kindergarten, kindergarten classrooms, and playgrounds at Marshall Elementary School. Jacob was a Project Engineer in charge of field operations.

NEW PRESCHOOL, TRANSITIONAL KINDERGARTEN, AND KINDERGARTEN CLASSROOMS AT TAMARACK ELEMENTARY SCHOOL PROJECT, AVENAL, CA

This project consists of the construction of nine permanent classrooms and associated site improvements including a kindergarten playground on the existing Tamarack Elementary School Campus. The proposed project would not increase student capacity by more than 25%, nor would it add more than ten classrooms. Therefore, the proposed project would qualify for a Class 14 Exemption. Under the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program, nine new permanent classrooms will be constructed, to

be located at the existing Tamarack Elementary school site. Jacob was a Project Engineer.

NEW PRESCHOOL, TRANSITIONAL KINDERGARTEN, AND KINDERGARTEN CLASSROOMS AT ALILA ELEMENTARY SCHOOL EARLIMART, CA

Under the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program, at the October 26, 2022 State Allocation Board (SAB) meeting, the District received a SAB grant apportionment of approximately \$6 million requiring a \$3 million District match, for a total project cost of \$9 million, for nine new permanent classrooms to be located at the Alila Elementary school site. The project includes three new preschool, three new transitional kindergarten, and three new kindergarten classrooms. The grant will provide permanent facilities at the site pursuant to State requirements and previously adopted Board of Education specifications for these types of facilities. Jacob was a Project Engineer.

DAVID (JACOB) ALVAREZ

PROJECT ENGINEER, RESUME CONTINUED

PROJECT EXPERIENCE

SANGER EDUCATIONAL COMPLEX - PHASE 1 & 2 FRESNO, CA

In October 2018, the Sanger Unified School District broke ground on their 54 million dollar educational complex. Phase I of the Sanger Educational Complex includes the construction of a new middle school; Academic and Administrative building, a Multi-purpose Facility, a central plant and corresponding on-site and off-site improvements. Phase II of the Sanger Education Complex includes the construction of a new 3-story academic building, administration building and the completion of all off-site, utility, and on-site infrastructure work.

The complex includes a middle school campus for 1,692 students and a high school campus for 2,840 students. The two schools would have a combined building area of about 561,900 SF, consisting of academic buildings, an administration and media center building, one multi-purpose building, two gymnasiums, a theater, and athletic facilities including two football/soccer fields with tracks (one with a stadium), two pools, hard-courts for tennis, basketball, and volleyball, and playing fields for baseball, softball, and soccer. The football stadium would seat up to 8,500 spectators. Jacob collected, documented, analyzed, and reported field data, observation of soil compaction, completion of soils and concrete sampling, computer drafting, and report, writing and general support as needed.

COLLEGE OF SEQUIOIAS: VISALIA CAMPUS - BASIC SKILLS CENTER, VISALIA, CA

Included in the college's 2022-2026 Five-Year Construction Plan, and originally called the Basic Skills Center, the building is scheduled to be complete by Summer 2023. The intended use for this building is housing General Tutoring, the Writing Center, Math Lab, ESL and Language Lab, Access and Ability Center, and more classrooms," says the 2022 Groundbreaking Agenda. The new building space will be over 21,000 SF and include a "state-of-the-art variable refrigerant flow mechanical design. Jacob collected, documented, analyzed, and reported field data, observation of soil compaction, completion of soils and

concrete sampling, computer drafting, and report, writing and general support as needed.

CALIFORNIA HIGH SPEED-RAIL CP 2-3 VARIOUS COUNTIES, CA

Construction Package 2-3 (CP 2-3) is the second significant construction contract executed on the Initial Operating Section of the high-speed rail program. The CP 2-3 construction area extends approximately 65 miles from the terminus of Construction Package 1 at East American Avenue in Fresno to one mile north of the Tulare-Kern County line. CP 2-3 will include approximately 36 grade separations in the counties of Fresno, Tulare and Kings, including viaducts, underpasses and overpasses. Jacob performed a variety of engineering duties on High-Speed Rail CP 2-3 by applying engineering techniques and analyses. Part of a structured rotational program which would include experience in analysis, design inspection as well as construction management. Assignments involved CAE (computer-aided engineering)/CAD (computer-aided design) applications.

PG&E CORCORAN-SMYRNA TRANSMISSION TOWERS, VARIOUS COUNTIES, CA

Transmission towers are critical to our energy infrastructure. To ensure PG&E delivers power safely to customers, their Tower Coating Program proactively protects and maintains transmission towers throughout their service territory. PG&E reviewed nearly 46,000 transmission towers across their service territory and identified roughly 6,000 towers coated with lead-based paint. Due to the age and footings of most of the transmission towers within the Kern, Kings, and Tulare counties, PG&E decided to replace the towers and tower footings. Jacob collected, documented, analyzed, and reported field data, observation of drilled piers, completion of concrete sampling, computer drafting, and report writing for the tower footings of the 26 miles of transmission towers.



EDUCATION

AS, Computer Science,
Bakersfield College, CA

Geology Courses, California
State University, Bakersfield

YEARS OF EXPERIENCE

18

LICENSES & CERTIFICATIONS

ACI No. 01368023

- Aggregate Testing Technician - Level I & II
- Aggregate/Soils Base Testing Technician
- Concrete Field Testing Technician - Grade I
- Concrete Strength Testing Technician
- Concrete Laboratory Testing Technician - Level I & II

Caltrans No. 820

- CT 105, CT 125 AGG, CT 125 HMA, CT 201, CT 202, CT 205, CT 216, CT 217, CT 226, CT 227, CT 229, CT 306, CT 504, CT 518, CT 523.1 Section B.1 & B.2, CT 539, CT 540, CT 543, CT 556, CT 557

Certified Nuclear Density
Gauge Technician

Superpave Performance Grade
and Volumetric Mix Design

UES HIRE DATE

11/15/2022

GEORGINA (DAISY) ELIZONDO

LABORATORY MANAGER

Georgina (Daisy) Elizondo is a Laboratory Manager with over 18 years of experience in the Materials Testing. She oversees all laboratory testing and laboratory staff. She also has many years of experience working closely with USACE and performing proficiency samples for AASHTO. Daisy maintains numerous certifications vital to her position.

Daisy has over 14 years of work experience as a Materials Lab Supervisor. Her duties included organizing and maintaining timely processing of laboratory tests, providing training and supervision to other laboratory personnel, keeping the laboratory in a clean, orderly, and presentable condition, managing the laboratory workforce in an efficient, safe and profitable manner, and maintaining and/or facilitating lab accreditations (AASHTO, CCRL, CALTRANS, USARMY-CORPS AND DSA). Additionally, Daisy ensured that laboratory's practices and quality met the requirements for AASHTO Accreditation and AASHTO R-18 as well as other agencies. She oversaw and performed all the proficiency samples for AASHTO, CCRL and Caltrans, maintained the equipment calibrations and quality logs, maintained training records for laboratory staff and field technicians, provided suggestions and feedback to improve company policy, processes, and perception, and analyzed and prepared Final Reports for Project Managers, engineers and clients. She improved lab calibration forms, lab worksheets, final reports, and schedules so they were more efficient. Daisy was responsible for laboratory test numbers, billing and the weekly staffing schedule to meet due dates. She managed and hired laboratory personnel and participated in industry meetings to stay current on the latest testing developments.

PROJECT EXPERIENCE

KERN AVENUE ES, MCFARLAND USD, MCFARLAND, CA

This project will feature four new buildings, encompassing site work and utilities, and includes a specially designed classroom area to serve students with special needs better. UES has been hired to oversee all construction materials testing, LOR, DSA inspections, and Geotechnical Engineer of Record. UES responsibilities include soils/compaction testing, cast-in-place concrete, structural steel, and post-installed anchors. As Laboratory Manager, Daisy performs all laboratory testing.

MARSHALL ES, FOWLER USD FOWLER, CA

UES conducted a Geotechnical Investigation and Geologic Hazards Assessment for the proposed development of seven new preschool, transitional kindergarten, kindergarten classrooms, and playgrounds at Marshall Elementary School. As Laboratory Manager, Daisy performed all laboratory testing.

UES OFFICE

Bakersfield, CA

REFERENCES

Fabian Mendoza, Construction Manager, City of Porterville, p. 559.791.7867

Roger Donasco, Construction Control Representative QA Laboratory Manager, p. 530.685.8898

Willard "Jake" Koerber, Quality Assurance Laboratory Manager, USACE, p. 714.227.1413

GEORGINA (DAISY) ELIZONDO

LABORATORY MANAGER, RESUME CONTINUED

PROJECT EXPERIENCE**SB1 PROJECT NO. 4, LOCAL STREETS & ROAD RESURFACING AND REHABILITATION, DELANO, CA**

This project consists of local street resurfacing and rehabilitation of the local streets connected to Garces Hwy. UES is performing materials testing and inspection services. As Laboratory Manager, Daisy performs all laboratory testing.

CITY OF SHAFTER STRINGHAM PARK AMENITIES, SHAFTER, CA

UES conducted soil sampling and compaction testing using a nuclear gauge on sidewalks, curbs, gutters, and bench pads on the corner of Lerdo Highway and James St for this new residential park construction with multiple amenities. As Laboratory Manager, Daisy performs all laboratory testing.

KERN COUNTY, 7TH STANDARD ROAD WIDENING, GRADE SEPARATION, AND BRIDGE, BAKERSFIELD, CA

Daisy assisted the laboratory manager with this \$40 M project. She helped supervise lab tests in soils and asphalt works, subgrade and subbase, sieve analysis, liquid limit, and plastic limit test, plasticity index, and proctor tests.

MEADOWS FIELD RUNWAY 12L-30 REHAB, BAKERSFIELD, CA

Daisy oversaw laboratory technicians performing asphalt like rice, bulk specific gravity of compacted mix, marshal flow and stability test and core test of asphalt pavement. The analysis test results were submitted by lab technicians.

BELTWAY OPERATIONAL IMPROVEMENTS, BAKERSFIELD, CA

Daisy oversaw laboratory technicians performing laboratory tests on concrete aggregates sampling such as gradation, clean value, sand equivalent. She analyzed and checked test results to verify that they were compiled to project specifications and were tested in accordance with Caltrans testing procedures.

LAKE ISABELLA - FIVE YEAR CONTRACT, KERN COUNTY, CA

Daisy worked in the QA lab as a Lab Technician III/ Lab Coordinator. She oversaw all the lab testing and worked closely with the US ARMY Corps of Engineers. She performed all the testing below and trained others. She also maintained the lab calibration records and performed all the proficiency samples for AASTHO. She assisted in maintaining the accreditation with the USARMY Corps. I-5 Stillaguamish River to Hill Ditch Bridge, Snohomish & Skagit County, WA

TEHACHAPI VALLEY HEALTHCARE DISTRICT, TEHACHAPI, CA

Daisy helped to clear the site with USA, marked locations to drill, and logged and classified soil samples. She performed the following laboratory tests: consolidation, direct shear, corrosion, expansion index, moisture density, Rvalues, P.I., and she assisted with the reporting for the Geotechnical Report.



YEARS OF EXPERIENCE

12

LICENSES & CERTIFICATIONS

ACI No. 01095613

- Concrete Field Testing Technician - Grade I
- Aggregate Base Testing Technician
- Aggregate Testing Technician - Level I
- Aggregate Testing Technician - Level II
- Concrete Strength Testing Technician
- Concrete Laboratory Testing Technician - Level I
- Masonry Laboratory Testing Technician

NAQTC No. 000859

- Sampling and Density
- Aggregate Testing
- Asphalt Extended

UES HIRE DATE

8/12/2019–04/27/2021

01/27/2022–Present

UES OFFICE

Bakersfield, CA

REFERENCES

Arturo Aguilar, Construction Manager, Housing Authority of the County of Kern, p. 661.373.9506

CHRISTOPHER CROSLLEY

LABORATORY TECHNICIAN

Christopher Crosley brings over 12 years of experience to our team. He previously worked on the manufacturing side of the industry until 2017, when he entered the industry's inspection side. Christopher performs laboratory tests on soil samples such as consolidation, expansion index, expansion potential, Atterberg limits, maximum dry density, direct shear, and chemical tests, as well as compressive strength tests on concrete, masonry, mortar, and grout samples. He also conducts laboratory resistivity tests, performs field observations, and samples and tests concrete, asphalt concrete, epoxy grouted bolts, masonry grout, extraction of asphalt, ignition, theoretical maximum specific gravity, marshall stability and flow, TSR, and Hveem.

PROJECT EXPERIENCE

PORTERVILLE ANIMAL SHELTER

PORTERVILLE, CA

For this one-story office building renovation into the animal hospital, UES is conducting soil samples and compaction testing using nuclear density testing on the parking lot, sidewalk, curb, and gutter, as well as all utilities being installed for the remodel of the one-story animal shelter. UES is also conducting compaction on the subgrade for asphalt patching on the street. Chris is a Senior Inspector performing Caltrans certified compaction testing and grading observation.

PORTERVILLE VILLA STREET

PORTERVILLE, CA

UES is conducting soil sampling and compaction testing using a nuclear density gauge above the storm drain line. Also, UES is sampling and testing the area where a new section of storm drain pipe will be placed before the addition of the wing wall. The team continues grading observation and testing throughout various sections, including water mains, storm drain pipes, sewer laterals, concrete improvements, culvert extensions, base, and

asphalt testing. UES also ensures the quality assurance. Chris is a Senior Inspector performing Caltrans certified compaction testing and grading observation.

SB1 PROJECT NO. 4, LOCAL STREETS & ROAD RESURFACING AND REHABILITATION, DELANO, CA

This project consists of local street resurfacing and rehabilitation of the local streets connected to Garces Hwy. UES is performing materials testing and inspection services. Chris is a Senior Inspector performing Caltrans certified compaction testing and grading observation.

CITY OF SHAFTER STRINGHAM PARK AMENITIES, SHAFTER, CA

UES conducted soil sampling and compaction testing using a nuclear gauge on sidewalks, curbs, gutters, and bench pads on the corner of Lerdo Highway and James St for this new residential park construction with multiple amenities.

REFERENCES CONTINUED

James Camps, Project Manager, Hensel Phelps Construction (China Lake), p. 949.852.0218

Michael Zuniga, Project Manager, Klassen Corporation, p. 805.760.8569

CHRISTOPHER CROSLY

LABORATORY TECHNICIAN, RESUME CONTINUED

PROJECT EXPERIENCE

SCHAFFER DAM SPILLWAY EXPANSION - TULE RIVER

PORTERVILLE, CA

Christopher was in charge of gaining and maintaining mobile lab accreditation and oversaw daily testing and field operations. He communicated with the U.S. Army Corps of Engineers and general contractor to coordinate testing in the lab and field. He also ran the concrete laboratory testing that included compression testing of cylinders and the density of bedding sand for culverts using ASTM D2167. Christopher took grout samples for bleed testing and grout cubes, performed ACI Field Grade I testing, and created and stored concrete cylinders. His laboratory duties included gradations on various tested materials, including native backfill, type II aggregate base materials, bedding sand, concrete aggregates, bleed testing of grout, and Atterberg test for PI.

LAKE ISABELLA DAM RESTORATION, KERN COUNTY, CA

Christopher provided lab and field services for this project. His duties included testing various types of aggregates and soil as required by the U.S. Army Corps of Engineers methods set forth. Some material types included Zone 3, bedding stone, 2A, 28, compacted backfill, and different concrete aggregates. Christopher also broke concrete cylinders and prepared materials for testing, such as gradations and sand equivalency, PI, elongation, LA abrasion, fine and coarse specific gravity testing. He often ran gradations on materials that weighed

over a thousand pounds per weight requirements set forth by ASTM for materials with large nominal size aggregates. Also, Christopher performed ACI Field Grade I and sand cone testing.

GASS AVENUE PEDESTRIAN AND BIKE LANE, LAS VEGAS, NV

Christopher was a Laboratory Technician who performed material and quality control testing and field inspection during the construction of new bicycle lanes and sidewalk/pedestrian crossings along Gass Avenue from Main Street to Charleston Boulevard. His field duties included sampling, testing, and observing construction materials, including concrete, soils, aggregate base, and asphalt. Christopher's lab testing duties included testing soil, aggregate, concrete, asphalt, and pipe-lining.

215 - TROPICANA TO DECATUR LAS VEGAS, NV

Christopher was a Laboratory Technician who performed special inspections and materials testing services for the CC-215 Bruce Woodbury Beltway – Tropicana Avenue to Decatur Boulevard project. The work performed consisted of removing the existing asphalt and replacing it with Portland cement concrete pavement. This project widened the Southern Beltway 35,250 linear feet eastbound (Tropicana Avenue and Decatur Boulevard) and westbound 23,200 linear feet (Tropicana Avenue to Buffalo Drive). The existing striping was removed and replaced.



YEARS OF EXPERIENCE

3

LICENSES & CERTIFICATIONS

Caltrans No. 5424

- CT 105, CT 125, CT 125 HMA, CT 201, CT 202, CT 205, CT 216, CT 217, CT 226, CT 227, CT 229, CT 231

UES HIRE DATE

10/4/2023

UES OFFICE

Bakersfield, CA

REFERENCES

Fabian Mendoza, Construction Manager, City of Porterville (Villa Street), p. 559.791.7867

Weston Watson, Project Engineer, City of Shafter, p. 661.746.5067

Pedro Nunez, City Engineer, City of Delano, p. 559.361.3055

VICTOR SUAREZ

SPECIAL INSPECTOR

Victor Suarez has over three years of industry experience in Kern County and neighboring counties. He has experience performing quality control and quality assurance for soils and asphalt. Victor has also has experienced providing inspections on the processing of material and compaction at various worksites ensuring compliance with specifications. His responsibilities include conducting various Cal-Trans test methods to ensure material being used meets specifications. These responsibilities extend to include working with survey to ensure test-site location, conduct tests when requested, and informing both contractor and engineer of results.

PROJECT EXPERIENCE

PORTERVILLE ANIMAL SHELTER

PORTERVILLE, CA

For this one-story office building renovation into the animal hospital, UES is conducting soil samples and compaction testing using nuclear density testing on the parking lot, sidewalk, curb, and gutter, as well as all utilities being installed for the remodel of the one-story animal shelter. UES is also conducting compaction on the subgrade for asphalt patching on the street. Victor is an Inspector performing Caltrans certified compaction testing and grading observation. He was responsible for testing soil density to ensure compaction specification was met.

PORTERVILLE VILLA STREET

PORTERVILLE, CA

UES is conducting soil sampling and compaction testing using a nuclear density gauge above the storm drain line. Also, UES is sampling and testing the area where a new section of storm drain pipe will be placed before the addition of the wing wall. The team continues grading observation and testing throughout various sections, including water mains, storm drain pipes, sewer laterals, concrete

improvements, culvert extensions, base, and asphalt testing. UES also ensures the quality assurance. Victor is an Inspector performing Caltrans certified compaction testing and grading observation.

SB1 PROJECT NO. 4, LOCAL STREETS & ROAD RESURFACING AND REHABILITATION, DELANO, CA

This project consists of local street resurfacing and rehabilitation of the local streets connected to Garces Hwy. UES is performing materials testing and inspection services. Victor is an Inspector performing Caltrans certified compaction testing and grading observation.

CITY OF SHAFTER STRINGHAM PARK AMENITIES, SHAFTER, CA

UES conducted soil sampling and compaction testing using a nuclear gauge on sidewalks, curbs, gutters, and bench pads on the corner of Lerdo Highway and James St for this new residential park construction with multiple amenities. Victor is an Inspector performing Caltrans certified compaction testing and grading observation.

VICTOR SUAREZ

SPECIAL INSPECTOR, RESUME CONTINUED

PROJECT EXPERIENCE

HIGH SPEED RAIL, KERN COUNTY, CA

Victor was responsible for sampling at various locations throughout the worksite. Upon arrival he met with the foreman of Griffith Construction to test the density of soil to make sure compaction specifications were met. Once he arrived back at the lab he conducted various tests such as a gradation, specific gravities, AC Content by Ignition Oven, Moisture Content by Microwave, and more depending on the tests requested.

ROAD IMPROVEMENTS - S EDISON ROAD FROM HERMOSA ROAD TO DI GIORGIO ROAD, LAMONT, CA

Victor was responsible for sampling at various locations throughout the worksite. Upon arrival he met with the foreman of Griffith Construction to test the density of soil to make sure compaction specifications were met. Once he arrived back at the lab he conducted various tests such as a gradation, specific gravities, AC Content by Ignition Oven, Moisture Content by Microwave, and more depending on the tests requested.

PED PATH IMPROVEMENTS - SOUTH UNION

BAKERSFIELD, CA

Victor was responsible for sampling at various locations throughout the worksite. Upon arrival he met with the foreman of Cen-Cal Construction to test the density of soil to make sure compaction specifications were met. Once he arrived back at the lab he conducted various tests such as a gradation, specific gravities, AC Content by Ignition Oven, Moisture Content by Microwave, and more depending on the tests requested.

HOUSING TRACT - VIRGINIA AVENUE

BAKERSFIELD, CA

Victor was responsible for sampling at various locations throughout the worksite. Upon arrival he met with the foreman of SCEI Construction to test the density of soil to make sure compaction specifications were met. Once he arrived back at the lab he conducted various tests such as a gradation, specific gravities, AC Content by Ignition Oven, Moisture

Content by Microwave, and more depending on the tests requested.

HOUSING TRACT - VINELAND ROAD NEAR EDISON HIGHWAY, BAKERSFIELD, CA

Victor was responsible for sampling at various locations throughout the worksite. Upon arrival he met with the foreman to test the density of soil to make sure compaction specifications were met. Once he arrived back at the lab he conducted various tests such as a gradation, specific gravities, AC Content by Ignition Oven, Moisture Content by Microwave, and more depending on the tests requested.

HOUSING TRACT - ORANGE STREET NEAR 35TH STREET, BAKERSFIELD, CA

Victor was responsible for sampling at various locations throughout the worksite. Upon arrival he met with the foreman to test the density of soil to make sure compaction specifications were met. Once he arrived back at the lab he conducted various tests such as a gradation, specific gravities, AC Content by Ignition Oven, Moisture Content by Microwave, and more depending on the tests requested.

HOUSING TRACT - ROSAMOND BOULEVARD AND STEVENSON STREET, ROSAMOND, CA

Victor was responsible for sampling at various locations throughout the worksite. Upon arrival he met with the foreman to test the density of soil to make sure compaction specifications were met. Once he arrived back at the lab he conducted various tests such as a gradation, specific gravities, AC Content by Ignition Oven, Moisture Content by Microwave, and more depending on the tests requested.

TAB 4
FEE PROPOSAL



UES
2400 Celsius Ave, Suite J
Oxnard, California 93030
p. 805.486.6475 | TeamUES.com

August 27, 2024

UES Proposal 4530.0824.00004

Caldwell Flores Winters, Inc.
521 North 1st Venue
Arcadia, California 91006

ATTN: Ms. Patricia Raphael Garcia
Account Manager
p. 626.829.8300
praphael@cfwinc.com

**Subject: Proposal for Preliminary Geotechnical Investigation and Geologic Hazards Assessment
Proposed Reconstruction for a Two-Story Campus
Oxnard School District - Dr. Manuel M. Lopez Academy of Arts and Sciences
647 West Hill Street
Oxnard, California 93033**

Dear Ms. Garcia,

At your request, UES is pleased to present this revised proposal to provide a preliminary geotechnical investigation and geologic hazards assessment for the project mentioned above. Our services will evaluate subsurface conditions at the site to provide preliminary geotechnical engineering criteria to aid in the design and development of the project. This proposal describes our understanding of the project, our scope of services, schedule, and fees. UES understands that this project **will** be subject to prevailing wages as determined by the California Director of Industrial Relations (DIR).

UES has successfully completed the Construction Materials Testing (CMT) and is the Geotechnical of Record for Lemonwood Elementary School, Elm Elementary School, and Driffill Elementary School. We are currently undertaking similar work for Rose Elementary School for the Oxnard School District. In addition, UES has also completed the Geotechnical Investigation for Marina West Elementary School and Fremont Middle School for the Oxnard School District.

PROJECT INFORMATION

It is our understanding that the site is located at 647 West Hill Street, Oxnard, California 93033, on a 14.65-acre parcel bounded by residential development on three sides, "D" Street to the east, Hill Street to the south, and "G" Street to the west. To the north of campus, a church, Salvation Army, and the District's bus yard meet the school's boundary prior to reaching West Wooley Road. The reconstruction strategy for the Project will implement a two-story campus and accommodate up to 750 students over 2 phases to allow for use of the existing facility during Phase 1 construction with job site access from Wooley across the existing bus facility. During Phase 2, interim parking on the designated rear hardscape area is provided while the existing site is demolished, a new permanent parking area and tennis courts are constructed, and the hardscape area is restored for student use upon completion.



Oxnard SD Dr. Lopez Academy – Proposed Recons. for a Two-Story Campus

UES Proposal 4530.0824.00004

August 27, 2024

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Based on the provided “Oxnard SD_RFP_Lopez Reconstruction_Geotech_August 2024,” UES understands that the proposed facilities include 24 general-purpose classrooms, a piano lab, 6 dedicated special education classrooms, an Opportunity classroom, 4 science labs, an art lab, plus a band/orchestra room, lunch shelter, and necessary support, administrative, library, and MPR facilities. Parking and student pick up/drop off areas would be included on-site with access from Hill Street. The primary orientation of the new school would begin with a new parking area from Hill to the north along the western edge to the approximate mid-point of the site where the new structures would be constructed, surrounded to the north, west, and southwest by play fields and play areas available for school and community use.

If any of the above information is inconsistent with your objectives, please contact UES immediately so we can make any necessary modifications to this proposal.

SCOPE OF SERVICES

Based on our correspondence with you, our understanding of the proposed development, and the site vicinity, we propose to drill a total of fourteen (14) borings up to approximate depths of 11.5 to 51.5 feet or refusal below existing site grades within the proposed site location. We have budgeted to core through the asphalt, assuming it is 5 inches in overall thickness. If the pavement is thicker, additional time will be charged on a Time and Materials basis using the rates attached to this proposal.

In addition, we propose to perform percolation/infiltration testing for onsite stormwater LID BMP design at two (2) locations agreed upon by the Project Design Team by drilling six (6) borings to a maximum depth of five (5) feet bgs. After excavating the boring to the proposed elevation of the percolation test, UES will pre-soak the test boring and perform the percolation testing according to City of Oxnard Public Health standards.

Upon completion of drilling, the boreholes will be backfilled with bentonite chips. It is possible that the backfill may settle over time. Proper backfill will require that the borehole be backfilled with cement grout/bentonite. This can be provided at an additional cost upon request. Unless otherwise specified, soil cuttings will be spread out around each borehole location.

UES will lay out the project area, and our drilling subcontractor will notify Underground Service Alert (USA) for the clearance of public utilities; however, USA members may not mark all on-site buried utilities. Therefore, we request that an owner representative examine as-built plans and clear the boring locations before drilling. Additionally, UES has included a private utility locating company within our proposal in an attempt to locate buried utilities and any reinforced material used in the foundation in the vicinity of the proposed boring locations. Neither UES nor our drilling subcontractor will be liable for damage to buried utilities that USA or the owner did not clearly mark.

The explorations will be logged during the drilling operations. In addition, relatively undisturbed ring samples and/or representative bulk samples will be obtained, as applicable, for possible laboratory testing. The laboratory tests performed will depend upon the soil conditions encountered. Drilling, sampling, and laboratory testing will be conducted in general accordance with applicable ASTM or other locally recognized standards. Laboratory testing is anticipated to include in-situ moisture content and dry density, Proctor, direct shear, consolidation, sieve analysis, Atterberg limits, expansion index, R-value, and electrochemical characteristics (pH, minimum soil resistivity, soluble sulfates, and soluble chlorides).



Oxnard SD Dr. Lopez Academy – Proposed Recons. for a Two-Story Campus

UES Proposal 4530.0824.00004

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After the field exploration and laboratory testing programs are completed, the results will be evaluated to develop geotechnical design recommendations and prepare a geotechnical engineering report. The following information will be included in the report:

- A summary of project information
- A brief discussion of our field exploration and laboratory testing programs
- A geologic discussion
- A plan indicating the approximate locations of our explorations
- Logs of the explorations and results of laboratory tests
- A discussion of the existing surface conditions at the time of our field exploration program
- A discussion of the subsurface conditions encountered within the depths explored
- Seismic design recommendation for the design of the foundation system
- Site Class determination based on the shear wave velocity study, if performed
- Utility Trench/Earthwork/backfill requirements, including site preparations, fill placement, and suitability of existing soils for use as fill materials
- Data on excavatability of materials encountered
- Recommendations for use in the design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction, and estimated settlements
- Subgrade preparation requirements for concrete slabs-on-grade
- Recommendations for type of cement in concrete in contact with on-site soils

ASSUMPTIONS

We assume that authorizing our services will allow us to be on-site. In addition, we assume that the site is accessible to two truck-mounted drill rigs. If the site is not accessible, you will be notified, and a new scope of work and fee may be required. If damage occurs from the two truck-mounted drill rigs accessing the drilling locations, any resulting damage to sidewalks, driveways, rutted lawn areas, or landscaping will be the responsibility of the Client to repair.

COST OF SERVICES

The fee for our services, including all fieldwork, laboratory testing, engineering analysis, and report preparation as outlined, will be a **lump sum fee of \$27,900.00**.

Our services under this proposal would be complete upon delivery of the Geotechnical Exploration Report. If any additional services are required beyond the scope of services outlined in this proposal, we would charge on a time and materials basis at our standard unit rates.



Oxnard SD Dr. Lopez Academy – Proposed Recons. for a Two-Story Campus

UES Proposal 4530.0824.00004

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Page 4

SCHEDULE OF FEES

The above-estimated fees do not include additional requested services performed after issuing the update report. These services include but are not limited to, additional plan reviews, additional addendums to the report due to modifications of the proposed improvements, etc. If necessary, additional consulting services will be provided on a time and expense basis according to the schedule presented below unless a revised proposal is requested. UES considers this proposal and the rates provided below valid for the duration of the project.

- Principal Engineer \$225.00/hour
- Senior Engineer/Geologist \$220.00/hour
- Project Engineer/Geologist \$180.00/hour
- Staff Engineer/Geologist \$150.00/hour
- Field Engineer/Geologist \$105.00/hour
- Engineering Technician \$140.00/hour
- Administrative Assistant \$90.00/hour

SCHEDULE

We will proceed with our services as soon as possible after we have received authorization. Drilling activities should commence within two (2) to three (3) weeks of notice to proceed, pending actual driller availability. Field activities are anticipated to take approximately one (1) to (2) days for drilling. Within two (2) to three (3) weeks after completion of field activities, an electronic copy of our draft report can be submitted in PDF format via email. With expedited services, you will be able to get the report within three (3) to four (4) weeks of drilling. Printed, wet-stamped copies or a digitally signed PDF copy for permit submission will be made available at your request, with 24-hour advanced notice once payment for services has been received and you are ready to submit for permits. We can generally provide verbal opinions regarding preliminary findings and recommendations before the written report is completed if required.



Oxnard SD Dr. Lopez Academy – Proposed Recons. for a Two-Story Campus

UES Proposal 4530.0824.00004

August 27, 2024

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CLOSURE

This proposal is valid for 6 months. If the client does not accept this proposal or UES does not initiate services within that time period, the client must give UES an opportunity to re-review the proposed scope of work and fee to determine whether or not modifications need to be made and/or a new proposal drafted and submitted for client review. We appreciate the opportunity to submit this proposal. Our terms and conditions are considered a part of this proposal and have been attached for your review. To authorize us to proceed with the proposed services, please indicate by signing and returning one executed copy of this agreement to us.

Respectfully,
UES



Jacob Alvarez
Project Engineer



Tara Butler
Business Development Manager



Dharmesh Amin, MS, PE, GE
Regional Geotechnical Engineer

TAB 5
NON-COLLUSION DECLARATION

NON-COLLUSION DECLARATION

ATTACHMENT C

NON-COLLUSION DECLARATION (Public Contract Code Section 7106)

The undersigned declares:

I am the Bakersfield
Branch Manager of UES, the party making the foregoing
[Title] [Name of Firm]

bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid/proposal. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted its bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 08.28.2024,
[Date]

at Bakersfield, CA.
[City] [State]

Date: 08.28.2024
Proper Name of Bidder/Proposer: UES
Signature: 
Print Name: Richard Henderson
Title: Bakersfield Branch Manager

END OF DOCUMENT

TAB 6

CERTIFICATIONS REGARDING LOBBYING ACTIVITIES,
DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

CERTIFICATIONS REGARDING LOBBYING ACTIVITIES, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

ATTACHMENT D

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

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

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

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

Organization:
UES

Street address:
3600 Pegasus Drive, Suite 11

City, State, Zip:
Bakersfield, CA 93308

Certified by: (type or print)
Richard Henderson

Title
Bakersfield Branch Manager

Signature 

Date
08.28.2024

Disclosure of Lobbying Activities

Approved by OMB
0348-004

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

1. Type of Federal Action: <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	2. Status of Federal Action: <input type="checkbox"/> bid/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	3. Report Type: <input type="checkbox"/> initial filing <input type="checkbox"/> material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  <hr/> Print Name: Richard Henderson <hr/> Title: Bakersfield Branch Manager <hr/> Telephone No.: 661.344.9946 Date: 08.28.2024	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Debarment, Suspension, and Other Responsibility Matters

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

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

Contractor/Company Name

UES

Award Number, Contract Number, or Project Name

Geotechnical Engineering Services for Reconstruction at Dr. Lopez Academy

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

Richard Henderson | Bakersfield Branch Manager

Signature(s)



Date

08.28.2024

TAB 7

COMMENTS TO FORM OF AGREEMENT

ATTACHMENT A

UES does not have any comments or objections to Attachment A.



Learn more at TeamUES.com

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #24-138 with Universal Engineering Services to Provide DTSC Compliance Services for the Dr. Lopez Academy Reconstruction Project (Mitchell/Miller/CFW)

The Dr. Lopez Academy Reconstruction Project consists of a complete reconstruction of the Lopez campus with an entirely new set of facilities, built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. A reconstruction strategy is proposed that would include the construction of a new 750 student grade 6-8 facility at the existing school site. Upon completion of the new facilities, the existing school would be demolished, and playfields and hardcourt areas would be constructed in its place.

In August 2024, a request for proposals was distributed to firms to submit proposals for Department of Toxic Substances Control (DTSC) compliance services. Two firms submitted proposals, and the proposals were reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with UES Professional Solutions, Inc. to provide Department of Toxic Substances Control (DTSC) compliance services for the Dr. Lopez Academy Reconstruction Project. The scope of services includes the preparation of a Phase I Environmental Site Assessment (ESA) for the project. Depending on the findings of the Phase I ESA, additional services and fees may be required from UES Professional Solutions, Inc.

Term of Agreement: October 17, 2024 through June 30, 2025

FISCAL IMPACT:

\$2,400.00 - Enhanced Master Construct Program funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in consultation with CFW, that the Board of Trustees approve Agreement #24-138 for DTSC Compliance Services with Universal Engineering Services for the Dr. Lopez Academy Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-138, Universal Engineering Services - DTSC Compliance Services - Lopez Recon Proj. \(15 Pages\)](#)
[Proposal \(44 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

a. Commercial General Liability Insurance. Provider shall procure and maintain. during the term of this Agreement, the following General Liability Insurance coverage:

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

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

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

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

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

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

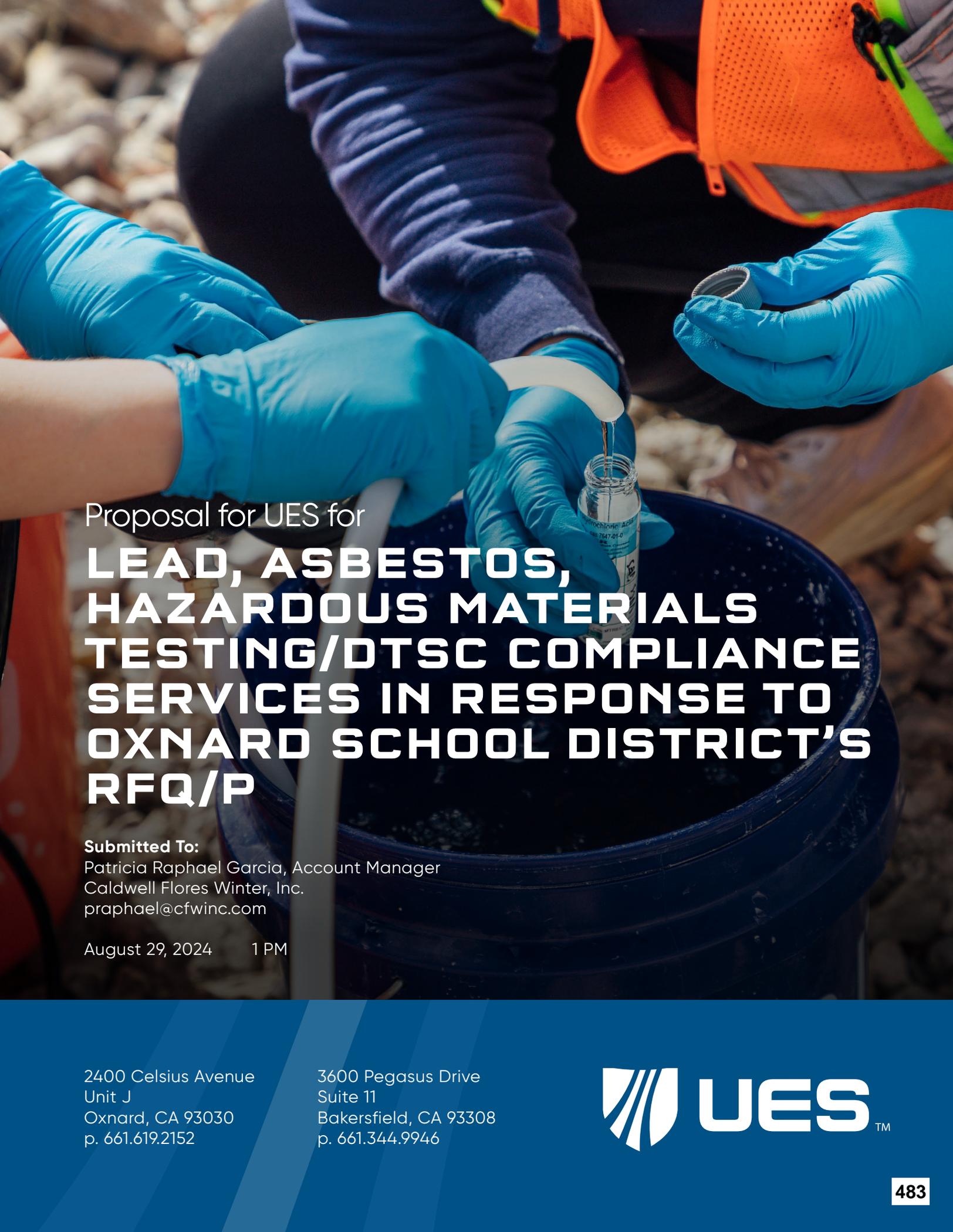
Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



Proposal for UES for

LEAD, ASBESTOS, HAZARDOUS MATERIALS TESTING/DTSC COMPLIANCE SERVICES IN RESPONSE TO OXNARD SCHOOL DISTRICT'S RFQ/P

Submitted To:

Patricia Raphael Garcia, Account Manager
Caldwell Flores Winter, Inc.
praphael@cfwinc.com

August 29, 2024 1 PM

2400 Celsius Avenue
Unit J
Oxnard, CA 93030
p. 661.619.2152

3600 Pegasus Drive
Suite 11
Bakersfield, CA 93308
p. 661.344.9946



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TAB 1
COVER LETTER

August 29, 2024

2400 Celsius Avenue, Unit J
Oxnard, CA 93030
p. 661.619.2152 f. N/A3600 Pegasus Drive, Suite 11
Bakersfield, CA 93308
p. 661.344.9946

UES

Attention: Patricia Raphael Garcia, Account Manager
Caldwell Flores Winter, Inc. | e. praphael@cfwinc.comReference: Lead, Asbestos, Hazardous Materials Testing/DTSC Compliance Services
for Reconstruction of Dr. Lopez Academy

Dear Patricia Raphael Garcia and Committee Members:

UES Professional Solutions, Inc. (UES) appreciates the opportunity to present our services, experience, and interest in response to Oxnard School District's (District) RFQ/P for Lead, Asbestos, Hazardous Materials Testing/DTSC Compliance Services for Reconstruction. We want to support the District's project and believe our decades of local experience, multiple Division of the State Architect (DSA) accredited laboratories, and highly-qualified team members demonstrates that we are the District's best choice for services.

UES is a growing operation in California, including those in Escondido, Riverside, Stockton, and West Sacramento. Our team of professionals are up-to-date on all design and testing requirements and standards, reporting protocols, and communication procedures necessary to complete work on time and within budget. We believe that offering quality service personalized for each task, ease of communication, and timely turnaround of reports and test results will eliminate delays and result in a substantial overall cost savings to the District—this is our commitment to you.

Dan Math, PE, GE is the Authorized Officer. Area Business Development Manager **Tara Butler** will be the primary Point of Contact, available, knowledgeable, and regularly attentive to the District in regard to this RFQ/P and subsequent work. Principal Geotechnical and Environmental Department Manager, **Dean Stanphill, PE, GE, CEM**, will be overseeing the execution of the proposed services. **Isabel Ramos** will be our designated Project Manager. All other team members joining on this effort can be found in Tab 3 Project Team Summary of this document. If you have any further questions about our qualifications, please reach out to **Tara Butler**, who is authorized to speak on behalf of UES at tmbutler@teamUES.com or 661.619.2152.

Our TIN is 93-0997190, CA Corporation is C1559606, and our DIR No. 100006124. The first page of 18 outlining our coverage limits is on the next page. The full certification can be found at <https://online.flippingbook.com/view/907238115>. UES can certify that we can meet the insurance limits listed in the RFP. UES received a copy of the District's standardized form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFQ/P. UES has reviewed the indemnity and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, UES has no objections to the use of the Agreement. Furthermore, UES certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

Sincerely,

UES



Dan Math, PE, GE (Authorized Officer), President
p. 760.873.3478 | dmath@teamUES.com

Tara Butler, Area Business Development Manager
p. 661.619.2152 | tmbutler@teamUES.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2024

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): 770.670.5324 E-MAIL ADDRESS: uescerts@greyling.com												
INSURER(S) AFFORDING COVERAGE													
INSURED UES Professional Solutions, Inc. 1441 Montiel Road, #115 Escondido, CA 92026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Endurance American Specialty Ins Co</td> <td style="width: 20%; text-align: center;">NAIC # 41718</td> </tr> <tr> <td>INSURER B : Evanston Insurance Company</td> <td style="text-align: center;">35378</td> </tr> <tr> <td>INSURER C : Landmark American Insurance Company</td> <td style="text-align: center;">33138</td> </tr> <tr> <td>INSURER D : Greenwich Insurance Company</td> <td style="text-align: center;">22322</td> </tr> <tr> <td>INSURER E : Aspen Specialty Insurance Company</td> <td style="text-align: center;">10717</td> </tr> <tr> <td>INSURER F : Convex Insurance UK Limited</td> <td></td> </tr> </table>	INSURER A : Endurance American Specialty Ins Co	NAIC # 41718	INSURER B : Evanston Insurance Company	35378	INSURER C : Landmark American Insurance Company	33138	INSURER D : Greenwich Insurance Company	22322	INSURER E : Aspen Specialty Insurance Company	10717	INSURER F : Convex Insurance UK Limited	
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INSURER D : Greenwich Insurance Company	22322												
INSURER E : Aspen Specialty Insurance Company	10717												
INSURER F : Convex Insurance UK Limited													

COVERAGES **CERTIFICATE NUMBER:** 1466690031 **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
D	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	RGC3002099	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
D A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	RAC9438325 EXT30030240901	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Auto \$ 2,000,000
B C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	MKLV2EUE101855 LHA600397	5/1/2024 5/1/2024	5/1/2025 5/1/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	RWC3002100	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Excess GL Professional Liab Incl Pollution Liab			CX010NE24 B0146LDUSA2405257	5/1/2024 5/1/2024	5/1/2025 5/1/2025	Per Occ./Aggregate \$4,000,000 Per Claim \$5,000,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER Sample Certificate	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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TAB 2

LITIGATION AND CLAIMS HISTORY

LITIGATION AND CLAIMS HISTORY

UES has not had any litigations or claims within the last five (5) years.

TAB 3
PROJECT TEAM SUMMARY

PROJECT TEAM SUMMARY

FIRM INTRODUCTION

UES is one of the most experienced, trusted, and resource-rich engineering companies of its kind. We are the union of several like-minded, leading engineering firms, complementary in professional services, core values, and customer service-centric views. Established almost six decades ago, our team's experience in Southern California dates back to 1989. Unique acquisitions paired with opening new offices regionally have helped build our environmental expertise throughout the Golden State. **The company has nearly 4,000 professionals at 85+ national branches with resources and local knowledge across the country.** UES is a national company unmatched in experience and resources. Our mission is to support our clients through every phase of their projects. Well-respected and steeped in culture, UES is considered a pioneer in the industry and stands at the forefront of influential legislation and proven best practices. We serve federal (GSA), public, and private clients, and our portfolio of work includes projects for the transportation, energy, commercial, and education markets and more. We are passionate about our work and strive to maintain strong, meaningful relationships with our industry partners. In collaboration with our clients, UES is proud to contribute to the growth of the communities we serve.

OUR SERVICE LINES

- Environmental Consulting & Permitting
- Geotechnical Engineering
- Materials Testing & Inspections
- Geophysical Technology
- Building Sciences & Code Compliance

WORKING WITH SUB-CONSULTANTS

UES is proud to partner with local firms to ensure our clients are met with the most prepared and qualified team to accomplish a job. Though our offices and laboratories in California can handle nearly any job in-house without the use of sub-consultants, there are few services that require us to work with our trusted industry partners, including those of DBEs and DVBEs. We have a pool of local, prequalified sub-consultants

who can help us perform services such as drilling and specialty laboratory services. Should the District require any additional services we cannot provide, we will find a sub-consultant we trust to complete the job on time and within budget.

STAFFING PLAN

Our engineers, geologists, environmental scientists, construction inspectors, technicians, and support personnel have a demonstrated record of integrity and professionalism throughout California.

Isabel Ramos will lead as Project Manager. She has extensive experience leading multiple K-12 projects as a Project Manager. She excels in overseeing client communication, on-site field testing, and report writing. With a keen focus on aligning project objectives with organizational goals, Isabel adeptly manages resources and mitigates risks to ensure timely and cost-effective delivery. Isabel will be overseen by Technical Lead, **Dean Stanphill, PE, GE, CEM.** Dean will provide technical direction, guidance, and quality control. In addition, Dean will be responsible for resolving conflicts which might arise and seeking acceptable solutions. They will be assisted by **Kurt Schlyer, Matt Taylor, Morgan Hawkins,** and **Cagnei Duncan.**

Kurt is a CEQA/NEPA Expert who has managed and written environmental documents for over 20 years. **Matt** is a DTSC Specialist with over 29 years of experience in environmental consulting, site characterization, remediation construction and system operations oversight, and regulatory compliance. They will all be supported by Staff Scientist **Morgan** and Environmental Scientist **Cagnei.**

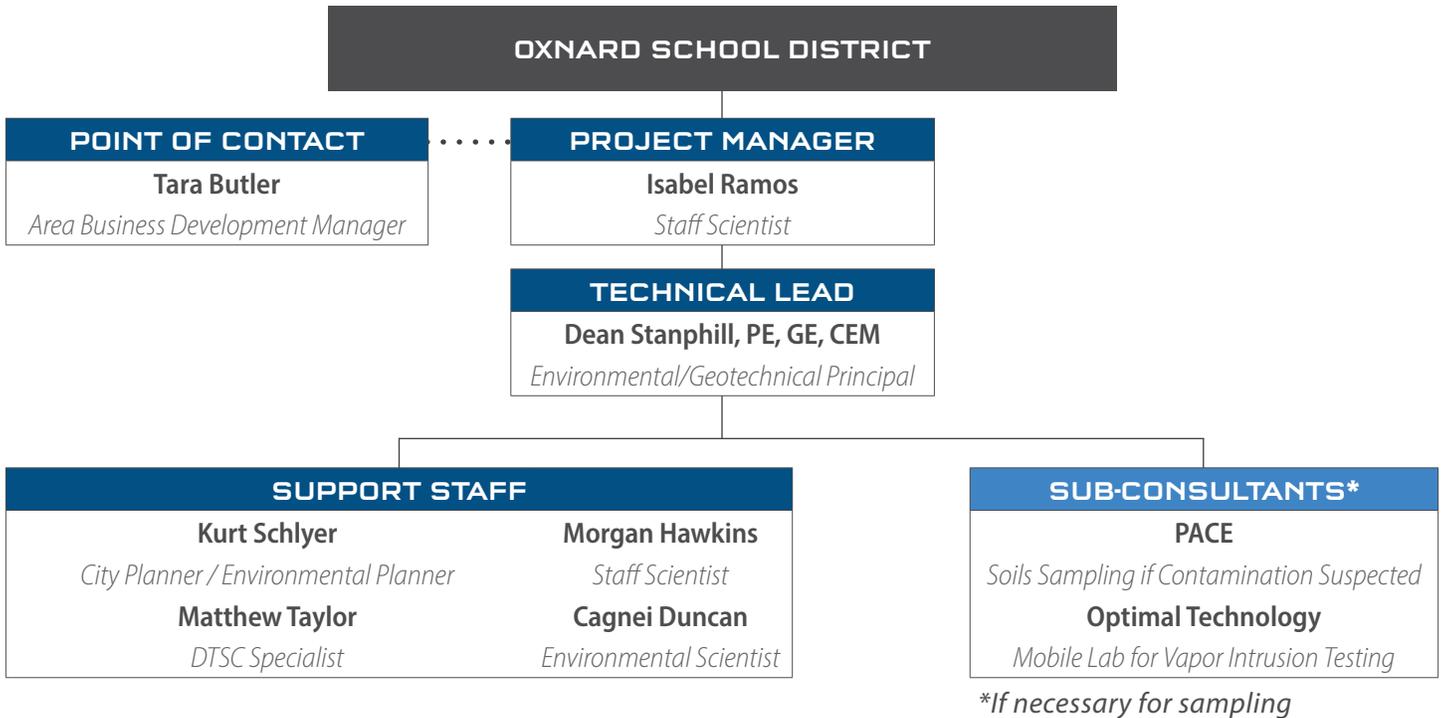
SUB-CONSULTANT

UES is a full-service firm and rarely requires subconsultants; however, we have a successful history of collaborating with several firms in the area. At this point, we do not see a need to bring on a subcontractor or sub-consultant.

ORGANIZATIONAL CHART

The organizational structure of our team is demonstrated below. Each team member possesses the required knowledge, skills, licenses, certifications, and

experience necessary to meet requirements specified in this RFQ.



OUR APPROACH

UES is qualified, certified, and experienced to provide the requested services for your project successfully. Our goal as a firm is to add value to the project team assembled by Caldwell Flores Winter, Inc., and the Oxnard School District. Projects assigned to UES will be completed safely, on schedule, and within the project budget. UES will be responsive and attentive to the needs of the district.

FLEXIBILITY IN WORKING WITHIN A K-12 SCHOOL DISTRICT

UES has worked with multiple California school districts continuously for over 30 years providing the full range of our services for brand new campus projects, including site evaluation and acquisition through finished construction. We have also provided our services for building additions at existing campuses, modernization and improvements to existing facilities, and emergency repairs. We understand that a District's needs and priorities change with the

condition of their existing facilities, funding availability, and/or enrollment fluctuations.

SCHEDULING

Additionally, school projects are historically delivered under aggressive schedules. This may be due to working around in-class sessions; holidays; and/or funding obligations. UES has been involved in many fast-track projects with schedules that require flexibility. Our lab and field technicians are experienced with working off-hours, nights and weekends when required by school construction operations. Our geotechnical staff resources are deep enough to be able to manage multiple, concurrent deliverables.

Our personnel typically are committed to multiple projects that last four to eight weeks. With our depth of resources and experience working with school districts, we are always able to successfully adjust to meet our contracted commitments.

QUALITY CONTROL

UES's exceptional staff brings a wealth of knowledge, comprehensive experience and skills to each project. With educational backgrounds in the fields of engineering, geology, environmental studies and management services, our staff members are fully prepared to identify and address a wide array of geotechnical issues. Historically, we average between 40 and 50 active jobs at any given time, but with our depth and experience we are always able to adjust and reassign work to meet commitments to our clients. We place quality foremost in our goals and objectives through the following steps:

- We implement a project specific, effective quality assurance program with active participation by all personnel;
- We include quality assurance procedures as a routine part of the project work, and not just at the completion of work tasks;
- We consider all aspects of work on the project that have an impact on quality, including technical standards and review, effective communication, and thorough project management; and,
- We commit key staff and resources needed to achieve the quality goals and objectives that UES and our client set for the project.

COMMITMENT TO PERSONAL GROWTH AND DEVELOPMENT

At UES, our team members are our top asset. Our team members make us great and are the backbone of our organization. As a company, we are fully committed to helping our team members achieve their maximum potential. This is accomplished through our investment in education, professional development, and personal growth.

Our team members can be broken down into three primary categories: professionals, field personnel, and support staff. All team members are encouraged to continue their education and professional development regardless of what position they hold.

Staff professionals are assisted in achieving professional licensure through paid exam preparation and training programs, books and study materials, exams, and licensure fees. Additionally, UES continues to provide support for the obtainment of professional

development units to maintain licensure. Staff professionals are also encouraged to participate in leadership roles within industry professional organizations. Some examples of current organizations with UES staff involvement are The Masonry Society, The American Concrete Institute, The American Society of Civil Engineers, and the American Society of Professional Estimators.

Our staff professionals are also involved in the local community, serving as lecturers at California Polytechnic State University of Pomona and California State University Long Beach in the Civil Engineering and Construction Management Departments.

Field personnel are encouraged to achieve additional certifications through the International Code Council (ICC) Special Inspector program. As a company, we cover the cost of training, reference books, and exam fees. Upon obtaining a new certification, field personnel are instantly provided with an increase in their hourly rate. There is no limit to how many certifications an individual wants to pursue. Once the certifications are achieved, they stay with the individual regardless of employment status with UES.

As a region, we have also established an entry-level program for individuals with no experience. Our 60 Days to Excellence program provides a 60-day paid internship in which entry-level candidates gain firsthand field experience, shadow experienced personnel, and are provided hands-on training in the laboratory. During this time, candidates are employed a minimum of 30 hours per week and are provided housing. Upon successful completion of the program, candidates will have obtained the ACI Field Grade I Field Technician Certification and have qualified to perform soil compaction testing with the nuclear gauge.

Our support personnel are key to our success. Without their support, operations would not be possible. Support personnel are also encouraged to achieve additional certifications as required per their position. As a company, we cover the cost of training, reference books, and exam fees. Upon obtaining a new certification, support personnel are instantly provided with a salary increase. We do not limit how many certifications an individual wants to pursue.

UES also provides a tuition reimbursement program for any team members wanting to advance their education. As a result, team members have been able to complete their bachelor's degree and advanced degrees (Masters/Doctorate).

One final program to discuss is our internal project management program. Although still in its initial stages, our project management program consists of three main parts. Part I consists of formal lectures in a hybrid format (face-to-face, virtual) in which candidates learn about the fundamentals of project management and skills specific to our industry.

Part II consists of the practical application of newly acquired skills and regular mentoring with senior personnel. Part III consists of a formal evaluation. Our project management program will enable our leaders to execute projects successfully and to provide quality service to our customers.

At UES, we are fully invested and committed to our team members. Without our team members, there is no UES. The strength of the company is only as strong as the strength of our team.

ASBESTOS MANAGEMENT SERVICES

UES offers a broad range of comprehensive asbestos management services to assist our clients in minimizing the risks associated with asbestos, including:

- General Consultation
- ACM Hazard Assessment
- Management Plan Development
- Abatement Project Cost Estimating and Program Budgeting
- Abatement Project Design Specification Development
- Project Management and Construction Monitoring Services
- Operations & Maintenance (O&M) Program Development

ACM HAZARD ASSESSMENT

Identifying the potential asbestos hazard is the most critical part of any asbestos management program.

We do this by performing an asbestos survey as discussed in the EPA NESHAP Guidelines and preparing a customized survey report for the client's use. UES staff has extensive experience in conducting detailed asbestos surveys, providing property Owners and Managers a strong understanding of the asbestos on their property and the real risks associated with the presence of this material. These surveys are performed per the U.S. Environmental Protection Agency (EPA) protocols and follows ASTM E2356-10 Standard Practice for Comprehensive Building Asbestos Surveys or the most up-to-date (ASTM E2356-18). With the information from this survey, asbestos management decisions can be made, ranging from developing an Operations and Maintenance Program to technical specifications for removing ACMs found on the property. UES staff has surveyed and developed programs in highly visible settings, including hospitals, high-rise offices, airports, universities, and numerous other private and public sector complexes.

ABATEMENT PROJECT DESIGN SPECIFICATION DEVELOPMENT

Should removal of the asbestos-containing material be the required or desired abatement option, UES can develop technical specifications for the removal of this material utilizing the data obtained from the asbestos survey. UES staff has earned a reputation for excellence in designing and implementing asbestos management programs for complex occupied facilities. This experience, along with our understanding of all applicable regulations and working directly with the regulators on complex issues, translates directly to time and cost efficiencies realized by our clients, regardless of project size.

To further assist our clients, UES has developed outstanding relationships with pre-qualified licensed asbestos abatement Contractors. If needed, we can refer several of these Contractors to bid on a project to ensure a competitively priced project by quality Contractors. This process ensures that professionals on both the Consultant and Contractor levels meet as building Owner or Manager's concerns regarding their asbestos. UES has a proven track record of managing some of the region's most complex abatement projects and an ability to respond quickly with highly trained and accredited personnel.

PROJECT MANAGEMENT AND MONITORING

To further protect our client’s liability, UES provides Project Management and Construction Monitoring services to ensure that the work is performed in accordance with applicable regulations. These services typically include:

- Asbestos Abatement Contractor Submittal Review
- Continuous observations of the Contractor’s preparation, removal, clean-up, and lock down/encapsulation for each removal area. Observed deficiencies will be immediately brought to the Contractor’s attention for correction and recorded in a project logbook
- Air Sampling before, during and at completion of abatement activities
- Inspection of waste transfers from the facility to the transport vessel by the Contractor and completion of forms in accordance with applicable regulatory guidance.

Project Management tasks, if requested, will include, but not be limited to:

- Participation in Project Initiation Meetings
- Participating in Weekly Progress Meetings
- Preparation and distribution of weekly progress reports (if required)
- Review the Contractor’s requests for changes in work methods, equipment, schedules, and extensions in time, as well as provide related recommendations to the Construction Manager for acceptance/approval.

OPERATIONS & MAINTENANCE (O&M) PROGRAM DEVELOPMENT

Finally, should asbestos materials on a project site require oversight and maintenance, as opposed to removal, technical professionals at UES have extensive experience developing Operations and Maintenance Programs for commercial and residential Property Managers. These documents provide guidelines to managers that allow them to address their specific asbestos concerns.

LEAD-BASED PAINT MANAGEMENT

UES offers a full range of lead paint inspection, analysis, design, and monitoring services. Before the start of lead abatement operations, our industrial hygiene technicians perform inspections to determine the presence of lead-based paint. These surveys provide the information necessary for us to develop cost estimates for lead abatement of affected components and aid in preparing project specifications.

LEAD-BASED PAINT CONSULTING SERVICES

UES professionals are able to provide any of the following lead-related services:

- Regulatory Consultation
- Development of Testing Protocols
- Comprehensive Lead Inspection and Testing
- Risk Assessment
- Management Program Development
- Development of Abatement Specifications
- Abatement Monitoring
- Post-Abatement Inspections and Final Clearance Testing
- Re-occupancy Certification
- Waste Disposal Consultation and Determination
- Laboratory Analysis
- Contract Administration
- Maintenance/Contractor Employee Training; and Tenant Awareness Education

UES is able to provide a broad range of services based on the experience and expertise of our staff as well as our knowledge of applicable federal, state, and local regulations while providing the ability to adapt its scope of services to the specific needs of each client. UES has participated with regulatory officials at all levels in defining standards for lead-related work.

LEAD-BASED PAINT INSPECTION AND TESTING SERVICES

A lead inspection or survey is performed to locate, categorize, and evaluate the condition of lead-based paints (LBP). The outcome of this phase of a project is an inspection report that specifies the location and condition of any LBP discovered.

In compliance with federal (HUD), state, or project specific protocols, a thorough inspection begins by reviewing all available records, followed by inspecting all spaces within the survey area, including common spaces and exterior areas (if applicable). Our licensed industrial hygiene technicians use state-of-the-art field survey procedures including, X-Ray Fluorescence (XRF) to determine which surfaces are coated with lead-based paint. If required, both paint chip and dust wipe samples are collected for subsequent laboratory analysis. To complete the project, a final report is prepared to detail the analytical results for samples that were collected, and the locations of all components confirmed by laboratory analysis to be coated with lead-based paint.

UES staff has not only performed extensive testing for lead-based paint for numerous private and public entities, it is thoroughly familiar with HUD lead regulations and guidelines. In addition, we have provided similar services to numerous owners of private residential housing.

RISK ASSESSMENT

If requested, a risk assessment can be performed in accordance with federal or state regulations based on the information developed in the inspection. A risk assessment evaluates the degree of risk to health and safety posed by lead-based paint or lead dust. The outcome of this phase is a report that identifies the degree, if any, of risk posed by lead-based paint or lead dust that is present.

A risk assessment notes the location of all LBP, including the degree of deterioration, substrate condition, as well as potential causes of the deterioration (water or impact damage). It also assesses accessibility, damage, etc. to result in exposure to lead-based paint or release of lead paint chips, dust, or debris in the future.

By combining information regarding the location, condition, and physical characteristics of LBP, it is possible to assess the probability that lead paint chips, dust, or debris will be released in the future, presenting a threat to health and safety.

ABATEMENT PROJECT DESIGN

Once we know where LBP is present, its condition, and the degree of hazard that it poses, project activities are planned and specifications for abatement are designed. There are several options for mitigation of lead-based paint hazards. Among them are the removal of paint, encapsulation (liquid encapsulant), enclosure (with a rigid material), removal of the substrate that contains LBP, and maintenance of the coating or surface coated with lead-based paint.

This phase includes the development of the project contract documents, specifications, and drawings, which govern how an abatement project will be accomplished. UES project designers provide overall guidance regarding how to organize and implement a lead abatement project.

Important elements of the UES project design process include the following: prioritizing materials to be abated, estimating the cost of abatement (including material replacements), potential exposure of other trades to lead-based paint, development of project drawings, specifications, and bid documents, and recommending the most cost-effective solution (removal, enclosure, encapsulation, etc.). Our project managers are available to clients for project consultation throughout this process.

PROJECT MANAGEMENT AND MONITORING

After abatement activities have been designed and the project is underway, UES personnel monitor all abatement activities to ensure contractor compliance with applicable federal, state, and local laws and regulations, as well as the requirements of project specifications. The outcome of this phase is project completion, including progress and meeting notes, letters, and filings with appropriate regulatory agencies.

There are two major categories of monitoring activities: (1) determining whether contractors are conducting the lead abatement work in compliance with all applicable regulations and the project specification and: (2) determining lead dust in air and lead dust concentrations before, during, and after the completion of abatement activity.

Areas determined to have post-abatement lead dust concentrations below the regulatory level are certified to be in compliance with the specification and its requirements. Dust and airborne lead concentrations are monitored by collecting samples for laboratory analysis by Atomic Absorption Spectrophotometry (AAS).

PROJECT REPORT

After completion of all abatement activities, UES typically provides a final report as a permanent project record. This record includes the identification and status of any lead-based paint remaining at a site, including recommendations to prevent future contamination. This permanent record will prove to be a useful management tool in the event that occupants or workers at a facility file future complaints regarding hazardous material exposure.

A final project report includes all documented records related to the project, such as notifications to appropriate regulatory agencies, waste disposal documentation, medical monitoring and training records of contractors' employees, and records of air and wipe sample analysis. In short, the final project report provides a comprehensive record of the project, from preliminary planning through final testing results, in one bound volume.

ENVIRONMENTAL ENGINEERING CONSULTING SERVICES

HAZARDOUS MATERIALS MANAGEMENT

UES offers a full range of hazardous materials inspections, analysis, design, and monitoring services. Before initiating hazardous materials or hazardous waste abatement operations, our technicians perform inspections to determine the presence of (PCBs) and other materials described in 49 CFR 171- 180 Hazardous Materials Regulations. These surveys provide the information necessary for us to develop cost estimates for PCB or hazardous materials/waste abatement of affected components and to aid in preparing project specifications.

INDOOR AIR QUALITY (IAQ) MANAGEMENT

UES offers comprehensive indoor air quality services to minimize and eliminate the impacts of unhealthy

indoor conditions, including preliminary air investigations, advanced air quality studies, and regulatory assistance.

UES identifies potential indoor air quality problems by conducting a preliminary investigation that includes indoor air testing and visual assessments. A preliminary investigation aims to resolve air quality problems without cost-intensive testing for each potential contaminant. If a problem is identified, UES can help adapt building systems and establish a quality management program.

Advanced indoor air quality studies may be conducted if the preliminary investigation does not provide sufficient information to meet management goals or resolve occupant conflict. Advanced air quality studies are conducted to characterize additional indoor air pollutants that lack applicable standards. These pollutants include microbiological contamination, environmental tobacco smoke, airborne particulates, ozone, and volatile organic compounds.

Indoor air quality management is based on an adherence to recognized engineering standards, application of available air contaminant exposure guidelines, and compliance with existing and emerging regulations. UES has a comprehensive understanding of these, as well as ventilation system design principles, pollution source emission systems, and human health effects. Our highly experienced staff can assist building owners and operators manage their indoor air quality concerns.



TECHNICAL CAPABILITIES

The team at UES has all of the necessary resources to complete sampling for asbestos-containing materials (ACM), lead-based paints and coatings (LBP), and indoor air-quality (IAQ) issues, including microbial growth. In addition to having a deep bench of skilled personnel, we also have the equipment on-hand to complete initial surveys, abatement oversight, and clearances.

For ACM sampling, each of our team members is supplied with and trained in using a variety of hand-held tools. UES team members clean each tool between sampling of homogeneous materials. We also have a portable HEPA vacuum to ensure we leave no material behind during our sampling efforts. During surveys to identify LBP, we are equipped with a Thermo Fisher Scientific Portable XRF Model XLp 300A for non-destructive sampling. We also have hand-held tools and a low-temperature heat gun to aid in paint-chip sampling where necessary. During initial inspections for fungal growth, we have a Flir TG165-X Thermal Camera to identify areas of excess moisture. Our team trains in visually inspecting for potential areas of fungal growth and taking tape-lift samples where necessary. In addition to visual inspections for IAQ issues, we have pumps to complete air sampling to identify airborne contaminants.

For abatement oversight, UES currently has low-flow personal pumps to monitor worker exposure during the abatement process and high-flow pumps to ensure no materials are exiting the containment zones. Upon completion of the abatement, our team will utilize our high-flow air pumps to conduct clearance air sampling. The table on the following page provides a complete list of our company-owned equipment available for hazardous materials services and additional specialty services.

DSA AND CGS EXPERIENCE

Our team has years of experience working with the DSA, dating back to the origin of DSA Standards implementation. Overall, our team has worked on many DSA projects, including K-12 schools and higher education facilities. Our team utilizes and is knowledgeable of the DSA Box File Sharing system. We are also aware of the operations, line of communication, and all other unique features DSA projects tend to have.

DSA typically submits the geotechnical engineering report to the California Geological Survey (CGS) for review. As part of the review process, the CGS has developed minimum investigation, analysis, and reporting criteria for preparation of these reports; these criteria are presented in CGS Note 48. Among the minimum criteria presented in CGS Note 48 is a requirement that the subsurface exploration include at least one boring or exploration shaft per 5,000 SF of building footprint, with a minimum of two borings or exploration shafts for any one building. Our intent will be to prepare reports to satisfy the requirements of CGS Note 48 with respect to a geologic hazards assessment and a geotechnical engineering evaluation of school sites.

Six of our materials testing laboratory facilities in California are DSA approved and staffed with professionals knowledgeable of DSA testing standards/methods. In addition, our team members have in-depth knowledge of DSA projects and common practices. From a materials testing and inspection standpoint, fulfilling the DSA permit requirements is paramount and strictly adhered to. Most issues that are not in compliance with the DSA documents are resolved same day so they do not need to be tracked. For the rare issues that cannot be resolved on the same day, they are tracked and resolved with the help of the Project Inspector long before time for closeout of the individual project cards or final project completion. This continuous approach to resolving any DSA project issues makes the DSA closeout portion of our services simple at the end of the project, where our final laboratory and testing and inspection closeout takes only a few minutes for small projects or a few hours for large projects.

FIRM EXPERIENCE

UES is well suited to meet the District’s lead, asbestos, hazardous materials testing/DTSC compliance service needs. We have nearly 35 years of experience working with school districts to supplement new developments, modernizations, and facility improvement projects, including those for K-12 districts and higher education/university campuses. We believe that our state-of-the-art facilities, experienced personnel, and decades of service experience allow us to provide our clients with sound engineering solutions in a timely and cost-effective manner.

RELATIONSHIP TO OUTSIDE GOVERNMENT AGENCIES

We understand UES may be required to assist the District in working with various outside governmental agencies. UES has many years of experience with working with various outside governmental agencies, including DSA, CGS, City and County Planning Commissions and Departments, the Department of Toxic Substance Control (DTSC), the Regional Air Quality Control District, the state and regional water quality control boards, the State Department of Education, the State Allocation Board, and the Office of Public School Construction. Our extensive experience working with these agencies and project teams ensures that projects are completed and closed in a timely and efficient manner.

CALIFORNIA K-12 SCHOOL DISTRICTS (SD)

Collectively, our team has worked on over 300+ K-12 projects throughout California. Our proven track record of success working with other California school districts enables us to be qualified to handle the project demands and project schedules of the District.

- Oxnard SD
- Lancaster SD
- Fowler Unified SD
- Vineland SD
- Mendota SD
- Lamont Elementary SD
- Mammoth Unified SD
- Santa Paula SD
- Perris Elementary SD
- Newport-Mesa Unified SD
- Oceanside Unified SD
- Escondido Union SD
- San Diego Unified SD
- Carlsbad Unified SD
- San Ysidro SD

- Sweet Water Schools
- San Marcos Unified SD
- Chula Vista
- Elementary SD
- Grossmont Union High SD + more

The following list of projects demonstrate our familiarity with Lead, Asbestos, Hazardous Materials Testing/DTSC Compliance Services. Our references can attest to our performance and technical capabilities as well.

DTSC/HAZMAT SUNNYDALE ES

LANCASTER, CA

This project consists of the construction of seven new classrooms (three preschool, three transitioning kindergarten, and one kindergarten). UES is providing lead, asbestos, hazardous materials testing, and DTSC compliance services for the District’s construction of Preschool, Transitional Kindergarten classrooms. This work is being performing in accordance with DSA, CDE, California DTSC, CEQA, Cal-OSHA, and all other jurisdictional agencies.

Project Name: Lead, Asbestos, Hazardous Materials Testing/DTSC Compliance Services for New Pre-school, Transitional Kindergarten, and Kindergarten Classrooms at Sunnydale Elementary School

District: Lancaster Unified School District

Reference: Lancaster Unified School District Gerald Schober, Caldwell Flores Winters, Inc., Winters, Inc., p. 626.829.8300

Project Dates: Feb. 2024

DSA Close-out/Certification Status/Notice of Completion: N/A

Square Footage: N/A

Main Program Elements: Lead, Asbestos, Hazardous Materials Testing, and DTSC Compliance Services

Project Relevance: Harzardous Materials Testing/DTSC in K-12

Role of the Firm: Environmental Services

Key Individuals: Dean Stanphill, PE, GE, CEM, Isabel Ramos

Sub-Consultants: None

DTSC/HAZMAT MARSHALL ES

FOWLER, CA

This project consists of the construction of seven new classrooms (four preschool and three transitioning kindergarten). UES is providing lead, asbestos, hazardous materials testing, and DTSC compliance services for the District’s construction of Preschool, Transitional Kindergarten classrooms. This work is being performing in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other jurisdictional agencies.

Project Name: Lead, Asbestos, Hazardous Materials Testing/DTSC Compliance Services for New Pre-school, Transitional Kindergarten, and Kindergarten Classrooms at Marshall Elementary School

District: Fowler Unified School District

Reference: Gerald Schober, Caldwell Flores Winters, Inc., p. 626.829.8300

Project Dates: Feb. 2024

DSA Close-out/Certification Status/Notice of Completion: N/A

Square Footage: N/A

Project Relevance: Harzardous Materials Testing/DTSC in K-12

Main Program Elements: Lead, Asbestos, Hazardous Materials Testing, and DTSC Compliance Services

Role of the Firm: Environmental Services

Key Individuals: Dean Stanphill, PE, GE, CEM, Isabel Ramos

Sub-Consultants: None

DTSC/HAZMAT VINELAND ES

BAKERSFIELD, CA

This project consists of the construction of seven new classrooms (four preschool and three transitioning kindergarten). UES is providing lead, asbestos, hazardous materials testing, and DTSC compliance services for the District’s construction of Preschool, Transitional Kindergarten classrooms. This work is being performing in accordance with DSA, CDE, California DTSC, CEQA, Cal-OSHA, and all other jurisdictional agencies.

Project Name: Lead, Asbestos, Hazardous Materials Testing/DTSC Compliance Services for New Pre-school, Transitional Kindergarten, and Kindergarten Classrooms at Vineland Elementary School

District: Vineland School District

Contact: Cesar Zepeda, Director of MOT, p. 661.845.3713 Ext. 1008, e. cezepeda@vineland.k12.ca.us

Project Dates: Feb. 2024

DSA Close-out/Certification Status/Notice of Completion: N/A

Square Footage: N/A

Project Relevance: Harzardous Materials Testing/DTSC in K-12

Main Program Elements: Lead, Asbestos, Hazardous Materials Testing, and DTSC Compliance Services

Role of the Firm: Environmental Services

Key Individuals: Dean Stanphill, PE, GE, CEM, Isabel Ramos

Sub-Consultants: None

LA COUNTY ISD CONTAMINATION TESTING

SYLMAR, CA

In this project, our objective was to investigate a potential fuel leak at an excavation site for a CCTV system infrastructure in Los Angeles County. The excavation work raised concerns due to the presence of a fuel odor in the vicinity, as the trench extended roughly 25-30 feet and was close to a generator, fuel tank and underground fuel lines. To address the issue, a comprehensive soil study was conducted to assess the potential existence of petroleum-related conditions contributing to the odor. The investigation involved collecting soil samples at four designated locations manually using a rock hammer, with samples taken to an approximate depth of two feet. The purpose of this investigation was to evaluate the presence of total petroleum hydrocarbons (TPH) and determine the source of the odor.

Project Organization: J.C Chang & Associates, Inc.

Contact: Sevag Avanesian, p. 310.212.7644, e. savenessian@jccainc.com

Project Dates: 2022-2023

DSA Close-out/Certification Status/Notice of Completion: N/A

Square Footage: trench that spanned 25-30 ft

Main Program Elements: Soil sampling for TPH

Project Relevance: Hazardous Materials Testing

Role of the Firm: Environmental Services

Key Individuals: Dean Stanphill, PE, GE, CEM, Isabel Ramos

Sub-consultants: None

CHINA LAKE NAVAL BASE ASBESTOS AND LEAD-BASED PAINT SURVEY

RIDGECREST, CA

UES was commissioned for a comprehensive survey focusing on the fire pump house building at the China Lake Naval Base. This project encompassed the collection of bulk samples from potentially hazardous building materials, with a focus on asbestos fiber analysis in preparation for planned renovations. Additionally, UES conducted non-destructive XRF sampling of paints and coatings on various building surfaces to assess lead content. The lead-based paint survey was supervised by a CDPH accredited inspector, adhering to Department of Housing and Urban Development guidelines for lead-based paint hazards in housing. UES's proactive approach underscores their commitment to ensuring the safety and compliance of renovation activities at the site.

Project Organization: China Lake Naval Base

Contact: Mike Hanley, Project Engineer, p. 949.852.0111, e. mhanley@henselphelps.com

Project Dates: Sep 2023

DSA Close-out/Certification Status/Notice of Completion: N/A

Square Footage: N/A

Main Program Elements: Testing Hazardous Building Materials, Asbestos Fiber Analysis

Project Relevance: Environmental – Hazardous Materials

Role of the Firm: Hazardous Material Testing Environmental Consultant

Key Individuals: Dean Stanphill, PE, GE, CEM

Sub-Consultants: None



EDUCATION

MBA, California State University, San Bernardino

BS, Civil Engineering, San Diego State University, CA

YEARS OF EXPERIENCE

39

LICENSES & CERTIFICATIONS

Professional Civil Engineer

- CA No. 43612
- NV No. 013546
- AZ No. 39163
- CO No. 0037454
- PA No. 070975
- NM No. 16190
- NC No. 040447

Professional Geotechnical Engineer, CA No. 2271

Certified Environmental Manager & Assessor (CEM), NV No. 2410

Certified Nuclear Density Gauge Technician

ICC No. 5003405

- Structural Masonry
- Structural Steel and Welding
- Spray-Applied Fireproofing

QSP/QSD/QISP No. 22010

OSHA 40-hour

DEAN STANPHILL, PE, GE, CEM

PRINCIPAL GEOTECHNICAL AND ENVIRONMENTAL DEPARTMENT MANAGER

Dean Stanphill has over 39 years of applicable experience on geotechnical and environmental projects throughout the western United States. His clients have included governmental agencies and private entities and have included a wide range of projects, such as landfills, bridges, airports, water and wastewater treatment facilities, commercial and industrial centers, and residential developments. Dean has also conducted numerous geotechnical investigations for school projects in California, including community colleges, state colleges, University of California projects, and K-12 schools, including those designed and constructed under the oversight of the California Division of the State Architect. Dean's experience also includes providing geotechnical services for various energy related projects, including those for electrical power generation and renewable energy projects for geothermal, solar, renewable nature gas, and wind energy.

PROJECT EXPERIENCE

VINELAND ELEMENTARY SCHOOL - DTSC COMPLIANCE

BAKERSFIELD, CA

UES completed a Phase I ESA as part of the School's DTSC Compliance for additions/construction of existing schools. Dean was the Technical Lead.

SUNNYDALE ELEMENTARY SCHOOL - DTSC COMPLIANCE

SUNNYDALE, CA

UES completed a Phase I ESA as part of the School's DTSC Compliance for additions/construction of existing schools. Dean was the Technical Lead.

MARSHALL ELEMENTARY SCHOOL- DTSC COMPLIANCE

FOWLER, CA

UES completed a Phase I ESA as part of the School's DTSC Compliance for additions/construction of existing schools. Dean was the Technical Lead.

CARPENTER ELEMENTARY SCHOOL, DOWNEY, CA

UES is performing a preliminary geotechnical investigation for proposed additions and renovations. Dean is a Geotechnical Engineer.

MAMMOTH MIDDLE SCHOOL AND HIGH SCHOOL, MAMMOTH LAKES, CA

Dean is the Geotechnical Engineer of Record for several new projects for Mammoth Unified School District. This includes a new building expansion at the middle school and for a major new expansion for the High School. Work was performed under the oversight of the California Division of the State Architect.

JURUPA MIDDLE SCHOOL NEW ADMINISTRATION AND CLASSROOM BUILDING

JURUPA VALLEY, CA

Dean served as Geotechnical Engineer. UES's services included geotechnical engineering, reinforced masonry inspections, AWS/CWI welding, and high-strength bolting, concrete compression tests, rebar inspection, reinforced concrete inspection, soils compaction

UES HIRE DATE

08/13/2018

UES OFFICE

Bakersfield, CA

REFERENCES

Jeff Bozeman
p. 916.715.1044

John McNamara
p. 714.372.8281

Darrell Thompson
p. 760.977.8106

DEAN STANPHILL, PE, GE, CEM

PRINCIPAL GEOTECHNICAL AND ENVIRONMENTAL DEPARTMENT MANAGER, RESUME CONTINUED

PROJECT EXPERIENCE

tests, asphaltic paving inspection, footing inspection, and various engineering services.

the new elementary school, access roadways, and detention basin.

AL TAHOE MIDDLE SCHOOL - BOYS AND GIRLS CLUB

SOUTH LAKE TAHOE, CA

Dean was the Geotechnical Engineer of Record for the expansion of the Boys and Girls Club facility at the Al Tahoe Elementary school. The project was located at South Lake Tahoe California. Work was performed under the oversight of the California Division of the State Architect.

SUN VALLEY MIDDLE SCHOOL

SUN VALLEY, NV

As the Geotechnical Engineer, Dean provided a preliminary geotechnical report for a proposed 80-acre middle school with football, baseball, soccer fields, playgrounds, basketball courts, and future school.

HOLLINGSWORTH ELEMENTARY SCHOOL NEW MODULAR RESTROOM AND PLAYGROUND RENOVATION, ROLLING HEIGHTS, CA

This is a \$63K contract for providing all the required materials testing and inspection as the Laboratory of Record for Rowland Unified School District. The project involves the new construction of a modular restroom building with concrete foundation and playground equipment, along with site drainage and accessibility improvements. As the Geotechnical Engineer of Record, Dean ensures that during the construction phase all soils testing and was done according to specifications and observation was performed per the geotechnical recommendations.

OXNARD ELEMENTARY SCHOOL DISTRICT, OXNARD, CA

Dean oversaw and directed the remediation and removal of petroleum impacted soils at the site. These materials were first noticed during mass grading operations and based on field observations, the lateral extent of the contamination was identified. Processes and procedures were developed to test, segregate, stockpile, and remove these soils to a nearby landfill. Confirmation sampling and evaluations were performed to verify that all impacted soil had been removed.

COLD SPRINGS ELEMENTARY

RENO, NV

Dean was the Principal Geotechnical Engineer on this project and evaluated subsurface conditions in order to provide geotechnical engineering criteria relative to the design of

K-12 SCHOOL PROJECTS

MULTIPLE LOCATIONS, CA

Dean has provided a variety of services for K-12 school districts including the following:

- Mammoth Unified School District
- Bakersfield City School District
- Los Angeles Unified School District
- Oxnard School District
- Lake Tahoe Unified School District
- Tahoe Truckee Unified School District



EDUCATION

BS, Bioengineering, University of California, Riverside

YEARS OF EXPERIENCE

1

LICENSES & CERTIFICATIONS

OSHA

- HAZWOPER 40-hour
- 10-hour

ACI No. 02223444, Concrete Field Testing Technician – Grade I

Certified Nuclear Density Gauge Technician

UES HIRE DATE

05/10/2023

UES OFFICE

Bakersfield, CA

REFERENCES

Maria Guzman,
p. 661.631.8500 ext. 2407

Cam Boyd, p. 805.538.3137

Waylon Dunlap,
p. 661.302.9200

ISABEL RAMOS

ENVIRONMENTAL SCIENTIST

Isabel is a dedicated and driven Environmental Professional in training with a Bachelor of Science in Bioengineering. She possesses a strong foundation in scientific principles and analytical skills that are highly relevant to the environmental field. Through coursework in biotechnology, quantitative biochemistry, and biophysics, Isabel has developed a solid understanding of environmental processes and their implications. Her exceptional analytical skills allow her to effectively assess complex data and draw meaningful conclusions. Additionally, Isabel's ability to collaborate effectively in teams, manage projects, and utilize laboratory techniques for environmental research showcases her well-rounded skill set. With a commitment to sustainability and attention to detail, Isabel is well-equipped to contribute meaningfully to the environmental industry. Moreover, she is fluent in both English and Spanish, further enhancing her ability to communicate and collaborate with diverse stakeholders.

PROJECT EXPERIENCE

VINELAND ELEMENTARY SCHOOL - DTSC COMPLIANCE

BAKERSFIELD, CA

UES completed a Phase I ESA as part of the School's DTSC Compliance for additions/construction of existing schools. Isabel was in charge of site reconnaissance, report writing, and communicating with school site contact.

SUNNYDALE ELEMENTARY SCHOOL - DTSC COMPLIANCE

SUNNYDALE, CA

UES completed a Phase I ESA as part of the School's DTSC Compliance for additions/construction of existing schools. Isabel was in charge of site reconnaissance, report writing, and communicating with school site contact.

MARSHALL ELEMENTARY SCHOOL- DTSC COMPLIANCE

FOWLER, CA

UES completed a Phase I ESA as part of the School's DTSC Compliance for additions/construction

of existing schools. Isabel was in charge of site reconnaissance, report writing, and communicating with school site contact.

1209 M STREET- PHASE II ESA

BAKERSFIELD, CA

In September 2023, UES conducted a Phase II Environmental Site Assessment on a 0.14-acre property located at 1209 M Street, Bakersfield, CA. After completing a Phase I ESA, UES identified Recognized Environmental Conditions (RECs) on the property, so UES conducted a Phase II ESA. The property was vacant and undeveloped when UES conducted the assessment. Isabel played a vital role in the project by arranging the soil vapor investigation, communicating with the client and owner, reviewing and analyzing data collected from the soil vapors, and writing the report.

ISABEL RAMOS

ENVIRONMENTAL SCIENTIST, RESUME CONTINUED

PROJECT EXPERIENCE

EHF VOR- PHASE I ESA, SHAFTER, CA

In November 2023, UES conducted a Phase I Environmental Site Assessment on a 14.368-acre property east of Almos Street in Shafter, CA. The property was vacant and undeveloped when UES conducted the assessment. Isabel played a vital role in the project by reviewing all the EDR documents for the subject site, performing a physical site assessment of the property, communicating with the client, and writing the Phase I ESA report.

MCCUTCHEN AND ASHE ROAD DEVELOPMENT - PHASE I ESA, BAKERSFIELD, CA

In October 2023, UES conducted a Phase I Environmental Site Assessment on a 39.7-acre property at the southeast intersection of McCutchen and Ashe Road in Bakersfield, CA. The property was vacant and undeveloped when UES conducted the assessment. Isabel played a vital role in the project by reviewing all the EDR documents for the subject site, performing a physical site assessment of the property, communicating with the client, and writing the Phase I ESA report.

171 N. 2ND STREET - PHASE I & II ESA

GROVER BEACH CA

UES conducted a Phase I and II Environmental Site Assessment on a .15-acre property. The property was previously used as an All-Terrain-Vehicles (ATV) commercial operation. The ESA aimed to identify any possible RECs on or near the subject property. It was then that RECs were identified, which led to a need for Phase II ESA. Isabel's key role in Phase I and II included writing up both reports, conducting the Phase II soil sampling investigation, and reviewing & analyzing data relevant to the soil samples.

30501 SOUTH TRACY BOULEVARD-INITIAL STUDY

TRACY, CA

UES conducted a Phase I Environmental Site Reconnaissance Assessment for this project on a 99.13-acre property. The property used to be an aggregated mining site and is now undergoing a dirt-fill operation to create new agriculture opportunities. UES performed the assessment as part of a due-diligence

process for the client who wanted to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser defense to CERCLA liability. Isabel played a vital role in the project, specifically assisting in constructing the Tracy Dirt Pit, LLC Initial Study.

197 W GRAND AVE- PHASE II, GROVER BEACH, CA

In April 2023, UES conducted a Phase II Environmental Site Assessment on a 0.979-acre property located at West Grand Avenue, Grover Beach, CA. The property was being used as an All-terrain-vehicle (ATV) commercial operation, involving ATV rentals, sales, parts, and mechanical upkeep. UES performed the assessment as part of a due-diligence process for our client, who was considering acquiring the property. The Phase II assessment was necessary following a Phase I due to potential vapor encroachment on the site. Isabel played a key role in the project, specifically focusing on reviewing and analyzing data related to vapor soils, as well as conducting data entry tasks.

889 OAK STREET- PHASE II, BAKERSFIELD, CA

In July 2023, UES Conducted a Phase II Environmental Site Assessment on a 0.64-acre property located at 889 Oak Street, Bakersfield, CA. During the assessment, the Property was being utilized as a motel and storage building. The Phase II assessment was necessary following a Phase I due to seven (7) historic listings founds considered to be possible RECs. Isabel played a key role in the project, specifically by arranging the surveys (GPR and soil vapor) and being on-site for them, communicating with the client and owner, and preparing to write the Phase II report.

1209 M STREET- PHASE I, BAKERSFIELD, CA

In June 2023, UES conducted a Phase I Environmental Site Assessment on a 0.14-acre property located at 1209 M Street, Bakersfield, CA. When the assessment was conducted the property was vacant and undeveloped. Isabel played a key role in the project, specifically by reviewing all the EDR documents for the subject site, conducting a physical site assessment of the property, communicating with the client, and writing the Phase I ESA report.



EDUCATION

MURP, Urban and Regional Planning Program, Graduate Studies, University of California, Los Angeles

BA, Social Design, Environmental Planning University of Hawaii at Manoa

YEARS OF EXPERIENCE

20

LICENSES & CERTIFICATIONS

Surveying Certificate, University of California, Davis

PROFESSIONAL AFFILIATIONS

American Planning Association

Association of Environmental Professional

UES HIRE DATE

09/05/2023

UES OFFICE

West Sacramento, CA

REFERENCES

Stephanie Hall, Planner, p. 909.350.6650

Brandi Jones, Irwindale Community Development Department - Planning Division, p. 626.430.2260

Michael Johnson, Managing Director, Development, p. 949.433.5127

KURT SCHLYER

CITY PLANNER / ENVIRONMENTAL PLANNER / PROJECT MANAGER

Kurt Schlyer is a CEQA/NEPA expert who has managed and written environmental documents for 20 years. As an Environmental Planner and Project Manager, Kurt has managed large teams of staff and technical sub-consultants on complex Environmental Impact Reports (EIR's) for large infrastructure and energy projects, developments, residential, commercial and mixed-use projects, pipeline, surface water, and basin-based development projects. His responsibilities encompass technical writing, environmental documentation preparation, and the stakeholder engagement process. His CEQA/NEPA experience includes Environmental Assessments/Initial Studies (EA/IS's) and Environmental Impact Statements and Reports (EIS/EIR's) throughout California and other areas in the United States including general plan amendments and specific plans, large residential development, in-fill projects, major public works, watersheds, infrastructure, and agricultural land conversion projects.

In his professional career, Kurt have been responsible for business development, client contact and contract negotiations. He has managed group sales and staffing utilization and marketing in support of both new and existing clients, managed staff marketing efforts, prepared proposals and SOQs, attended management meetings, and provided technical direction and oversight.

PROJECT EXPERIENCE

SUNNYDALE ELEMENTARY SCHOOL CEQA COMPLIANCE SERVICES, LANCASTER, CA

As Project Manager, Kurt is helping to prepare the environmental documentation for a new preschool, transitional kindergarten, and kindergarten classrooms for this elementary school campus. Pursuant to Board action, the Lancaster School District applied to the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Program in March 2023. The program provides one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool, transitional kindergarten, or kindergarten instruction. The District then received a State Allocation Board grant apportionment to construct seven new classrooms

at the school site, pursuant to State requirements.

LYNNWOOD UNIFIED SCHOOL DISTRICT - DEMOLITION AND RECONSTRUCTION PROJECT LYNNWOOD, CA

UES is preparing a comprehensive CEQA document involving the demolition of 120 classrooms and the reconstruction of 70 new ones. We are adhering to State and Local requirements, determining the necessary level of documentation for the three project phases. This involved coordinating with District staff, consultants, and state/local agencies, attending key meetings, and reviewing Project Documents at different design phases to assess impacts on character-defining features. Kurt is a Principal Project Manager.

KURT SCHLYER

CITY PLANNER / ENVIRONMENTAL PLANNER / PROJECT MANAGER, RESUME CONTINUED

PROJECT EXPERIENCE

LISA J. MAILES ELEMENTARY SCHOOL - TK MODULAR CLASSROOMS, MURRIETA, CA

UES successfully managed the preparation of the Notice of Exemption (NOE) for the shade structure improvement project in collaboration with Murietta Unified School District (District). Leveraging District documents, UES provided a detailed project description, outlining precise locations, boundaries, and physical characteristics, along with illustrations on maps or plans. Recommendations for categorical exemptions, including findings supporting CEQA exemption under relevant guidelines, were presented, encompassing Class 1- Section 15301 Existing Facilities, Class 2- Section 15302 Replacement or Reconstruction, and others. To support the Fair Argument for CEQA Exemption, UES conducted an Environmental Analysis, confirming no significant environmental impact. Documentation refuted exceptions such as sensitive location, cumulative impact, and others specified in CEQA exemption. UES staff streamlined the administrative process by preparing the forms. Kurt was a Principal Project Manager.

IRWINDALE BREW YARD DEVELOPMENT EIR

IRWINDALE, CA

Kurt is the Assistant Project Manager for the UES team that is preparing an Environmental Impact Report (EIR) in the City of Irwindale which aims to adopt a Specific Plan, create industrial and commercial lots, issue a Conditional Use Permit for quarry reclamation, and secure various approvals for this three-million SF, \$200 million project. The environmental services focus is to prepare an EIR that provides for sustainable mitigating components of the Specific Plan. UES staff are working with team members of the City to analyze resources, align with the City's vision, address issues proactively, maintain effective communication, and ensure on-time, on-budget project execution.

GENERAL PLAN UPDATE EIR - MONTEREY COUNTY

MONTEREY COUNTY, CA

Managed the update of the Monterey County General Plan; updated policy analysis and managed the writing of the Environmental Impact Report. This entailed

diverse coordination with County staff, agencies, sub consultants, and the Board of Supervisors. An additional subtask was the writing of a Vineyard Corridor Plan within the General Plan Update. This was done successfully and on schedule and required collaborating with the Vintners Association and County staff. The Winery Corridor Plan also required the development of additional policies that would mitigate for potential impacts and thus, allowed for a subsequent ministerial approval process.

ENVIRONMENTAL REVIEW OF EIS FOR GRAND

RONDE INDIAN TRIBE, RIDGEFIELD, WA

Reviewed the Environmental Impact Statement (EIS) prepared by the Cowlitz Indian Tribe in support of their Gaming Casino. The Grand Ronde Tribe did not want the casino built because it would infringe on their tribal rights and interfere with their own existing Casino. My role was to identify the "Fatal Flaw" that would preclude the EIS from moving forward (if possible). The Fatal Flaw that was identified was the misuse of a Memorandum of Understanding (MOU) between the Cowlitz Tribe and Clark County as mitigation in the EIS. The Western Washington Growth Management Hearing Board served an Order invalidating the MOU which in turn would hobble the EIS to the point of uselessness because the EIS could no longer rely on the MOU for mitigation.

SAN SEVAINE SUBSEQUENT PROGRAM EIR

COUNTY OF SAN BERNARDINO, CA

Managed and produced the Subsequent Program EIR while an Independent Consultant for RBF. This project focused on the expansion of the San Sevaire Redevelopment Boundary within the County of San Bernardino. The document was prepared and adopted on time and within budget despite numerous changes to the boundary while the document was under preparation. The potential impact of growth inducement was addressed programmatically throughout the document. The Final EIR required only a half page erratum for minor clarifications because the Draft EIR had addressed all other concerns. FEIR was certified.



EDUCATION

BS, Civil Engineering,
San Diego State University

YEARS OF EXPERIENCE

29

LICENSES & CERTIFICATIONS

OSHA 40-hour HAZWOPER
Strategies for Mold
Investigations and Sampling
Mold & Health Effects

UES HIRE DATE

04/11/1994

UES OFFICE

West Sacramento, CA

REFERENCES

Rob Cole, President Cole
Partners Development
Company, p. 916.273.4019
Joshua Tyler, Owner, Dorris
Lumber and Moulding
Company, p. 916.452.0377
Rick Toft, General Manager
City of West Sacramento,
p. 916.617.4880

MATTHEW TAYLOR

SENIOR ENVIRONMENTAL SCIENTIST

Matthew (Matt) Taylor has over 29 years of experience in environmental consulting, site characterization, remediation construction and system operations oversight, and regulatory compliance. He has performed groundwater pumping tests, air sparging, vapor extraction pilot tests, and feasibility studies and supervised remediation systems' construction, operation, and maintenance. Matt is also knowledgeable in the regulations and compliance issues regarding the waste characterization and protocols for obtaining approval for disposal of designated and hazardous wastes.

PROJECT EXPERIENCE**COSUMNES RIVER ELEMENTARY
SCHOOL, SLOUGHHOUSE, CA**

Matt serves as the Senior Environmental Scientist. UES provides Environmental Consulting Services to Elk Grove Unified School District (EGUSD) to monitor groundwater and collect groundwater samples. This sampling is completed annually in compliance with Central Valley Water Quality Control Board, Monitoring and Reporting Program (MRP) No. R5-2010-065. This work supports the operation of an on-site wastewater treatment system for the elementary school owned and operated by EGUSD.

FORMER WINTERS LANDFILL

WINTERS, CA

Matt serves as the Senior Environmental Scientist for this groundwater monitoring project at the Former Winters Landfill, an inactive Class III landfill. UES performs semi-annual groundwater monitoring and environmental consulting focused on obtaining regulatory closure of the landfill under Combined SWRCB/CIWMB Division 2, Title 27 Regulations for Solid Waste Disposal Sites.

PORT OF WEST SACRAMENTO

WEST SACRAMENTO, CA

Matt serves as the Senior Environmental Scientist for this project. UES has managed the groundwater extraction and treatment system at the Port of West Sacramento for many years. The scope of work includes semi-annual groundwater sampling, monitoring the groundwater extraction system, and performing weekly operations and maintenance activities at the treatment system. UES completes these activities in compliance with Central Valley Water Quality Control Board Monitoring and Reporting Program (MRP) No. R5-2017-0836.

D.A. ROMINGER & SONS, INC.

WINTERS, CA

Matt served as the Senior Environmental Scientist. UES' scope of services for the project included screening and supplemental investigations of soil and groundwater impacts, coordination and support of health risk assessment preparation, and evaluation and implementation of remedial measures for soil and groundwater cleanup.



EDUCATION

BS, Earth & Environmental Science, University of Nevada, Las Vegas

YEARS OF EXPERIENCE

4

LICENSES & CERTIFICATIONS

AHERA

- Certified Asbestos Contractor/Supervisor
- Certified Asbestos Building Inspector

ACI No. 02062048

- Aggregate Base Testing Technician
- Aggregate Level 1 Testing Technician

NAQTC No. NV002412

- Aggregate
- Sampling and Density
- Asphalt Extended

OSHA HAZWOPER 40-hour

UES HIRE DATE

05/13/2019

UES OFFICE

Irvine, CA

REFERENCES

Brandie Metcalf, Senior Marketing Specialist
Ultrasystems, p. 949.788.4900

MORGAN HAWKINS

STAFF SCIENTIST

Morgan Hawkins began at UES as an intern in the Geotechnical department bringing ArcGIS and geospatial experience to the team. Later, she officially joined the Environmental department where her duties and responsibilities as an Environmental Technician include preparing and writing Phase I Environmental Site Assessments, performing asbestos and hazardous materials inspections, and performing indoor air quality investigations. Morgan has a Bachelors of Science degree from the University of Nevada, Las Vegas in Earth & Environmental Science and has 4 years of professional experience.

REFERENCES CONTINUED Natividad Gamez Jr., President 24-7 Drilling, p. 760.250.8320; Craig Siqueland, Senior Project Manager RMS Project Management, p. 818.809.9339

PROJECT EXPERIENCE

DON BOSCO SCHOOL HAZARDOUS MATERIALS SURVEY ROSEMEAD, CA

As a Staff Scientist, Morgan collected soil samples for lead content analysis. She managed the soil samples, for this historical school building demolition.

LAC SHERIFF'S FIRING RANGE SOIL SAMPLING, CASTAIC, CA

As a Staff Scientist, Morgan collected soil samples for lead content analysis. She managed the soil samples, prepared chain-of-custody reports, created georeferenced maps, analyzed laboratory results, and wrote the final report.

BEAUMONT LIBRARY RENOVATION - HAZARDOUS MATERIALS INSPECTION BEAUMONT, CA

As a Staff Scientist, Morgan performed and assisted in the asbestos inspection. She conducted site reconnaissance to determine what materials to sample and collected the asbestos samples. Also, Morgan

managed the asbestos samples and created georeferenced maps.

PHASE I ESAS

LAS VEGAS & CLARK COUNTY, NV

Morgan has performed numerous Phase I ESAs following ASTM 1527-13 throughout the Las Vegas Valley. Properties included undeveloped land, commercial, residential, and industrial locations.

ASBESTOS PROJECTS

LAS VEGAS & CLARK COUNTY, NV

Morgan has performed and assisted in several asbestos inspections in accordance with AHERA and NAC 618. Sites have included properties within occupied commercial buildings and vacant buildings for renovation/demolition. Collects materials determined to be sampled, manages asbestos samples, writes reports containing analytical results, and creates sample location maps and site maps.



EDUCATION

BS, Environmental Studies,
Minor in Ethic Studies,
California State University of
Sacramento

YEARS OF EXPERIENCE

1 year

LICENSES & CERTIFICATIONS

OSHA

- 10-hour
- HAZWOPER 40-hour

UES HIRE DATE

11/06/2023

UES OFFICE

Escondido, CA

REFERENCES

Todd Wood, p. 661.302.5659

Cam Boyd, p. 805.538.3137

Steve Noel, p. 760.535.7847

CAGNEI DUNCAN

ENVIRONMENTAL SCIENTIST

Cagnei Duncan is a motivated Environmental Scientist in training with a Bachelor of Science in Environmental Studies. Through coursework in sustainability sci & policy, restoration ecology, environmental ethics, and environmental field methods, Cagnei has developed a well-versed understanding of environmental processes and their implications. She is experienced in EDR document review and writing ESA reports. Other aspects of her work include working on Initial Study Reports and marking and ticketing for soil samples.

PROJECT EXPERIENCE

3051 SOUTH TRACY BOULEVARD- PHASE I, TRACY, CA

For this project, UES conducted a Phase I Environmental Site Reconnaissance Assessment on a 99.13-acre property. The property used to be an aggregated mining site and is now undergoing a dirt-fill operation to create new agriculture opportunities. UES performed the assessment as part of a due-diligence process for the client who wanted to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser defense to CERCLA liability. Cagnei played a key role in the project, specifically assisting in the construction of the Tracy Dirt Pit, LLC Initial Study report.

171 NORTH 2ND STREET- PHASE I AND II, GROVER BEACH, CA

UES conducted a Phase I and II Environmental Site Assessment on a .15-acre property. During the assessment, the property was being utilized to store All-Terrain-Vehicles (ATV) from a previous commercial operation. The purpose of the ESA was to identify any possible RECs on or near the subject property. It was then that RECs were identified leading to a need for a Phase II of the project. Cagnei played a key role in performing the Phase I site reconnaissance of the subject property and in marking and ticketing the Underground Service Alert for the auguring of soil samples.

14327 SOUTH VINELAND ROAD- PHASE I, BAKERSFIELD, CA

UES conducted a Phase I Environmental Site Assessment on a 6.99-acre school facility. The school is looking to expand their number of classrooms. Cagnei reviewed all of the EDR documents for the subject site and assisted in writing the Phase I ESA report.

TAB 4
FEE PROPOSAL



UES
2400 Celsius Avenue, Unit J
Oxnard, CA 93030
P. 661.619.2152 | TeamUES.com

August 28, 2024

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

Attention: Patricia Raphael Garcia, Account Manager
praphael@cfwinc.com

Reference: **Proposal**
Oxnard School District –DTSC compliance services for Reconstruction of Dr. Lopez Academy
647 W Hill Street
Oxnard, CA 93033
Proposal No: 4540.0824.00006

As requested, Nova Geotechnical and Inspections Services- So Cal dba UES (“UES”) is pleased to present this proposal to provide a Phase I environmental Site Assessment (ESA) for the referenced project above. The purpose of our services will be to identify and evaluate potential sources of hazardous or toxic materials on or adjacent to the site. This letter describes our understanding of the project, our scope of services, schedule, and fees.

PROJECT INFORMATION

UES was provided with several documents for review in preparing this proposal.

- Oxnard SD_RFP_Lead Asbestos Haz Mat Testing- DTSC Compliance_ August 2024

It is our understanding that the proposed project would consist of the reconstruction of Dr. Lopez Academy. The reconstruction strategy would consist of a new facility at the existing school site to accommodate 750 Students for grades 6-8. The existing academic facility is set to be demolished and playing field/hardcourts will be constructed in its place.

PURPOSE

The purpose of a Phase I Environmental Site Assessment (ESA) is to identify any Recognized Environmental Conditions (RECs) that may be present at the subject property due to past or current uses, as well as any RECs that may exist at nearby properties and could potentially impact the conditions at the subject property.

This report is intended to help the user meet the requirements for qualifying as an innocent landowner, contiguous property owner, or bona fide prospective purchaser under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Additionally, it fulfills the obligation of conducting All Appropriate Inquiry (AAI) into the previous ownership and use of the subject property in accordance with established commercial or customary practices. By meeting these criteria, the report also enables the user to benefit from liability protections under the innocent landowner, bona fide prospective purchaser, and contiguous property owner defenses.



Environmental Proposal – Oxnard SD, Dr. Lopez Academy

Proposal No. 4540.0824.00006

August 28, 2024

Page 2

PROPOSED SCOPE OF SERVICES

The Phase I Environmental Site Assessment (ESA) will be conducted in accordance with the standards and procedures specified in ASTM E1527-21.

The assessment process will encompass the following steps:

- Conduct an on-site reconnaissance of the property, including a cursory review of adjacent properties;
- Pertinent interviews with owners/occupants, property manager, or neighboring businesses to gather information on the historical use of the subject property and the vicinity;
- A review of various Local, State, Federal and Tribal databases will be conducted to help identify RECs in connection with the subject property and nearby properties; the search will include all databases required by ASTM E1527-21, including minimal required search distances from the center of the subject property and several supplemental databases.
- Preparation of a final report that presents the findings of the assessment, supported by relevant documentation.

SCHEDULE AND REPORTING

Within approximately 15 business days after receipt of notice to proceed, the final report will be provided to the Client in PDF format. If requested, 3 printed copies will also be prepared and held for pick up at our office or sent via first class mail. This report will detail the results of this assessment, based upon the scope of the work described herein. Although not required by ASTM E1527-21, UES may provide recommendations, where appropriate, should environmental concerns be identified during the assessment. If recognized environmental conditions as defined by ASTM E1527-21 are determined to exist on the subject property, the report will not address areas of potential liability or potential costs associated with further site assessment or remediation work which may be recommended because these are not part of the Phase I ESA scope of work. However, at the request of the client, we would be pleased to provide supplemental proposals to develop these opinions and costs.

ASSUMPTIONS

- Client must provide the right of entry to conduct the assessment on a mutually agreed date.
- No known sources or possible sources of contamination will be obstructed or obscured by materials or equipment.
- If there are any restrictions or special requirements regarding the site, these should be made known to UES by the Client prior to commencing the assessment work.
- Interviewees will not withhold information from or intentionally mislead the interviewer.



Environmental Proposal – Oxnard SD, Dr. Lopez Academy

Proposal No. 4540.0824.00006

August 28, 2024

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USER-PROVIDED INFORMATION

Unless provided by the Client at the time of project authorization or unless the Client signs below in this section, the Phase I ESA report will state that the following information was not provided:

1. Specialized knowledge or experience material to recognized environmental conditions in connection with the site.
2. Actual knowledge of environmental liens or activity and use limitations encumbering the site or in connection with the site.
3. Reason for significantly lower purchase price due to the presence of hazardous substances or petroleum products.
4. Commonly known or reasonably ascertainable information within the local community about the site that is material to recognized environmental conditions in connection with the site.
5. Proceedings involving the site including pending, threatened or past environmental litigation, proceedings or notices of possible violations of environmental laws or liability in connection with the site.
6. Recorded land title records and lien records recorded against the site to identify environmental liens and activity and use limitations.

Client agrees that they have **NO KNOWLEDGE** of the above-listed items 1 - 6:

CLIENT: _____

Printed Name: _____ Title: _____

Client agrees that they **HAVE KNOWLEDGE** of **ONE OR MORE** the above-listed items 1 - 6 and will provide supporting documentation:

CLIENT: _____

Printed Name: _____ Title: _____



Environmental Proposal – Oxnard SD, Dr. Lopez Academy

Proposal No. 4540.0824.00006

August 28, 2024

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GENERAL COMMENTS

The analysis, comments, and recommendations presented in the final report will be based on the information collected as discussed in this proposal. Please note that UES does not warrant the work of regulatory agencies or other third parties supplying information used in the preparation of reports. Phase I ESAs cannot completely eliminate the risk of a recognized environmental condition existing on the site. UES cannot be held responsible for facts or evidence which were deliberately obscured or for information withheld from us during interviews and/or the site visit.

The proposed Phase I ESA does not include evaluation of business environmental risk. The limitations of this assessment should be recognized. As a general rule, no considered opinions can be issued regarding a qualitative or quantitative extent of contamination on a property without an appropriate scope of work which includes intrusive exploration, monitoring, and chemical analysis. Even then, it should be understood that there is no guarantee that any site would be free from contamination, particularly where contamination is localized or at concentrations below standard analytical detection limits. UES will provide its best professional judgment and will perform the agreed-upon services in accordance with generally accepted consulting practices and procedures.

COST OF SERVICES

The Lump Sum fee for completing this Phase I Environmental Site Assessment is \$2,400.

The fee assumes that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by UES personnel. Should conditions be encountered which require additional services, we will contact you prior to initiating such work, explain the situation, and negotiate additional costs beyond those proposed herein.

****Should Lead-Based Paint and Asbestos-Related consulting be required, services will be charged at a time and materials rate. UES Schedule of Fees is attached. ****



Environmental Proposal – Oxnard SD, Dr. Lopez Academy

Proposal No. 4540.0824.00006

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CLOSURE

This proposal is valid for 3 months. If client does not accept this proposal or UES does not initiate services within that time period, client must give UES an opportunity to review the proposed scope of work and fee to determine whether or not modifications need to be made and/or a new proposal drafted and submitted for client's review. We can initiate services based on an oral notice to proceed; however, written notification must be received within 3 business days of the oral notice to proceed.

We appreciate the opportunity of submitting this proposal and are available to discuss the details with you. Our Terms and Conditions are considered a part of this proposal and have been attached for your review. To authorize us to proceed with the proposed services, please indicate by initialing and signing the attached Terms and Conditions and return one executed copy of this agreement to us.

Respectfully,

UES



Tara Butler
Area Business Development Manager



Isabel Ramos
Staff Scientist



2024 SCHEDULE OF FEES FOR ENVIRONMENTAL SERVICES

Professional Fees	
Discipline	Rate (per hour)
Principal Engineer	\$225.00
Registered Geotechnical Engineer/ Registered Engineering Geologist	\$175.00
Sr. Project Manager	\$170.00
Project Manager	\$160.00
Sr. Staff Professional	\$135.00
Lead/Asbestos/Air Sampling	\$140.00
Staff Professional (Mapping/Engineer/Geologist/Scientist)	\$150.00
CAD/GIS	\$120.00
Field Technician	\$95.00
Technical Drafter	\$85.00
Administration	\$65.00

Equipment Fees		Reimbursed Items	
Description	Rate	Description	Rate
PID	\$200/day	Mileage	Federal Rate
Water Level Meter	\$100/day	Vehicle Onsite (hourly)	\$10/hour
GEM	\$500/day	Vehicle Onsite (daily)	\$60/day
FID	\$300/day	Subcontractor Fees	Cost + 15%
Air Sample Pump and Vacuum Chamber	\$100/day	Per Diem Meals + Incidentals	Federal Rate (varies per location)
Cassettes	\$50/day	Per Diem Lodging	Federal Rate (varies per location)
Draeger Tubes	\$50/day		
Hand Auger	\$100/day		
Lead Wipe Sampling Kit	\$50/day		
Mold/Fungal Sample Kits	\$50/day		
Stormwater Sampling Kit	\$250/day		
Bailers	\$50/each		
Soil Sampling Kits	\$200/day		
Oil/Water Interface Probe	\$90/day		
Multi-Meter w/ Flow Through	\$200/day		
pH/Conductivity/Temp Meter	\$50/day		
DO Meter	\$50/day		
Data Logger/Transducer	\$80/day		
OVM	\$120/day		
Generator	\$70/day		
PetroFlag Kit	\$20/sample		
Single-Use Bailers	\$12 each		
Level B PPE	\$500/day		
Level C PPE	\$75 each		
Level D Tyvex	\$10 each		
Sampling Tubes/Brass	\$10 each		
Sampling Tubes/Stainless	\$15 each		
Submersible Pump	\$50/day		
Peristaltic Pump	\$60/day		
Low Flow Pump	\$125/day		
Air Sample Bag	\$20 each		
Pump Controller	\$125/day		
Powered Drill	\$50/day		
Sub-Slab VaporPin	\$25/point		
Water Sampling Kit	\$15 each		
Trimble GPS Unit	\$120/day		

TAB 5
NON-COLLUSION DECLARATION

NON-COLLUSION DECLARATION

ATTACHMENT C

NON-COLLUSION DECLARATION (Public Contract Code Section 7106)

The undersigned declares:

I am the Area Business Development Manager of UES, the party making the foregoing
[Title] [Name of Firm]

bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid/proposal. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted its bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 08.29.2024,
[Date]

at Oxnard, CA.
[City] [State]

Date: 08.29.2024
Proper Name of Bidder/Proposer: UES
Signature: Tara Butler
Print Name: Tara Butler
Title: Area Business Development Manager

END OF DOCUMENT

TAB 6

CERTIFICATIONS REGARDING LOBBYING ACTIVITIES,
DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

CERTIFICATIONS REGARDING LOBBYING ACTIVITIES, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

ATTACHMENT D

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

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

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

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

Organization:

UES

Street address:

2400 Celsius Avenue, Unit J

City, State, Zip:

Oxnard, CA 93030

Certified by: (type or print)

Tara Butler

Title

Area Business Development Manager

Signature



Date

08.29.2024

Disclosure of Lobbying Activities

Approved by OMB
0348-004

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

1. Type of Federal Action: <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	2. Status of Federal Action: <input type="checkbox"/> bid/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	3. Report Type: <input type="checkbox"/> initial filing <input type="checkbox"/> material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  <hr/> Print Name: Tara Butler <hr/> Title: Area Business Development Manager <hr/> Telephone No.: <u>661.619.2152</u> Date: <u>08.29.2024</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Debarment, Suspension, and Other Responsibility Matters

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

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

Contractor/Company Name

UES

Award Number, Contract Number, or Project Name

Lead, Asbestos, Hazardous Materials Testing / DTSC Compliance Services for Reconstruction of Dr. Lopez Academy

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

Tara Butler | Area Business Development Manager

Signature(s)



Date

08.29.2024

TAB 7

COMMENTS TO FORM OF AGREEMENT

ATTACHMENT A

UES does not have any comments or objections to Attachment A.



Learn more at TeamUES.com

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #24-139 with Kenco Construction Services, Inc. to Provide Inspector of Record (IOR) Services for the McAuliffe Elementary School Modernization Project (Mitchell/Miller/CFW)

The McAuliffe Elementary School modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM Academy and piano labs, and improves support spaces to comply with the District's vision and specification for 21st Century K-5 classrooms and support school facilities.

In August 2024, the District released a Request for Proposals (RFP) for Project Inspection Services (IOR) for the upcoming District's modernization projects at Ritchen Elementary School and McAuliffe Elementary School. Six firms submitted proposals and the proposals were reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with Kenco Construction Services, Inc. to provide IOR services for the McAuliffe Elementary School Modernization Project.

Term of Agreement: December 15, 2024 through August 31, 2026

FISCAL IMPACT:

\$150,000.00 - Enhanced Master Construct Program funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in consultation with CFW, that the Board of Trustees approve Agreement #24-139 for Inspector of Record (IOR) Services with Kenco Construction Services, Inc. for the McAuliffe Elementary School Modernization Project.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-139, Inspector of Record \(IOR\) Svcs - McAuliffe Elementary School Modernization Project \(15 Pages\)](#)
[Statement of Qualifications \(36 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

a. Commercial General Liability Insurance. Provider shall procure and maintain. during the term of this Agreement, the following General Liability Insurance coverage:

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

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

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

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



DSA INSPECTIONS / MANAGEMENT

www.kencoconstructionserves.com

DSA Project Inspection - Management - Consultants

Division of the State Architects

"Building Safer Schools"

"Statement of Qualification"

For DSA Inspection Services

Oxnard School District

Ritchen Elem. and McAuliffe Elem.

Due Date: September 9, 2024 1:00pm.

Attention: Gerald Schober – VP

"Proactive, not Reactive"

Kenco Construction Services, Inc.

*Main Office: 4664 Romola Ave.
La Verne, Ca. 91750*

Phone: (714) 981-2752

*Central Coast: 1129 Village Dr.
Santa Maria, Ca. 93455*

kenhinge@kenco-inc.com

DSA

Ken Hinge – President



DSA INSPECTIONS / MANAGEMENT

No Job's to Big!

Jewish Home Hospital, Reseda, Ca.



Rio School District, Oxnard

No Job's to Small!





DSA INSPECTIONS / MANAGEMENT

“Building Safer Schools”

Los Angeles – Orange – San Bernardino - Santa Barbara – Ventura – Atascadero - North Counties

www.kencoconstructionservices.com

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Driffill Elementary – Oxnard Elementary School District.



KENCO Construction Services, Inc.

Main Office: 4664 Romola Ave. La Verne, Ca. 91750

(714) 981-2752 kenhinge@kenco-inc.com (626) 625-6965 jbarnes@kenco-inc.com



DSA INSPECTIONS / MANAGEMENT

"Building Safer Schools"

Los Angeles – Orange – San Bernardino - Santa Barbara – Ventura – San Joaquin - North Counties

www.kencoconstructionservices.com

Letter of Interest for DSA Inspection

To: Gerald Schober – CFW - VP

Project: Oxnard School District – Ritche ES and McAuliffe ES - Modernization

08-20-24

Dear Gerald Schober

KENCO Construction Services, Inc. is very interested in being part of your upcoming district wide construction projects including the Design Team. I'm requesting the opportunity to be considered for all upcoming construction projects for the **Oxnard School District**. We are qualified to provide all your needs regarding DSA Inspection, QA & QC, and/or consulting. This SOQ will provide you with the information needed to give you an entire view of *KENCO Construction Services, Inc.* including contacts for recommendations to make your decision.

Please know that our Firm is a very experienced, respected, and DSA qualified Inspection Firm that was established in 2002. We offer much more than DSA Inspections, we provide inspector oversight, constructability review, QC/QA, and a DSA document/close-out coordinator at no additional cost to the district. Our goal is to ensure a successful and DSA certified project. We are a Central Coast, Ventura, San Joaquin Valley, Riverside, and Los Angeles County based State Certified Inspection Firm with both General Liability and Professional Liability (errors and omission) insurance. We also have many references and recommendations from many School Districts, Architects, and Contractors. We are fully educated and experienced in all DSA procedures and the electronic DSA "Box" and have our own DSA Compliance Officer on staff. Our relationship with DSA and all DSA field engineers is exceptional.

KENCO has never been named in a lawsuit. *KENCO* has never been in any litigation and is not aware of any pending litigation. *KENCO* has never had any personnel removed from any project either by the District or DSA. *KENCO* has been brought in by other Districts to replace other inspection firms or inspectors and we have been hired to close out other inspector's project, including legacy projects.

I want to say thank you for allowing us this opportunity to show our firm. I look forward to meeting with you and the design team for your upcoming projects.

I am the owner and authorized to bind the firm by Agreement. I acknowledge the information contained in this proposal to be true and accurate.

Sincerely,

Kenneth Hinge

Ken Hinge, President

FEIN #27-2782038

(714) 981-2752

kenhinge@kenco-inc.com

Page 1

KENCO Construction Services, Inc.

4664 Romola Ave. La Verne, Ca. 91750

Phone: (714) 981-2752 - e-mail: kenhinge@kenco-inc.com



DSA INSPECTIONS / MANAGEMENT

"Division of the State Architects"

Los Angeles – Orange - Santa Barbara – San Joaquin– San Luis - Ventura & North Counties.

"Our Mission is Three-Fold,"

1. Provide Quality Control for all Specifications, Contract Documents & Code Compliance.
2. Provide professional proactive experience and knowledge from the field to the Design Team.
3. Provide complete documentation to ensure the successful completion of all projects, insure cost effectiveness, and document the entire history of the project to avoid litigation.

KENCO Construction Services, Inc. is committed to providing quality DSA certified inspection and/or management for all types of construction. Our project management experience and actual construction experience is tremendously important to avoid many problems, especially those costly unforeseen conditions. This is also extremely important in avoiding unjustified change orders and becomes very helpful to Architects, Structural Engineers, and anyone in the Design Team. *KENCO* inspectors will make the project run more efficiently, cost effective, and improve the quality of work. Protocol clearly indicates that the Architect will interpret the contract documents, the Architect and District shall set the standards for Quality Assurance and Quality Control, and the CM shall be the focal point for communications and implementation of duties. But the IOR will document the project, ensure DSA requirements, and enforce codes and standards. Documentation is a must, and we provide detailed, ongoing daily historical reports both digitally and electronically. Our policy is to provide experienced and constant supervision of all scopes of work and to insure proper workmanship, code compliance and documentation, including "As-Build's". Our experience shows that our proactive approach, rather than reactive, has helped everyone to complete a successful project. We're fully aware of close out procedures and I am committed to insuring a successful close out process, including helping with any outstanding items with DSA.

KENCO provides our own oversight and management of all our inspectors at no additional cost to our clients. I am committed to regular site visits during the project to ensure DSA compliance by our inspectors and to help resolve any issues that may arise. *KENCO* will always follow up after a project completion to ensure that a DSA Form-6PI will be provided when appropriate. Our firm will be available to help begin a project, offer drawing constructability review, and help get your project certified upon completion.

My career in construction exceeds 35 years of experience. Please let us provide you with an interview and proposal. Our pricing is very competitive and negotiable. Every project has its own special needs, and we are here to help. Thank you.

Sincerely,
Ken Hinge, President
DSA Certification #4922

Kenneth Hinge

Jeff Barnes, EVP
DSA Certification #5919

Page 2.

KENCO Construction Services, Inc.
4664 Romola Ave. La Verne, Ca. 91750
Office: (714) 981-2752 - e-mail: kenhinge@kenco-inc.com

Dos Pueblos High School – Santa Barbara



San Marcos High School – Santa Barbara





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"Building Safer Schools"

Los Angeles – Orange – San Bernardino - Santa Barbara – Ventura – San Joaquin - North Counties

Identification and size of Personnel

Company: **KENCO Construction Services, Inc.**
 President – Kenneth Hinge
 Vice President – Jeff Barnes
 Officer - Heather Barnes
KENCO is a minority / women owned small business.

Main Address: 4664 Romola Ave.
 La Verne, Ca. 91750
 Office: (714) 918-2752
 E-mail: kenhinge@kenco-inc.com

Coastal County Office: 1129 Village Dr.
 Santa Maria, Ca. 93455

Licenses: DSA Class 1 Certification - #4922. DSA Class 1 Certification - #6178
 FEIN # 27-2782038
 SOS Corp. # 3245180

Contact Information: Ken Hinge - President
 Office: (714) 981-2752. e-mail: kenhinge@kenco-inc.com
 Jeff Barnes – EVP & Los Angeles Project Manager
 LA Office: (626) 625-6965. E-mail: jbarnes@kenco-inc.com
 Web Site: www.kencoconstructionservices.com

Number of Consultants: 2 – Project Engineers, DSA Compliance Directors/Managers

Number of Inspectors: 6 – Class 1 Inspector. 2 – Class 2 Inspectors. 2 – Class 3 Inspectors.
 KENCO has access to many more inspectors; however we have a very stringent Interview and experience process and only use KENCO certified inspectors.

Number of Managers: 2 – Inspector Manager – Owner’s Representatives.

Number of Office personnel: 1 – Billing and Office Manager.

Insurance and Litigation Disclosures: *KENCO Construction Services* carries over \$1,000,000.00 in General Liability Insurance and \$1,000,000.00 in Professional Liability (Errors and Omissions) Insurance, including auto insurance, all with a \$2,000,000.00 aggregate amount. All our consultants/inspectors are required to carry their own auto insurance. Upon execution of any contract, *KENCO* shall submit all required certificates with the listed provisions to the District/Client.

In today’s litigation environment, observation of a project is not enough. More and more, Contractors are becoming knowledgeable of public contract law and many go into a project with the intent of earning profits thru Change Orders and extensions of General Conditions. Many Contractors make it common practice to document everything the District or CM’s do to show damages to the Contractor. Many Contractors are aware that if they can cloud the issues regarding a project, many Districts will settle a claim rather than enter into a costly law suits. *KENCO* Construction Services provides documentation both electronic and digital that will assist the District/Client in countering costly contractor claims.

KENCO was established in 2002, and since that time, we have never been named in a lawsuit. *KENCO* has never been in any litigation and is not aware of any pending litigation. *KENCO* has never had any personnel removed from any project either by the District or DSA. *KENCO* has been brought in by other Districts to replace other inspection firms or inspectors and we have been hired to close out other inspector’s project.

KENCO Construction Services, Inc.

Main office: 4664 Romola Ave. La Verne, Ca. 91750

(714) 981-2752 - kenhinge@kenco-inc.com (626) 625-6965 jbarnes@kenco-inc.com



DSA INSPECTIONS / MANAGEMENT

EXPERIENCE RECORD SUMMARY

PROJECT INSPECTIONS - PROJECT MANAGEMENT - CONSULTANTS

DSA INSPECTIONS

"Division of the State Architects"

Orcutt Union School District Orcutt Academy & MPR 19/Six Architects	06-01-22 to 01-01-24 DSA #03-121912
Hueneme Elementary School District Various Projects 19/Six Architects	01-01-19 to 01-01-24
Oxnard Elementary School District Rose Ave. Elem. New Campus IBI Architect Group	DSA #03-119284 10-28-21 to 10-01-23
Allan Hancock College Safety Modular - Lompoc Baseball Restroom Bldg. Santa Maria Stagecraft Bldg. Santa Maria Concession Bldg. Santa Maria Campus Wide Solar Arrays – Santa Maria	10-01-20 to 10-28-21 03-01-21 to 01-01-22 01-01-22 to 05-01-23 01-01-22 to 04-01-23 06-01-22 to 12-01-23
Orcutt Union School District OJHS Admin Bldg. Orcutt Innovation Center Olga Reed Cafeteria Nightingale ES Kindergarten bldgs. 19/Six Architects	12-01-19 to 12-01-20 01-01-20 to 01-01-21 04-01-20 to 06-01-22 02-01-20 to 01-01-22
Occidental College De Mandel Aquatics and Tennis Court Cumming Group	12-01-17 to 12-01-19
UC Davis ANA Facilities, Planning, & Management – Santa Paula Facilities - Jeff Couture Hopland Cell Tower, Electrical, & Watershed	6-01-17 to 10-01-17 6-01-19 to 10-01-19
Rio School District – Oxnard, Ca. New S.T.E.A.M K-8 School Campus. Facilities – Charlie Fichtner Architect – Architects 4 Education, Pasadena, Ca. Structural Engineer – KPFF Consulting, Pasadena, Ca.	1-01-17 to 8-01-18 DSA Application #03-117021 Est. Cost: \$ 40 million
Oxnard Elementary School District Elem Street Elementary new campus Architect – SVA Architects, Inc. Structural Eng. – Petra Structural Engineering	1-15-17 to 10-01-18 DSA Application #03-116407 Est. Cost: \$20 million
Orange Unified School District HVAC upgrades at 3 sites. Mechanical Engineer – Zak Mohammedi Eng.	12-01-16 to 7-30-17 DSA Application #04-115656 Estimated cost: \$1.9 million.

Santa Maria Bonita School District	7-01-16 to 9-01-16
18 Portables, walk-in, and site work at 15 different sites.	DSA A# 03-116518, 116875, 116876, 116877
Facilities – Scott Roy	116879, 117071, 72, 73, 74, 117119, 117120
Architect – PMSM Architects	03-117204. Est. Cost: \$8 million
Ventura Unified School District	7-01-16 to 10-01-16
Will Roger, Ventura Charter, & Atlas Elem.	DSA A# 03-117056 & 03- 117059
Modernization, new mod. bldgs. & site work	Est. Cost: \$7 million
Facilities – Terri Allison	
Architect – KBZ Architects	
Oxnard High School District – Oxnard	4-1-14 to 6-01-16
Rancho Campana High School – Camarillo	DSA Application #03-114964
New High School, 9 bldgs. & Performing Arts Theater.	Est. Cost: \$85 million
Facilities – Steve McFarland	
Architect – HMC Architects	
KPFF – Structural Engineer	
Hueneme Unified School District	1-01-15 to 8-24-15
EO Green & Art Haycox Elementary Schools	DSA Application #03-116021 & 03-116020
2 new 2 story classroom bldgs.	Est. Cost: \$7 million
Facilities – Christine Walker	
Architect - PMSM	
Santa Barbara Unified School District	4-1-14 to 6-01-15
Dos Pueblos High School – Shower & Locker bldg..	DSA Application #03-115434
Facilities – Carl Mayrose	Est. Cost: \$900,000.00
Architect – KBZ Architects	
Lompoc Unified School District	1-01-14 to 11-01-14
District Central Kitchen Renovation	DSA Application #03-115268
Facilities – Stuart Hauck	Est. Cost: \$1.2 million
Architect – KBZ Architects	
Oxnard High School District – Oxnard	5-01-13 to 1-30-14
Camarillo High Aquatics Center & Hueneme High Aquatic Center	DSA Application #03-114471
Facilities – Steve McFarland	and #03-114472
Architect – Blackbird Architects	Est. Cost: 6.2 million
Rio School District – Oxnard, Ca.	1-01-13 to 9-1-13
Rio Real Elementary – Kitchen/Culinary renovation.	DSA Application #03-114443
Facilities – Charlie Fichtner	Est. Cost: \$900,000.00
Architect – RNT Architects	
Oxnard Elementary School District	7-13-12 to 1-9-14
Driffill Elementary School	DSA Application #03-113652
District Facilities – Jorge Gutierrez	Est. Cost: \$ 26 million
Architect - Flewelling & Moody	
New School bldg. – 27 classrooms & Admin.	
Santa Barbara School District	7-1-12 to 6-1-13
San Marcos High School – New Health Academy Bldg.	DSA Application #03-110488
Facilities – Carl Mayrose	Est. Cost: \$5.6 million
Architect – KBZ Architects	
Templeton Unified School District	2-01-12 to 8-01-12
TES & TMS Modernization Project	DSA Application #01-109527
Phase I & II	DSA Application #01-110185
District M&O Director – Andrew Cherry	Est. cost \$2.2 million
Architect: PMSM Architects	

Oxnard High School District	2-01-11 to 12-1-12
Channel Island High School – New Auto Shop	DSA Application: #03-113024
Rio Mesa High School – Culinary Arts Classroom	DSA Application: #03-113010
District Representative: Stephen Mc Farland	Est. Cost: \$7.5 Million
Oxnard High School District	9-20-10 to 2-13-11
Rio Mesa High School – Culinary Arts Classroom	DSA Application: #03-113010
Channel Island High School – CTE Auto Shop	DSA Application: #03-113024
Adolfo Camarillo High School – Snack Bar	
DSA Field Engineer: Andy Widjaja	Est. Cost: \$5.4 million
Santa Barbara School District	8-01-11 to 2-10-12
San Marcos High School – New Classroom Bldg, Mod, & Sitework	
Architect: KBZ Architects Inc.	DSA File: #42-H3
Structural Engineer: Kanda & Tso Associates	DSA Application: #03-110488
District Representative: Carl Mayrose	
DSA Field Engineer: Andy Widjaja.	Est. Cost: \$7.3 million
Santa Barbara School District	7-08-10 to 11-01-11
Dos Pueblos High School – Engineering Academy Bldg.	
Architect: KBZ Architects Inc.	DSA File: #42-H3
Structural Engineer: Kanda & Tso Associates	DSA Application: #03-112001
DSA Field Engineer: Andy Widjaja	Est. Cost: \$5.2 million
Rio School District	6-01-09 to Present
Modernization Projects (@ various sites)	
Architect: Amador, Whittle Architects – Ventura	DSA File: # 56-26
DSA Field Engineer: Andy Widjaja	DSA Application: # 03-112152
2 Science labs, New Modular bldgs.	Est. Cost: \$2.6 million.
Santa Barbara School District	1/21/08 to 6-01-09
Modernization Projects (@ various sites)	
Architect: KBZ Inc.	DSA File: # 42-H3
DSA Field Engineer: Andy Widjaja	DSA Application: # 03-112213
	Total Est. Cost: \$20 million
La Paz Intermediate School	7/01/07 to 1/18/08
Class 1 New Gym & Learning Center	
Saddleback Valley Unified School District	Wood Framing, Cast in place Concrete.
Architect: Westberg – White Inc.	Masonry, Structural Steel,
Structural Engineer: KNA	DSA File # - 30-47
DSA Field Engineer: Jay Kinhal	DSA Application # - 04-108075
	Est. Cost: \$5.6 million
Santa Barbara High School (#18)	2/01/07 to 7/01/07
ADA Concrete Access Ramp/Retaining Walls/ Storm Drain System.	
Santa Barbara High School District. Architect: KBZ Inc.	Structural Engineer: Morgan Jones
Civil Engineer: Flowers and Associates	DSA File # - Pending
DSA Field Engineer: Andy Widjaja	DSA Application # - Pending
	Cost: \$550,000.00
Santa Barbara High School (#17)	5/15/06 to 7/21/07
Modernization – Phase I & II.	
Santa Barbara High School District	DSA File – #42-H3
Architect: KBZ Inc.	DSA Application - #03-107791
Structural Engineer: Kanda & Tso Ass.	
DSA Field Engineer: Andy Widjaja	Cost: \$4,561,900.00
Santa Barbara Junior High School (#16)	6/19/06 to 8/31/06
ADA Concrete Entry Ramp/Tile/Masonry/Site Work.	
Santa Barbara High School District	DSA File - #42-H3
Architect: KBZ Inc.	DSA Application - #03-109078
Structural Engineer: Kanda & Tso Ass.	
DSA Field Engineer: Andy Widjaja	Cost: \$229,950.00

<p>Santa Barbara Junior High School (#15) Complete Automated Fire Alarm System. Santa Barbara High School District Architect: KBZ Inc. DSA Field Engineer: Andy Widjaja</p>	<p>8/08/05 to 6/30/06 DSA File - #42-36 DSA Application - #03-107465 Cost: \$500,000.00</p>
<p>Jewish Home Hospital – Reseda, Ca. Project Manager for Sanie Mfg. Managing the fabrication and installation of all miscellaneous structural steel, stairs, canopy's, rails, ext.</p>	<p>4-01-05 to 8-01-06 Cost: \$45 million</p>
<p>Santa Barbara High School (#14) Infrastructure Upgrade / New Class 1 bldg. Architect: KBZ Inc. Structural Engineer: Kanda & Tso Associates DSA Field Engineer: Andy Widjaja</p>	<p>5/10/05 to 8/25/06 DSA Application - #03-107519 DSA File - #42-H3 Cost: 2.6 million</p>
<p>California High School (#13) New Class 1 Masonry Bldg. Whittier Unified High School District Architect: Flewelling & Moody, Lisa Augular Structural Engineer: Grossman & Speer Associates DSA Field Engineer: Manlio Roy</p>	<p>2/01/05 to 5/10/05 DSA File - #19-67 DSA Application - #03-107788 Cost: 1.3 million.</p>

Note: Further detailed & in-depth information regarding any or all above projects is available upon request.



DSA INSPECTIONS / MANAGEMENT

www.kencoconstructionservices.com

"Building Safer Schools"

References

Schools/School Districts:

Oxnard Elementary School District
 Allan Hancock College
 Orcutt Union School District
 Orange Unified School District
 Santa Maria Bonita School District
 Oxnard High School District
 Oxnard High School District
 Oxnard High School District
 East Whittier School District
 Monticito Unified School District
 Oak Park Unified School District
 Templeton Unified School District
 Rio School District
 Lompoc School District
 Lompoc School District
 Los Olivos School District
 Golita School District
 Atascadero School District
 Saddleback School district
 Yorba Linda School District
 Multicultural Learning Center
 Discovery Charter Prep School
 Envirmental Charter High School
 Ventura Unified School District
 Oxnard Elementary School District
 Santa Barbara School District
 Hueneme School District

Contact Personnel:

Gerald Schober
 Steve Marshall
 Sandy Knight
 Matthew C. Strother
 Scott Roy
 Steve Dickinson
 Josh Brown
 Deanna Rantz
 Michael Chapko
 Kevin Mitchell
 Julie Suarez
 Chris Bonin
 Charles Fichtner
 Jim Reizer
 Stuart Hauck
 Marsha Filbin
 Jay Sullivan
 Stuart Stoddard
 Randy Huttenberger
 Rick Guaderrama
 Toby Bornstein
 Sheryl Schubert
 Quynh Tran
 Terri Allison
 Larry Cross
 Dave Hetynok
 Christine Walker

Title

CFW - VP
 Director of Facilities
 Asst. Superintendent
 Director of Facilities
 Director of Facilities
 Asst. Superintendent
 Director of Facilities
 Director of Purchasing
 Director of Fracilities
 District Manager of Const.
 Director of Business
 Director of Facilities
 District CM
 District Financial & Purchase
 District Manager of Const.
 Principal/CM
 Director of Facilities
 Superintend of Schools
 Director of Facilities
 Director of Facilities
 Principal/CM
 Principal/CM
 Principal/CM
 Director of Buisness
 Director of Facilities
 Districtor of Facilities
 Superintend

Phone Number

(626) 829-8300
 (805) 922-6966
 805) 938-8917
 (714) 628 4502
 (805) 361-8256
 (805) 385-2500
 (805) 385-2518
 (805) 385-2519
 (562) 907-5900
 (805) 331-3793
 (805) 735-3210
 (805) 434-5856
 (805) 485-3111
 (805) 742-3290
 (805) 403-5490
 (805) 688-4025
 (805) 681-1231
 (805) 462-4243
 (949) 586-1234
 (714) 448-0713
 (818) 716-5783
 (818) 897-1044
 (310) 214-3400
 (805) 289-7981 (ext. 1002)
 (805) 385-1514 (ext. 2549)
 (805) 963-4331
 (805) 488-3588

Architects:

19/Six Architects
 HMC Architects - Los Angeles
 KBZ Architects - Santa Barbara
 KBZ Architects - Lompoc
 KBZ Architects - Ventura
 Ravatt Architect - Atascadero
 Amador Whittle Architects
 WLC Architects - Rancho Cucamonga
 Roesling, Nakamura, Terada - Ventura
 PSWC Group - Architects
 Flewelling & Moody - Pasadena
 HMC Architects - Los Angeles
 PMSM Architecs - San Luis Obispo
 PMSM Architecs - Santa Barbara

Federico Cortez
 Grecilda Perez
 Joe Wilcox
 Stuart Hauwk
 Too Jasperson
 Greg Ravatt
 Bill Amador
 Jim DiCamello
 Tyson Cline
 Mandy Porter
 Jeff Bissiri
 Grecilda Perez
 Alan Kroeker
 Rosa Alvarado

Architect
 Associate Partner
 AIA
 Architect
 AIA
 Achitect

(805) 476-0399
 (213) 542-8300
 (805) 963-1726
 (805) 403-5490
 (805) 650-1033
 (805) 530-3938
 (909) 987-0909
 (805) 626-5330
 (805) 529-9129
 (626) 449-6787
 (213) 542-8300
 (805) 476-0399
 (805) 963-1955

Construction Managers:

California Construction Management (CCM)
 Balfour Beatty Construction Management
 McCarthy Constuction
 MitCo Management
 Bernards CM

Rod Leard
 Keith Henderson
 Shara McCarthy
 Kevin Mitxhell
 Chris Kasteiner

Construction Manager
 Senior Manager
 Construction Manager
 Construction Manager
 Construction Manager

(805) 794-7007
 (805) 264-4133
 (805) 847-5044
 (805) 331-3793
 (661) 510-6364

General Contractors:

SC Anderson - Bakersfield
 Schipper Construction - Santa Barbara
 RSH Construction - Atascadero
 Schock Construction - Santa Barbara
 McCarthy Construction - Ventura
 Staples Construction Co. - Ventura
 Harick Construction - Glendora
 Harbor Construction - Orange County
 Vernon Edwards - Santa Maria

Gary Fullerton
 Paul Wieckowski
 Steve Hendricks
 John Schock
 Pat McCarthy
 Scott Bennett
 Jeff Barnes
 Steve Padula
 David Amavisca

Sr. Superintendent
 Project Manager
 Owner
 Owner
 Owner
 Superintendent
 Superintendent
 Owner
 Superintendent

(661) 979-2183
 (805) 963-4359
 (805) 466-2481
 (805) 896-2889
 (805) 847-5044
 (805) 658-8786
 (626) 705-0085
 (949) 678-7430
 (805) 614-9909



DSA INSPECTIONS / MANAGEMENT

Proposed Fee Structure:

The Client/District will only be billed for onsite inspections unless authorized by the district for other work. KENCO submits monthly invoices with time sheets at an hourly rate for “onsite” inspections only. The following rates are determined by the Class of Inspector required by DSA, the Architect, or the district for each project.

If Owner Representation or QC/QA is requested, the hourly rate for representation will be considered as Class 1. Additional hours for any KENCO manager/consultant on site will only be billed when required to be onsite. Inspector oversight is at “NO COST” to the district.

Fee Structure for DSA Inspectors and Quality Control Inspectors hourly rate:

Class 1 Inspection:	\$ 110.00 per hour.
Class 2 Inspection:	\$ 105.00 per hour
Class 3 Inspection:	\$ 100.00 per hour.

Over Time, Holiday, or Weekend Rate (1 ½ per):

Class 1 Inspector:	\$ 165.00 per hour.
Class 2 Inspector:	\$ 157.50 per hour
Class 3 Inspector:	\$ 150.00 per hour

Minimum hourly trip charge per arrival - 4 hour minimum.

- Rates include all costs, travel, overhead, insurance, and profit. Rates shall remain in effect until December 2024 and are not subject to change without mutual agreement.
- Be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.
- Resumes for project specific IOR’s will be submitted as requested and pending architect, DSA & district approval.

Channel Island High School – Oxnard Unified High School District. Auto Technology Academy



KENCO Construction Services, Inc.

4664 Romola Ave. La Verne, Ca. 91750

Phone: (714) 981-2752 - E-mail: kenhinge@kenco-inc.com



Drifill Elementary – P2P Building – Oxnard Elementary School District





DSA INSPECTIONS / MANAGEMENT

"Building Safer Schools"

Los Angeles – Orange – San Bernardino - Santa Barbara – Ventura – San Joaquin- North Counties

www.kencoconstructionservices.com

Project Approach and Methodology:

KENCO Construction Services, Inc. is committed to providing quality control, quality assurance, and experienced DSA inspections. Ken Hinge (President) will be the proposed Senior DSA Class 1 inspector (if required) and will be the key personnel/manager for all KCCD projects and will lead all other inspectors (if required) in coordination and execution of the services at no additional cost to the district unless contracted as an IOR. My 35 years of construction experience, 15 years of management experience, and 20 years as a DSA certified inspection experience will provide exceptional and professional experience in inspections and management for the requirements of the Design Team, District, and the contract documents. Providing this inspection or management service will ensure that the relationship between the District, Design Team, Contractor, and DSA is professional and successful. And to ensure the inspector is productive, respectful, and cost effective. Our **"Pro-Active"** approach to all projects has been extremely beneficial to our clients and contractors to make sure all our projects are successful. Documentation is a must and we provide all daily reports, DSA documentation, inspection requests, field memos, and "As Built" review throughout the entire project. Field Memos allow issues or problems to be resolved in-house to avoid involvement of DSA. We will make sure every effort is made to correct issues before we submit any DSA deviation notice. Our goal is to make every project successful and cost effective.

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

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. **Oxnard School District** agrees to pay *KENCO Construction Services, Inc.* our monthly invoice for project services billed at the stated rate per hour for each Class of inspector within 30 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. *KENCO Construction Services* shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The District shall provide all office space, utility lines, and equipment necessary per the project specifications.
6. *KENCO Construction Services* shall provide to **OSD** at the end of the project all documentation in a professional format, either in binders or on a computer CD.
7. *KENCO Construction Services* shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee any *KENCO* project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, *KENCO* will provide a DSA certified inspector until the IOR returns or will coordinate with DSA to provide a new DSA certified inspector.

Ken Hinge, President.

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KENCO Construction Services, Inc.

4664 Romola Ave. La Verne, Ca. 91750

Phone: (714) 981-2752 - e-mail: kenhinge@kenco-inc.com

Experienced in Aquatic Centers



Oxnard High School District Aquatic Centers



Kenneth Hinge – President and Inspector Oversight, DSA Class 1 Inspector *KENCO Construction Services, Inc.*

revised, 05-01-23.

1129 Village Dr. Santa Maria, Ca. 93455

(714) 981-2752 e-mail: kenhinge@kenco-inc.com

- **DSA Certified Class 1 Inspector. #4922**
- **Project and Construction Manager**
- **School District Representative**
- **General Superintendent of DSA Jurisdiction Construction**
- **President – KENCO Construction Services Inc.**

Summary

I have been in the construction industry for over 45 years. I am a **DSA Class 1 Inspector** and became DSA certified in 2001. My long-term experience and professional approach to every project has provided a proactive and cost-effective process to every Client or School District. My construction experience has been tremendously beneficial to all Architects and Design Teams, and I have many client recommendations. My mission is Code Compliance, QC/QA, and the cost effective and successful completion of every project including DSA certification of all projects. Documentation and "As-Built" review is my specialty.

Skills

- DSA inspector and QC/QA manager since 2001 and for multi-million-dollar projects.
- Experienced in Project Management.
- Experienced with all DSA Regulation, Title 24, ADA, DSA Box, and all California Codes.
- 25 years hands on experience of all phases of construction.
- 10 years as General Superintendent of School Construction under DSA jurisdiction.
- Masonry C-29 contractor and business owner.
- Residential and commercial construction experience.
- Construction Management experience.
- President and Owner of KENCO Construction Services, Inc.
- Project construct-ability review.

Accomplishments

Product Inspection

- Inspected products to ensure highest quality per specification and Contract Documents.
- Inspected workmanship to ensure the highest quality and Code Compliance.
- Inspection of QC/QA and Contract requirements.

Supervision

- Senior Inspection Manager for certified DSA inspectors.
- Trained inspectors to ensure professional performance and DSA required duties to comply with all standards and Code compliance.

Project Planning

- Provided project controls, cost estimation, and other business support services to technical line management, Owners, and Design Team.
- Provide Project and Construction Management.
- Provided cost effective controls and SOV's for projects.
- Construct-ability review of contract documents.

Training

- Responsible for providing vision and guidance to a group of 20 or more construction inspectors and employees, training them on sufficient project plans and procedures. Provided interviews for potential DSA inspectors.
- DSA overview classes.

Documentation

- Reported and documented unsafe conditions, equipment and/or injury.
- OSHA approved competent soils personnel.
- OSHA competent for safety regulation.
- Provide complete Semi-Monthly and Daily Report. Provide all required documents and Digital documentation.

Experience / Projects:

DSA Class 1 Project Inspector, Key Personnel, and Senior Inspector:

KENCO Construction Services, Inc. – La Verne, Ca. 91750

Allen Hancock College

Stagecraft Bldg. #03-121191
Concession Bldg. #03-1122112
Campus Wide Solar. #03-122665
Student Health Center. #03-122065

01-01-21 to 10-01-23
Estimated Total Costs: 45 million

Orcutt Union School District

Orcutt Academy High School
New MPR Bldg.
Architect: 19/6 Architects
Contractor: Quincon

1-01-23 to 1-01-24
DSA Application #03-121912
Estimated Cost: 11 million

DSA Field Engineer – Lawrence Zeitoun

Oxnard School District – Oxnard Ca.

Rose Ave. K-5 New Campus
Architects – IBI Group
Contractor – Balfour Beatty
DSA Field Engineer – Lawrence Zeitoun

11-01-21 to 8-01-23
DSA Application #03-119284
Estimated Cost: 58 million

Orcutt Union School District

OJHS - Administration Bldg.
Facilities: Brad Gitchell
Architect – 19-Six Architects
DSA Field Engineer – David Connelly

3-01-21 to 12-21-21
DSA Application #03-120670
Estimated Cost: 4 million
Structural Eng. – Coffman Engineers

Orcutt Union School District

District Innovation Center Bldg.
Facilities: Brad Gitchell
Architect – SVA Architects
DSA Field Engineer – Pete Fischer

6-01-19 to 3-01-21
DSA Application #03-119780
Estimated Cost: 4,5 million
Structural Eng. – Coffman Engineers

Rio School District – Oxnard, Ca.

New S.T.E.A.M. K-8 School Campus
Facilities – Charlie Fichtner
Architect – A4E, Pasadena, Ca,
Structural Eng. – KPFF, Pasadena, Ca.

11-01-16 to 6-01-19
DSA Application #03-117021.
Estimated Cost: \$60 million

DSA Field Engineer – Pete Fischer

Santa Maria Bonita School District

17 portables at 15 different sites, walk-in freezer, and site work.
Facilities: Scott Roy, SMBSD
Architect: PMSM Architects

7-01-16 to 9-01-16

Est. Cost: \$7 million

Oxnard Unified High School District

Construction of a New High School with Performing Arts Theater.
Rancho Campana High School – Camarillo, Ca.
HMC Architects – KPFF Structural Engineers
DSA Field Engineer – Andy Widjaja

4-01-14 to 6-01-16
DSA Application #03-114964

Estimated Cost: \$80 million

Oxnard Unified High School District

Aquatic Centers and Bath Houses
Hueneme High School Aquatic Center

4-01-13 1-30-14.
DSA Application #03-114472

Camarillo High School Aquatic Center
Blackbird Architects & Arch-Pac Architects
DSA Field Engineer - Andy Widjaja
DSA Application #03--114471
Est. Cost: \$7.5 Million

Santa Barbara School District Total estimated cost for this Phase: \$15 million
San Marcos High School – New Classroom Bldg. Modernization & Site work 8-01-11 to 4-01-13
Architect: KBZ Architects Inc. DSA File: #42-H3
Structural Engineer: Kanda & Tso Associates. DSA Application: #03-110488
District Representative: Carl Mayrose
DSA Field Engineer: Andy Widjaja. Est. Cost: \$7.3 million.

Santa Barbara School District 7-08-10 to 11-01-11
Dos Pueblos High School – Engineering Academy Bldg.
Architect: KBZ Architects Inc.
DSA File: #42-H3
Structural Engineer: Kanda & Tso Associates DSA Application: #03-112001
DSA Field Engineer: Andy Widjaja Est. Cost: \$6 million

Rio School District 6-01-09 to 6-01-11 Modernization Projects (@ various sites)
Architect: Amador, Whittle Architects – Ventura DSA File: # 56-26 DSA
Field Engineer: Andy Widjaja DSA Application: # 03-112152
2 Science labs, New Modular bldgs. Est. Cost: \$2.6 million

UCLA - Spieker Aquatics Center
1-28-08 to 1-01-10
Project Manager
Complete new swimming pool and equipment bldg. PCL Construction Est. Cost: \$10 million

Santa Barbara School District 1/21/08 to 6-01-09 Modernization Projects (@ various sites)
Including 3 swimming pool code upgrade. (Virginia Graeme Baker Act) Architect: KBZ Inc.
DSA Application: # 03-112213 DSA File: # 42-H3
DSA Field Engineer: Andy Widjaja Total Est. Cost: \$20 million

Santa Barbara School District 1-01-07 to 1-01-08
San Marcos High School New swimming pool
Architect: KBZ Architects Estimated Cost: \$ 4 million

La Paz Intermediate School 7/01/06 to 1/18/07
Saddleback Valley Unified School District Wood Framing, Cast in place Concrete.
Class 1 New Gym/MPR & Learning Center Masonry, Structural Steel,
Architect: Westberg – White Inc. DSA Application # - 04-108075
Structural Engineer: KNA DSA File # - 30-47
DSA Field Engineer: Jay Kinhal Est. Cost: \$5.6 million

Santa Barbara Unified School High School Estimated cost for this Phase: \$20 million
Modernization – Phase I & II. 5/15/06 to 7/21/07
Santa Barbara High School District DSA File – #42-H3
Architect: KBZ Inc. DSA Application - #03-107791

Structural Engineer: Kanda & Tso Ass.
DSA Field Engineer: Andy Widjaja Cost: \$4,561,900.00
Santa Barbara Junior High School 6/19/06 to 8/31/06
ADA Concrete Entry Ramp/Tile/Masonry/Site Work.
Santa Barbara High School District DSA File - #42-H3
Architect: KBZ Inc. DSA Application - #03-109078

Structural Engineer: Kanda & Tso Ass.
DSA Field Engineer: Andy Widjaja
Santa Barbara Junior High School 8/08/05 to 6/30/06
Complete Automated Fire Alarm System.

Santa Barbara High School District
Architect: KBZ Inc.
DSA Field Engineer: Andy Widjaja

DSA File - #42-36
DSA Application - #03-107465

Page 3.

4-01-05 to 8-01-06

Jewish Home Hospital – Reseda, Ca.
Project Manager for Sanie Mfg.
Managing the fabrication and installation of all miscellaneous structural steel,
stairs, canopy's, rails, ext .

Cost: \$45 million

Santa Barbara High School
Infrastructure Upgrade / New Class 1 bldg.
Architect: KBZ Inc.
Structural Engineer: Kanda & Tso Associates
DSA Field Engineer: Andy Widjaja

5/10/05 to 8/25/06

DSA Application - #03-107519
DSA File - #42-H3
Cost: 2.6 million

California High School
New Class 1 Masonry Bldg.
Whittier Unified High School District
Architect: Flewelling & Moody, Lisa Angular
Structural Engineer: Grossman & Speer Associates
DSA Field Engineer: Manlio Roy

2/01/05 to 5/10/05

DSA File - #19-67
DSA Application - #03-107788

Cost: 1.3 million.

Morse Elementary
Modernization.
Placentia / Yorba Linda School District
Architect: WLC, John Griffen
DSA Field Engineer: Jay Kinhal

6/14/04 to 1/31/05
Total Phase Cost: \$5.5 million
DSA File - #30-31
DSA Application - #04-101889
Cost: 1.5 million

Sierra Vista Elementary Modernization
Placentia / Yorba Linda School District
Architect: WLC, John Griffen
DSA Field Engineer: Jay Kinhal

6/14/04 to 1/31/05
DSA File - #30-31
DSA Application - #04-101888
Cost: 1.5 million

Van Buren Elementary Modernization.
Placentia / Yorba Linda School District
Architect: WLC, John Griffen
DSA Field Engineer: Jay Kinhal

6/14/04 to 1/31/05
DSA File - #30-31
DSA Application - #04-101886
Cost: 1.5 million

Education and Training

DSA Class 1 Certificate in Building Codes and Inspection.
DSA Overview classes.
10 years as Superintendent of Construction in building schools under DSA Jurisdiction.
18 years as a Masonry Contractor

Academic Achievement:

High School Graduate, Central High School - Fresno, Ca.
2 years in management at Fresno City College - Fresno, Ca.



Division of the
State Architect

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Project Inspector - Class 1

This is to certify that pursuant to the provisions of the
California Code of Regulations, Title 24, Part 1

Kenneth Hinge

Successfully completed the Class 1 Inspector Examination
Administered under the authority of the Division of the State Architect

Certificate Number: 4922

Effective: September 12, 2023 Expires: September 12, 2027

The Project Inspector and any Assistant Inspectors must be approved by the
Division of the State Architect for each individual project prior to start of construction.

Ida A. Clair, AIA
State Architect

Profile

Over 39 years in the construction industry with over 37 years of Division of the State Architect (DSA) General Building Inspection CLASS 1, Project Management and Co-ordination experience in California K-12 Schools and Community Colleges. Well versed in plan reading, constructability reviews, and all applicable up to date building codes. Leadership and communication skills with Owners, School Districts, Design professionals, Contractors and Community Groups. Supervised and trained multiple Inspectors.

Summary of Qualifications

- Certified by the DEPARTMENT OF GENERAL SERVICES, DIVISION OF THE STATE ARCHITECT (DSA) **PROJECT INSPECTOR CLASS 1, CERTIFICATE #811**
- 2008 DSA IN-DEPTH FIRE AND LIFE SAFETY CERTIFICATE
- 2008 DSA IN-DEPTH ELECTRICAL CERTIFICATE
- 2004 CALIFORNIA ELECTRICAL TRAINING CERTIFICATION
- 2001 FIRE & LIFE SAFETY CODE CERTIFICATION FOR DOORS AND HARDWARE
- 2000 CERTIFICATE FOR PROJECT MANAGEMENT & SCHOOL CONSTRUCTION FROM THE ACADEMY FOR BUSINESS CAREER DEVELOPMENT
- **1983 MASTERS BUILDERS ASSOCIATION CIVIL ENGINEERING AND CONSTRUCTION SUPERVISORS CERTIFICATION, MBA**

DSA PROJECT INSPECTOR & PROJECT MANAGER

Professional experience

AUGUST 2022 TO PRESENT OXNARD SCHOOL DISTRICT, OXNARD, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- **Rose Avenue K-5 School** - New Campus: Steel Frame with steel studs
Administration Bldg- Occupancy Group B, Construction Type V-B Fully Sprinklered 5,206sf.
Multipurpose Bldg- Occupancy Group A-3, Construction Type II-B Fully Sprinklered 8,405sf.
Classrooms with Media Center 2 Story - Occupancy Group E, Construction Type II-B 53,822sf.
\$42 Million DSA# 03-119284

MAY 2020 TO AUGUST 2022 SIMI VALLEY UNIFIED SCHOOL DISTRICT, SIMI VALLEY, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- **Royal High School** MPR Renovation and Addition:
New Stage Addition (CMU) and Offices (Steel frame with steel studs) 5167sf.
Occupancy Type A-1,A-2,B,E,F-1,M, Const Type II-B Fully Sprinklered total 25,268 sf.
\$10.5 Million (Current Value approx \$16 Million) DSA# 03-118787

JUNE 2019 TO APRIL 2020 SANTA YNEZ VALLEY UNION HIGH SCHOOL DISTRICT, SANTA YNEZ, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- **Santa Ynez Valley Union High School** Modernization & Addition: **\$6 Million (CV approx. \$9.6Mil) DSA# 03-119086**

MARCH 2017 TO MAY 2019 OXNARD SCHOOL DISTRICT, OXNARD, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- **Elm Elementary School** K-8 New Campus wood/metal frame (44,280 sf)
Type VA fully sprinklered Double Story Classroom Buildings
Type VB fully sprinklered Admin/Media, Kindergarten, Multi-Purpose Buildings: **\$25 Million in 2017 (Current Value approx. \$40 Million) DSA# 03-116407**

NOVEMBER 2016 TO MARCH 2017

SAN DIEGO CENTRAL COURTHOUSE, SAN DIEGO, CALIFORNIA

SPECIALTY INSPECTOR

- **San Diego Central Courthouse** Inspection of Fire Alarm system throughout newly constructed 25-story building plus 3 high security Basement levels. Co-ordinated final Inspections with State Fire Marshall: **\$500 Million (CV \$800 Mil+)**

2011 TO 2016

LOS ANGELES COMMUNITY COLLEGE DISTRICT, LOS ANGELES, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- **Los Angeles City College** Clausen Hall Modernization: Music Hall, Classrooms & Offices: **\$16.5 Million (CV \$27 Mil+)** DSA# 03-113591
- **Los Angeles City College** Red Line Project: **\$5.5 Million (CV \$9 Mil+)** DSA# 03-112721

2010 TO 2011

SIMI VALLEY UNIFIED SCHOOL DISTRICT, SIMI VALLEY, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- **Royal High School** Science Building Addition and Modernization, Boys Locker room Modernization: **\$3 Million (CV \$5Mil)** DSA# 03-113094

2009 TO 2010

LOS ANGELES COMMUNITY COLLEGE DISTRICT, LOS ANGELES, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- **Pierce College** PE Renovation Project – New Wellness, Olympic Pool, (2) Gymnasiums, Fieldhouse, Snack bar, Restrooms & Upgrade Bleachers: **\$18 Million (CV \$30 Mil+)** DSA# 03-111188

1996 TO 2008

LAS VIRGENES UNIFIED SCHOOL DISTRICT, CALABASAS, CALIFORNIA

SENIOR DSA INSPECTOR and SENIOR PROJECT MANAGER - Projects in excess of **\$210 Million (CV \$346 Million)**

Master planning and implementation of Bond Measure G projects: \$128 Million (CV \$212 Million)

- Master Planning of Performing Arts Theatres on **Agoura HS** and **Calabasas HS** campuses: **\$18.3 (CV \$30 Million)** each
- Upgraded Technology and Security to all campuses
- Increased parking capacity to most campuses
- Planned, coordinated, managed and inspected Relocation of **Indian Hills HS** and **District Community Learning Center**
- **Agoura HS** stadium Toilet Facility and rubberized Track replacement
- Refurbishment of **Calabasas HS** campus Toilets and various landscaping projects

Master planning and completion of Bond Measure R projects: \$93 Million(CV \$154 Million)

- **A.C Stelle Middle School** Phases 1,2 & 3 construction cost in excess of **\$38 million (CV \$63 Million)** DSA# 03-104716
- **Modernizations** to seven (7) campuses
- Construction of five (5) **Multi-Purpose Buildings and Additions**
- Construction of five (5) **Cellular Sites**
- **Buttercup Pre-School** Designed and managed construction DSA# 03-100853
- **Bay Laurel ES, Sumac ES, Round Meadow ES, Yerba Buena ES, Chaparral ES, Lupin Hill ES, Willow ES, White Oak ES.** Class size Reduction, (27) Relocatable Classrooms and site work DSA#s 03-66879, 03-66880

Numerous other **Relocatable Projects**, non-DSA projects and **Deferred Maintenance Projects and other funding sourced projects: \$67 Million (CV \$110 Million)**

1996

PLEASANT VALLEY SCHOOL DISTRICT, CAMARILLO, CALIFORNIA

DSA INSPECTOR OF RECORD and Project Manager

- **Los Primeros Elementary** Modernization: **\$2.5 million (CV \$4.25 Million)** DSA# 03-62434
- **Camarillo Heights Elementary** Modernization: **\$2.5 million (CV \$4.25 Million)** DSA# 03-62432
- **Los Posas ES, Monte Vista ES, Los Primeros ES, Tierra Linda ES, Los Altos ES, El Rancho ES, Valle Lindo ES, Santa Rosa ES.** (25) Relocatable Classrooms and site work in excess of **\$1 million (CV \$1.7 Million)**

1994 TO 1996

LAS VIRGENES UNIFIED SCHOOL DISTRICT, CALABASAS, CALIFORNIA

DSA INSPECTOR OF RECORD and Project Manager

- **FEMA Earthquake** Project Management & Inspection of repairs to 10 school sites in excess of **\$2 million (CV \$3.5 Mill)**
DSA#s 03-62224, 03-62419
- Various **Deferred Maintenance Projects: \$280,000.00 (CV \$475,000.00)**
- **Lupin Hill Elementary** Relocatables and toilet buildings project: **\$550,000 (CV \$1 Million)** DSA# 03-61277
- **Chaparral Elementary** Addition - phase 1 project: **\$1.2 Million (CV \$2 Million)** DSA# 03-60443

DSA INSPECTOR OF RECORD

1993 TO 1994

PLEASANT VALLEY SCHOOL DISTRICT, CAMARILLO, CALIFORNIA

- **Tierra Linda Elementary** 60,000 sq. ft. TYPE V Construction in excess of **\$14.6 million (CV 25 Mil+)** DSA# 03-57024

1991 TO 1993

MOORPARK UNIFIED SCHOOL DISTRICT, MOORPARK, CALIFORNIA

- **Moorpark High School** phase 3 and 4. 48455 sq. ft. including TYPE VI one hour rated **Performing Arts Building**, 5 Classroom Buildings and Football Stadium project in excess of **\$17 million (CV \$30 Million+)** DSA# 03-52769

1989 TO 1991

SANTA BARBARA COMMUNITY COLLEGE DISTRICT, CALIFORNIA

- **Santa Barbara Community College** Student Services Center remodel; TYPE V with new steel Frame and lightweight concrete Mezzanine Floor in excess of **\$14.5 million (CV \$26 Million)** DSA# 03-51299

1989

GLENDALE UNIFIED SCHOOL DISTRICT, GLENDALE, CALIFORNIA

- **John Muir Elementary** Two story addition with automatic fire sprinkler system, TYPE V one hour rated, grouted masonry and steel frame construction in excess of **\$5.5 million (CV \$9. Million)** DSA# 03-51029

1986 TO 1989

MOORPARK UNIFIED SCHOOL DISTRICT, MOORPARK, CALIFORNIA

- **Campus Canyon Elementary** 31,000 sq. ft. TYPE V non-rated wood frame construction, with asphalt composition shingle roof: **\$13 million (CV \$24 Million+)** DSA# 03-48317
- **Moorpark High School** – phase 1 and 2 Assistant Inspector

International experience

1984-1986 C.A. Biffen Construction, Zimbabwe, Africa -General Const Supervisor – Industrial and Housing Projects

1981-1984 Burger & McBean Construction, Zimbabwe, Africa-General Const Supervisor – Industrial and Housing

1978-1981 Matabeleland Christian Mission, Zimbabwe, Africa-Trainee Construction Supervisor – Schools & Church

Education

- Bulawayo Technical College, Zimbabwe, Africa

- Lincoln High School graduate, Lincoln, Illinois

Awards received

1999 City of Agoura Hills - LETTER OF COMMENDATION FOR SAFETY AND TRAFFIC FLOW DESIGN

1999 City of Calabasas - SCHOOL AREA SAFETY COMMITTEE CERTIFICATE OF APPRECIATION

References

Pedro Avila Director of Facilities & Planning, Simi Valley USD – (Office) 805-306-4500 ext 4401

Ruben Ruiz Arcadis Architecture (cell) 805-748-9900

Rodney Norris District Senior Construction Inspector, LA Community College District (cell) 213-999-3564

Matt Fulton Project Manager, BuildLACCD/DRB Associates (cell) 310-750-5357

Dr. Donald Zimring (previously) Superintendent, Las Virgenes Unified School District (cell) 818-943-0802

Alan Camerano DC Architects (cell) 909-772-1676

Gladys Bowen (previously) Steinberg Architects (cell) 626-437-6846



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2024

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 Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com	FAX (A/C. No.):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	10200
INSURED Kenco Construction Services Inc. 4664 Romola Ave La Verne, CA 91750	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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P100.108.112.5	02/18/2024	02/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

Oxnard School District is named additional insured. The Hiscox General Liability Policy P100.108.112 is endorsed with Waiver of Subrogation and Primary and Non-Contributory endorsement in favor of Oxnard School District subject to policy terms and conditions.

CERTIFICATE HOLDER

Oxnard School District
 1051 South A Street
 Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08-25-2023

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

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PRODUCER
AMEEN INSURANCE SERVICE
1870 N HACIENDA BLVD
SUITE 103
LA PUENTE CA 91744

CONTACT NAME:	
PHONE (A/C No, Ext): 626-917-3656	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: US Specialty Insurance Company	NAIC # 29599
INSURER B: *	
INSURER C: *	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Kenneth Hinge
Kenco Construction Services Inc.
4664 Romola Ave
La Verne CA 91750

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
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		Y	USS 23 33742	04-25-2023	04-25-2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L EACH ACCIDENT \$ E.L DISEASE - EA EMPLOYEE \$ E.L DISEASE - POLICY LIMIT \$
<input type="checkbox"/>	Error And Omissions			Professional Liability	04-25-2023	04-25-2024	plcy#USS2030779 1,000,000/2,000,000

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

CERTIFICATE HOLDER
Oxnard School District
1051 South A St
Oxnard, CA 93030

CANCELLATION
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AUTHORIZED REPRESENTATIVE

OHSD - Ranch Campana High School – Camarillo

Completed on time and under budget: , 6-01-2016





09.03.2015



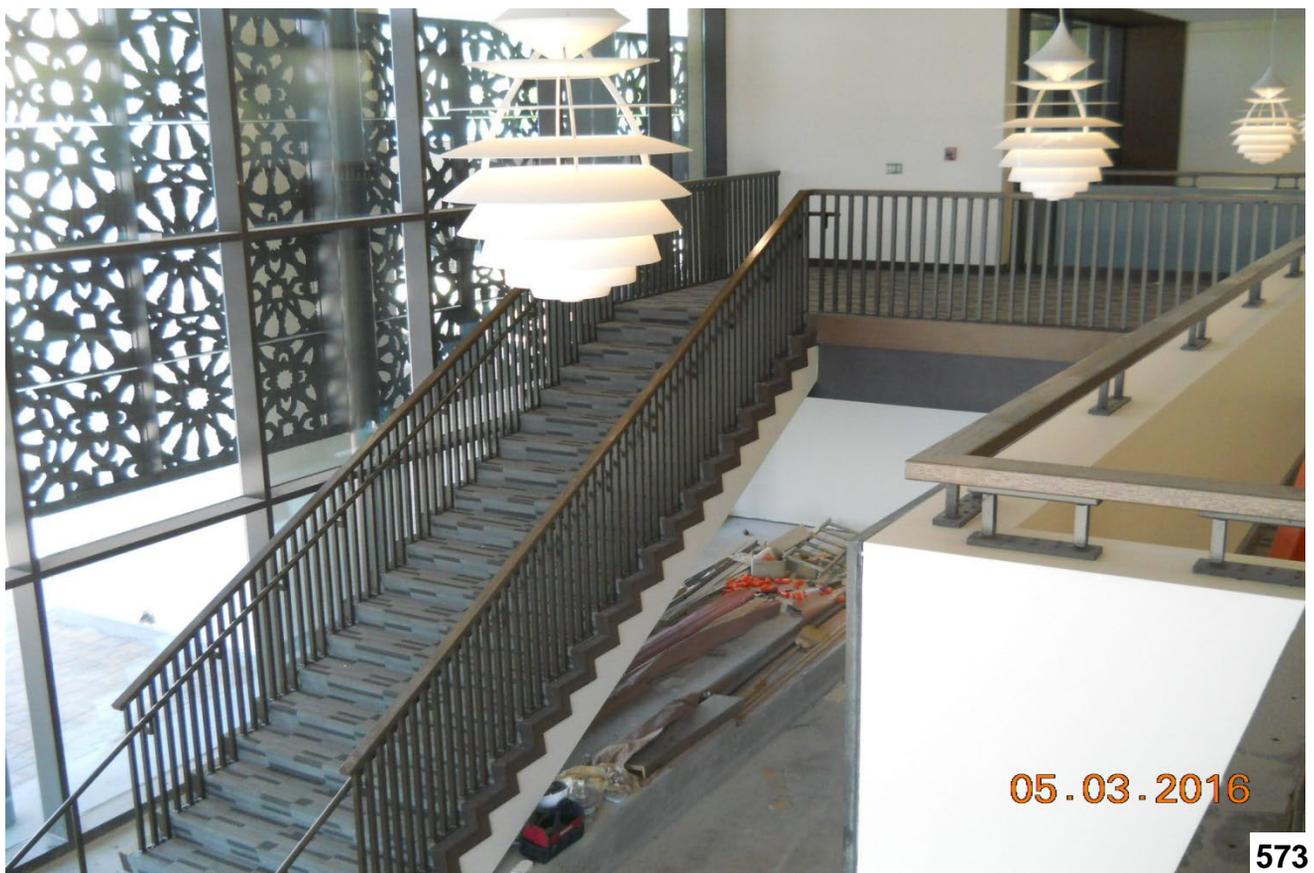
09.03.2015

Performing Arts Theater – Rancho Campana High School

Completed on time and under budget: , 6-01-2016



Rancho Campana High School – PAC Bldg.



Driffill Elementary – P2P Building – Oxnard Elementary School District



Driffill Elementary – P2P Building – Oxnard Elementary School District



01.02.2014



Channel Island High School – Oxnard. Auto Technology Academy



Dos Pueblos High School – Academy Bldg. Santa Barbara Unified School District



Rio Vista Middle School – Rio School District - Oxnard



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #24-140 with Kenco Construction Services, Inc. to Provide Inspector of Record (IOR) Services for the Ritche Elementary School Modernization Project (Mitchell/Miller/CFW)

The Ritche Elementary School modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM and piano labs, and upgrades the MPR and library to comply with the District's vision and specification for 21st Century K-5 classrooms and student support facilities.

In August 2024, the District released a Request for Proposals (RFP) for Project Inspection Services (IOR) for the upcoming District's modernization projects at Ritche Elementary School and McAuliffe Elementary School. Six firms submitted proposals and the proposals were reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with Kenco Construction Services, Inc. to provide IOR services for the Ritche Elementary School Modernization Project.

Term of Agreement: December 15, 2024 through August 31, 2026

FISCAL IMPACT:

\$150,000.00 - Enhanced Master Construct Program funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in consultation with CFW, that the Board of Trustees approve Agreement #24-140 for Inspector of Record (IOR) Services with Kenco Construction Services, Inc. for the Ritche Elementary School Modernization Project.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-140, Inspector of Record \(IOR\) Svcs - Ritche Elem. School Modernization Project \(15 Pages\)](#)
[Statement of Qualifications \(36 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

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

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

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

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

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

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

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

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

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

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

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

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

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

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

a. Commercial General Liability Insurance. Provider shall procure and maintain. during the term of this Agreement, the following General Liability Insurance coverage:

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

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

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

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

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

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2024

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



DSA INSPECTIONS / MANAGEMENT

www.kencoconstructionserves.com

DSA Project Inspection - Management - Consultants

Division of the State Architects

"Building Safer Schools"

"Statement of Qualification"

For DSA Inspection Services

Oxnard School District

Ritchen Elem. and McAuliffe Elem.

Due Date: September 9, 2024 1:00pm.

Attention: Gerald Schober – VP

"Proactive, not Reactive"

Kenco Construction Services, Inc.

*Main Office: 4664 Romola Ave.
La Verne, Ca. 91750*

Phone: (714) 981-2752

*Central Coast: 1129 Village Dr.
Santa Maria, Ca. 93455*

kenhinge@kenco-inc.com

DSA

Ken Hinge – President



DSA INSPECTIONS / MANAGEMENT

No Job's to Big!

Jewish Home Hospital, Reseda, Ca.



Rio School District, Oxnard

No Job's to Small!





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“Building Safer Schools”

Los Angeles – Orange – San Bernardino - Santa Barbara – Ventura – Atascadero - North Counties

www.kencoconstructionservices.com

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Driffill Elementary – Oxnard Elementary School District.



KENCO Construction Services, Inc.

Main Office: 4664 Romola Ave. La Verne, Ca. 91750

(714) 981-2752 kenhinge@kenco-inc.com (626) 625-6965 jbarnes@kenco-inc.com



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Letter of Interest for DSA Inspection

To: Gerald Schober – CFW - VP

Project: Oxnard School District – Ritche ES and McAuliffe ES - Modernization

08-20-24

Dear Gerald Schober

KENCO Construction Services, Inc. is very interested in being part of your upcoming district wide construction projects including the Design Team. I'm requesting the opportunity to be considered for all upcoming construction projects for the **Oxnard School District**. We are qualified to provide all your needs regarding DSA Inspection, QA & QC, and/or consulting. This SOQ will provide you with the information needed to give you an entire view of *KENCO Construction Services, Inc.* including contacts for recommendations to make your decision.

Please know that our Firm is a very experienced, respected, and DSA qualified Inspection Firm that was established in 2002. We offer much more than DSA Inspections, we provide inspector oversight, constructability review, QC/QA, and a DSA document/close-out coordinator at no additional cost to the district. Our goal is to ensure a successful and DSA certified project. We are a Central Coast, Ventura, San Joaquin Valley, Riverside, and Los Angeles County based State Certified Inspection Firm with both General Liability and Professional Liability (errors and omission) insurance. We also have many references and recommendations from many School Districts, Architects, and Contractors. We are fully educated and experienced in all DSA procedures and the electronic DSA "Box" and have our own DSA Compliance Officer on staff. Our relationship with DSA and all DSA field engineers is exceptional.

KENCO has never been named in a lawsuit. *KENCO* has never been in any litigation and is not aware of any pending litigation. *KENCO* has never had any personnel removed from any project either by the District or DSA. *KENCO* has been brought in by other Districts to replace other inspection firms or inspectors and we have been hired to close out other inspector's project, including legacy projects.

I want to say thank you for allowing us this opportunity to show our firm. I look forward to meeting with you and the design team for your upcoming projects.

I am the owner and authorized to bind the firm by Agreement. I acknowledge the information contained in this proposal to be true and accurate.

Sincerely,

Kenneth Hinge

Ken Hinge, President

FEIN #27-2782038

(714) 981-2752

kenhinge@kenco-inc.com

Page 1

KENCO Construction Services, Inc.

4664 Romola Ave. La Verne, Ca. 91750

Phone: (714) 981-2752 - e-mail: kenhinge@kenco-inc.com



DSA INSPECTIONS / MANAGEMENT

"Division of the State Architects"

Los Angeles – Orange - Santa Barbara – San Joaquin– San Luis - Ventura & North Counties.

"Our Mission is Three-Fold,"

1. Provide Quality Control for all Specifications, Contract Documents & Code Compliance.
2. Provide professional proactive experience and knowledge from the field to the Design Team.
3. Provide complete documentation to ensure the successful completion of all projects, insure cost effectiveness, and document the entire history of the project to avoid litigation.

KENCO Construction Services, Inc. is committed to providing quality DSA certified inspection and/or management for all types of construction. Our project management experience and actual construction experience is tremendously important to avoid many problems, especially those costly unforeseen conditions. This is also extremely important in avoiding unjustified change orders and becomes very helpful to Architects, Structural Engineers, and anyone in the Design Team. *KENCO* inspectors will make the project run more efficiently, cost effective, and improve the quality of work. Protocol clearly indicates that the Architect will interpret the contract documents, the Architect and District shall set the standards for Quality Assurance and Quality Control, and the CM shall be the focal point for communications and implementation of duties. But the IOR will document the project, ensure DSA requirements, and enforce codes and standards. Documentation is a must, and we provide detailed, ongoing daily historical reports both digitally and electronically. Our policy is to provide experienced and constant supervision of all scopes of work and to insure proper workmanship, code compliance and documentation, including "As-Build's". Our experience shows that our proactive approach, rather than reactive, has helped everyone to complete a successful project. We're fully aware of close out procedures and I am committed to insuring a successful close out process, including helping with any outstanding items with DSA.

KENCO provides our own oversight and management of all our inspectors at no additional cost to our clients. I am committed to regular site visits during the project to ensure DSA compliance by our inspectors and to help resolve any issues that may arise. *KENCO* will always follow up after a project completion to ensure that a DSA Form-6PI will be provided when appropriate. Our firm will be available to help begin a project, offer drawing constructability review, and help get your project certified upon completion.

My career in construction exceeds 35 years of experience. Please let us provide you with an interview and proposal. Our pricing is very competitive and negotiable. Every project has its own special needs, and we are here to help. Thank you.

Sincerely,
Ken Hinge, President
DSA Certification #4922

Kenneth Hinge

Jeff Barnes, EVP
DSA Certification #5919

Page 2.

KENCO Construction Services, Inc.
4664 Romola Ave. La Verne, Ca. 91750
Office: (714) 981-2752 - e-mail: kenhinge@kenco-inc.com

Dos Pueblos High School – Santa Barbara



San Marcos High School – Santa Barbara





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"Building Safer Schools"

Los Angeles – Orange – San Bernardino - Santa Barbara – Ventura – San Joaquin - North Counties

Identification and size of Personnel

Company: **KENCO Construction Services, Inc.**
 President – Kenneth Hinge
 Vice President – Jeff Barnes
 Officer - Heather Barnes
KENCO is a minority / women owned small business.

Main Address: 4664 Romola Ave.
 La Verne, Ca. 91750
 Office: (714) 918-2752
 E-mail: kenhinge@kenco-inc.com

Coastal County Office: 1129 Village Dr.
 Santa Maria, Ca. 93455

Licenses: DSA Class 1 Certification - #4922. DSA Class 1 Certification - #6178
 FEIN # 27-2782038
 SOS Corp. # 3245180

Contact Information: Ken Hinge - President
 Office: (714) 981-2752. e-mail: kenhinge@kenco-inc.com
 Jeff Barnes – EVP & Los Angeles Project Manager
 LA Office: (626) 625-6965. E-mail: jbarnes@kenco-inc.com
 Web Site: www.kencoconstructionservices.com

Number of Consultants: 2 – Project Engineers, DSA Compliance Directors/Managers
 Number of Inspectors: 6 – Class 1 Inspector. 2 – Class 2 Inspectors. 2 – Class 3 Inspectors.
 KENCO has access to many more inspectors; however we have a very stringent Interview and experience process and only use KENCO certified inspectors.

Number of Managers: 2 – Inspector Manager – Owner’s Representatives.
 Number of Office personnel: 1 – Billing and Office Manager.

Insurance and Litigation Disclosures: *KENCO Construction Services* carries over \$1,000,000.00 in General Liability Insurance and \$1,000,000.00 in Professional Liability (Errors and Omissions) Insurance, including auto insurance, all with a \$2,000,000.00 aggregate amount. All our consultants/inspectors are required to carry their own auto insurance. Upon execution of any contract, *KENCO* shall submit all required certificates with the listed provisions to the District/Client.

In today’s litigation environment, observation of a project is not enough. More and more, Contractors are becoming knowledgeable of public contract law and many go into a project with the intent of earning profits thru Change Orders and extensions of General Conditions. Many Contractors make it common practice to document everything the District or CM’s do to show damages to the Contractor. Many Contractors are aware that if they can cloud the issues regarding a project, many Districts will settle a claim rather than enter into a costly law suits. *KENCO* Construction Services provides documentation both electronic and digital that will assist the District/Client in countering costly contractor claims.

KENCO was established in 2002, and since that time, we have never been named in a lawsuit. *KENCO* has never been in any litigation and is not aware of any pending litigation. *KENCO* has never had any personnel removed from any project either by the District or DSA. *KENCO* has been brought in by other Districts to replace other inspection firms or inspectors and we have been hired to close out other inspector’s project.



DSA INSPECTIONS / MANAGEMENT

EXPERIENCE RECORD SUMMARY

PROJECT INSPECTIONS - PROJECT MANAGEMENT - CONSULTANTS

DSA INSPECTIONS

"Division of the State Architects"

Orcutt Union School District Orcutt Academy & MPR 19/Six Architects	06-01-22 to 01-01-24 DSA #03-121912
Hueneme Elementary School District Various Projects 19/Six Architects	01-01-19 to 01-01-24
Oxnard Elementary School District Rose Ave. Elem. New Campus IBI Architect Group	DSA #03-119284 10-28-21 to 10-01-23
Allan Hancock College Safety Modular - Lompoc Baseball Restroom Bldg. Santa Maria Stagecraft Bldg. Santa Maria Concession Bldg. Santa Maria Campus Wide Solar Arrays – Santa Maria	10-01-20 to 10-28-21 03-01-21 to 01-01-22 01-01-22 to 05-01-23 01-01-22 to 04-01-23 06-01-22 to 12-01-23
Orcutt Union School District OJHS Admin Bldg. Orcutt Innovation Center Olga Reed Cafeteria Nightingale ES Kindergarten bldgs. 19/Six Architects	12-01-19 to 12-01-20 01-01-20 to 01-01-21 04-01-20 to 06-01-22 02-01-20 to 01-01-22
Occidental College De Mandel Aquatics and Tennis Court Cumming Group	12-01-17 to 12-01-19
UC Davis ANA Facilities, Planning, & Management – Santa Paula Facilities - Jeff Couture Hopland Cell Tower, Electrical, & Watershed	6-01-17 to 10-01-17 6-01-19 to 10-01-19
Rio School District – Oxnard, Ca. New S.T.E.A.M K-8 School Campus. Facilities – Charlie Fichtner Architect – Architects 4 Education, Pasadena, Ca. Structural Engineer – KPFF Consulting, Pasadena, Ca.	1-01-17 to 8-01-18 DSA Application #03-117021 Est. Cost: \$ 40 million
Oxnard Elementary School District Elem Street Elementary new campus Architect – SVA Architects, Inc. Structural Eng. – Petra Structural Engineering	1-15-17 to 10-01-18 DSA Application #03-116407 Est. Cost: \$20 million
Orange Unified School District HVAC upgrades at 3 sites. Mechanical Engineer – Zak Mohammadi Eng.	12-01-16 to 7-30-17 DSA Application #04-115656 Estimated cost: \$1.9 million.

Santa Maria Bonita School District	7-01-16 to 9-01-16
18 Portables, walk-in, and site work at 15 different sites.	DSA A# 03-116518, 116875, 116876, 116877
Facilities – Scott Roy	116879, 117071, 72, 73, 74, 117119, 117120
Architect – PMSM Architects	03-117204. Est. Cost: \$8 million
Ventura Unified School District	7-01-16 to 10-01-16
Will Roger, Ventura Charter, & Atlas Elem.	DSA A# 03-117056 & 03- 117059
Modernization, new mod. bldgs. & site work	Est. Cost: \$7 million
Facilities – Terri Allison	
Architect – KBZ Architects	
Oxnard High School District – Oxnard	4-1-14 to 6-01-16
Rancho Campana High School – Camarillo	DSA Application #03-114964
New High School, 9 bldgs. & Performing Arts Theater.	Est. Cost: \$85 million
Facilities – Steve McFarland	
Architect – HMC Architects	
KPFF – Structural Engineer	
Hueneme Unified School District	1-01-15 to 8-24-15
EO Green & Art Haycox Elementary Schools	DSA Application #03-116021 & 03-116020
2 new 2 story classroom bldgs.	Est. Cost: \$7 million
Facilities – Christine Walker	
Architect - PMSM	
Santa Barbara Unified School District	4-1-14 to 6-01-15
Dos Pueblos High School – Shower & Locker bldg..	DSA Application #03-115434
Facilities – Carl Mayrose	Est. Cost: \$900,000.00
Architect – KBZ Architects	
Lompoc Unified School District	1-01-14 to 11-01-14
District Central Kitchen Renovation	DSA Application #03-115268
Facilities – Stuart Hauck	Est. Cost: \$1.2 million
Architect – KBZ Architects	
Oxnard High School District – Oxnard	5-01-13 to 1-30-14
Camarillo High Aquatics Center & Hueneme High Aquatic Center	DSA Application #03-114471
Facilities – Steve McFarland	and #03-114472
Architect – Blackbird Architects	Est. Cost: 6.2 million
Rio School District – Oxnard, Ca.	1-01-13 to 9-1-13
Rio Real Elementary – Kitchen/Culinary renovation.	DSA Application #03-114443
Facilities – Charlie Fichtner	Est. Cost: \$900,000.00
Architect – RNT Architects	
Oxnard Elementary School District	7-13-12 to 1-9-14
Driffill Elementary School	DSA Application #03-113652
District Facilities – Jorge Gutierrez	Est. Cost: \$ 26 million
Architect - Flewelling & Moody	
New School bldg. – 27 classrooms & Admin.	
Santa Barbara School District	7-1-12 to 6-1-13
San Marcos High School – New Health Academy Bldg.	DSA Application #03-110488
Facilities – Carl Mayrose	Est. Cost: \$5.6 million
Architect – KBZ Architects	
Templeton Unified School District	2-01-12 to 8-01-12
TES & TMS Modernization Project	DSA Application #01-109527
Phase I & II	DSA Application #01-110185
District M&O Director – Andrew Cherry	Est. cost \$2.2 million
Architect: PMSM Architects	

Oxnard High School District	2-01-11 to 12-1-12
Channel Island High School – New Auto Shop	DSA Application: #03-113024
Rio Mesa High School – Culinary Arts Classroom	DSA Application: #03-113010
District Representative: Stephen Mc Farland	Est. Cost: \$7.5 Million
Oxnard High School District	9-20-10 to 2-13-11
Rio Mesa High School – Culinary Arts Classroom	DSA Application: #03-113010
Channel Island High School – CTE Auto Shop	DSA Application: #03-113024
Adolfo Camarillo High School – Snack Bar	
DSA Field Engineer: Andy Widjaja	Est. Cost: \$5.4 million
Santa Barbara School District	8-01-11 to 2-10-12
San Marcos High School – New Classroom Bldg, Mod, & Sitework	
Architect: KBZ Architects Inc.	DSA File: #42-H3
Structural Engineer: Kanda & Tso Associates	DSA Application: #03-110488
District Representative: Carl Mayrose	
DSA Field Engineer: Andy Widjaja.	Est. Cost: \$7.3 million
Santa Barbara School District	7-08-10 to 11-01-11
Dos Pueblos High School – Engineering Academy Bldg.	
Architect: KBZ Architects Inc.	DSA File: #42-H3
Structural Engineer: Kanda & Tso Associates	DSA Application: #03-112001
DSA Field Engineer: Andy Widjaja	Est. Cost: \$5.2 million
Rio School District	6-01-09 to Present
Modernization Projects (@ various sites)	
Architect: Amador, Whittle Architects – Ventura	DSA File: # 56-26
DSA Field Engineer: Andy Widjaja	DSA Application: # 03-112152
2 Science labs, New Modular bldgs.	Est. Cost: \$2.6 million.
Santa Barbara School District	1/21/08 to 6-01-09
Modernization Projects (@ various sites)	
Architect: KBZ Inc.	DSA File: # 42-H3
DSA Field Engineer: Andy Widjaja	DSA Application: # 03-112213
	Total Est. Cost: \$20 million
La Paz Intermediate School	7/01/07 to 1/18/08
Class 1 New Gym & Learning Center	
Saddleback Valley Unified School District	Wood Framing, Cast in place Concrete.
Architect: Westberg – White Inc.	Masonry, Structural Steel,
Structural Engineer: KNA	DSA File # - 30-47
DSA Field Engineer: Jay Kinhal	DSA Application # - 04-108075
	Est. Cost: \$5.6 million
Santa Barbara High School (#18)	2/01/07 to 7/01/07
ADA Concrete Access Ramp/Retaining Walls/ Storm Drain System.	
Santa Barbara High School District. Architect: KBZ Inc.	Structural Engineer: Morgan Jones
Civil Engineer: Flowers and Associates	DSA File # - Pending
DSA Field Engineer: Andy Widjaja	DSA Application # - Pending
	Cost: \$550,000.00
Santa Barbara High School (#17)	5/15/06 to 7/21/07
Modernization – Phase I & II.	
Santa Barbara High School District	DSA File – #42-H3
Architect: KBZ Inc.	DSA Application - #03-107791
Structural Engineer: Kanda & Tso Ass.	
DSA Field Engineer: Andy Widjaja	Cost: \$4,561,900.00
Santa Barbara Junior High School (#16)	6/19/06 to 8/31/06
ADA Concrete Entry Ramp/Tile/Masonry/Site Work.	
Santa Barbara High School District	DSA File - #42-H3
Architect: KBZ Inc.	DSA Application - #03-109078
Structural Engineer: Kanda & Tso Ass.	
DSA Field Engineer: Andy Widjaja	Cost: \$229,950.00

<p>Santa Barbara Junior High School (#15) Complete Automated Fire Alarm System. Santa Barbara High School District Architect: KBZ Inc. DSA Field Engineer: Andy Widjaja</p>	<p>8/08/05 to 6/30/06 DSA File - #42-36 DSA Application - #03-107465 Cost: \$500,000.00</p>
<p>Jewish Home Hospital – Reseda, Ca. Project Manager for Sanie Mfg. Managing the fabrication and installation of all miscellaneous structural steel, stairs, canopy's, rails, ext.</p>	<p>4-01-05 to 8-01-06 Cost: \$45 million</p>
<p>Santa Barbara High School (#14) Infrastructure Upgrade / New Class 1 bldg. Architect: KBZ Inc. Structural Engineer: Kanda & Tso Associates DSA Field Engineer: Andy Widjaja</p>	<p>5/10/05 to 8/25/06 DSA Application - #03-107519 DSA File - #42-H3 Cost: 2.6 million</p>
<p>California High School (#13) New Class 1 Masonry Bldg. Whittier Unified High School District Architect: Flewelling & Moody, Lisa Augular Structural Engineer: Grossman & Speer Associates DSA Field Engineer: Manlio Roy</p>	<p>2/01/05 to 5/10/05 DSA File - #19-67 DSA Application - #03-107788 Cost: 1.3 million.</p>

Note: Further detailed & in-depth information regarding any or all above projects is available upon request.



DSA INSPECTIONS / MANAGEMENT

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"Building Safer Schools"

References

Schools/School Districts:

Oxnard Elementary School District
 Allan Hancock College
 Orcutt Union School District
 Orange Unified School District
 Santa Maria Bonita School District
 Oxnard High School District
 Oxnard High School District
 Oxnard High School District
 East Whittier School District
 Monticito Unified School District
 Oak Park Unified School District
 Templeton Unified School District
 Rio School District
 Lompoc School District
 Lompoc School District
 Los Olivos School District
 Golita School District
 Atascadero School District
 Saddleback School district
 Yorba Linda School District
 Multicultural Learning Center
 Discovery Charter Prep School
 Envirmental Charter High School
 Ventura Unified School District
 Oxnard Elementary School District
 Santa Barbara School District
 Hueneme School District

Contact Personnel:

Gerald Schober
 Steve Marshall
 Sandy Knight
 Matthew C. Strother
 Scott Roy
 Steve Dickinson
 Josh Brown
 Deanna Rantz
 Michael Chapko
 Kevin Mitchell
 Julie Suarez
 Chris Bonin
 Charles Fichtner
 Jim Reizer
 Stuart Hauck
 Marsha Filbin
 Jay Sullivan
 Stuart Stoddard
 Randy Huttenberger
 Rick Guaderrama
 Toby Bornstein
 Sheryl Schubert
 Quynh Tran
 Terri Allison
 Larry Cross
 Dave Hetynok
 Christine Walker

Title

CFW - VP
 Director of Facilities
 Asst. Superintendent
 Director of Facilities
 Director of Facilities
 Asst. Superintendent
 Director of Facilities
 Director of Purchasing
 Director of Fracilities
 District Manager of Const.
 Director of Business
 Director of Facilities
 District CM
 District Financial & Purchase
 District Manager of Const.
 Principal/CM
 Director of Facilities
 Superintend of Schools
 Director of Facilities
 Director of Facilities
 Principal/CM
 Principal/CM
 Principal/CM
 Director of Buisness
 Director of Facilities
 Districtor of Facilities
 Superintend

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 (805) 385-2518
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 (805) 681-1231
 (805) 462-4243
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 (714) 448-0713
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 (818) 897-1044
 (310) 214-3400
 (805) 289-7981 (ext. 1002)
 (805) 385-1514 (ext. 2549)
 (805) 963-4331
 (805) 488-3588

Architects:

19/Six Architects
 HMC Architects - Los Angeles
 KBZ Architects - Santa Barbara
 KBZ Architects - Lompoc
 KBZ Architects - Ventura
 Ravatt Architect - Atascadero
 Amador Whittle Architects
 WLC Architects - Rancho Cucamonga
 Roesling, Nakamura, Terada - Ventura
 PSWC Group - Architects
 Flewelling & Moody - Pasadena
 HMC Architects - Los Angeles
 PMSM Architecs - San Luis Obispo
 PMSM Architecs - Santa Barbara

Federico Cortez
 Grecilda Perez
 Joe Wilcox
 Stuart Hauwk
 Too Jasperson
 Greg Ravatt
 Bill Amador
 Jim DiCamello
 Tyson Cline
 Mandy Porter
 Jeff Bissiri
 Grecilda Perez
 Alan Kroeker
 Rosa Alvarado

Architect
 Associate Partner
 AIA
 Architect
 AIA
 Achitect

(805) 476-0399
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 (805) 530-3938
 (909) 987-0909
 (805) 626-5330
 (805) 529-9129
 (626) 449-6787
 (213) 542-8300
 (805) 476-0399
 (805) 963-1955

Construction Managers:

California Construction Management (CCM)
 Balfour Beatty Construction Management
 McCarthy Constuction
 MitCo Management
 Bernards CM

Rod Leard
 Keith Henderson
 Shara McCarthy
 Kevin Mitxhell
 Chris Kasteiner

Construction Manager
 Senior Manager
 Construction Manager
 Construction Manager
 Construction Manager

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 (805) 264-4133
 (805) 847-5044
 (805) 331-3793
 (661) 510-6364

General Contractors:

SC Anderson - Bakersfield
 Schipper Construction - Santa Barbara
 RSH Construction - Atascadero
 Schock Construction - Santa Barbara
 McCarthy Construction - Ventura
 Staples Construction Co. - Ventura
 Harick Construction - Glendora
 Harbor Construction - Orange County
 Vernon Edwards - Santa Maria

Gary Fullerton
 Paul Wieckowski
 Steve Hendricks
 John Schock
 Pat McCarthy
 Scott Bennett
 Jeff Barnes
 Steve Padula
 David Amavisca

Sr. Superintendent
 Project Manager
 Owner
 Owner
 Owner
 Superintendent
 Superintendent
 Owner
 Superintendent

(661) 979-2183
 (805) 963-4359
 (805) 466-2481
 (805) 896-2889
 (805) 847-5044
 (805) 658-8786
 (626) 705-0085
 (949) 678-7430
 (805) 614-9909



DSA INSPECTIONS / MANAGEMENT

Proposed Fee Structure:

The Client/District will only be billed for onsite inspections unless authorized by the district for other work. KENCO submits monthly invoices with time sheets at an hourly rate for “onsite” inspections only. The following rates are determined by the Class of Inspector required by DSA, the Architect, or the district for each project.

If Owner Representation or QC/QA is requested, the hourly rate for representation will be considered as Class 1. Additional hours for any KENCO manager/consultant on site will only be billed when required to be onsite. Inspector oversight is at “NO COST” to the district.

Fee Structure for DSA Inspectors and Quality Control Inspectors hourly rate:

Class 1 Inspection:	\$ 110.00 per hour.
Class 2 Inspection:	\$ 105.00 per hour
Class 3 Inspection:	\$ 100.00 per hour.

Over Time, Holiday, or Weekend Rate (1 ½ per):

Class 1 Inspector:	\$ 165.00 per hour.
Class 2 Inspector:	\$ 157.50 per hour
Class 3 Inspector:	\$ 150.00 per hour

Minimum hourly trip charge per arrival - 4 hour minimum.

- Rates include all costs, travel, overhead, insurance, and profit. Rates shall remain in effect until December 2024 and are not subject to change without mutual agreement.
- Be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.
- Resumes for project specific IOR’s will be submitted as requested and pending architect, DSA & district approval.

Channel Island High School – Oxnard Unified High School District. Auto Technology Academy



KENCO Construction Services, Inc.

4664 Romola Ave. La Verne, Ca. 91750

Phone: (714) 981-2752 - E-mail: kenhinge@kenco-inc.com



Drifill Elementary – P2P Building – Oxnard Elementary School District





DSA INSPECTIONS / MANAGEMENT

"Building Safer Schools"

Los Angeles – Orange – San Bernardino - Santa Barbara – Ventura – San Joaquin- North Counties

www.kencoconstructionservices.com

Project Approach and Methodology:

KENCO Construction Services, Inc. is committed to providing quality control, quality assurance, and experienced DSA inspections. Ken Hinge (President) will be the proposed Senior DSA Class 1 inspector (if required) and will be the key personnel/manager for all KCCD projects and will lead all other inspectors (if required) in coordination and execution of the services at no additional cost to the district unless contracted as an IOR. My 35 years of construction experience, 15 years of management experience, and 20 years as a DSA certified inspection experience will provide exceptional and professional experience in inspections and management for the requirements of the Design Team, District, and the contract documents. Providing this inspection or management service will ensure that the relationship between the District, Design Team, Contractor, and DSA is professional and successful. And to ensure the inspector is productive, respectful, and cost effective. Our **"Pro-Active"** approach to all projects has been extremely beneficial to our clients and contractors to make sure all our projects are successful. Documentation is a must and we provide all daily reports, DSA documentation, inspection requests, field memos, and "As Built" review throughout the entire project. Field Memos allow issues or problems to be resolved in-house to avoid involvement of DSA. We will make sure every effort is made to correct issues before we submit any DSA deviation notice. Our goal is to make every project successful and cost effective.

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

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. **Oxnard School District** agrees to pay *KENCO Construction Services, Inc.* our monthly invoice for project services billed at the stated rate per hour for each Class of inspector within 30 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. *KENCO Construction Services* shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The District shall provide all office space, utility lines, and equipment necessary per the project specifications.
6. *KENCO Construction Services* shall provide to **OSD** at the end of the project all documentation in a professional format, either in binders or on a computer CD.
7. *KENCO Construction Services* shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee any *KENCO* project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, *KENCO* will provide a DSA certified inspector until the IOR returns or will coordinate with DSA to provide a new DSA certified inspector.

Ken Hinge, President.

Page 11

KENCO Construction Services, Inc.

4664 Romola Ave. La Verne, Ca. 91750

Phone: (714) 981-2752 - e-mail: kenhinge@kenco-inc.com

Experienced in Aquatic Centers



Oxnard High School District Aquatic Centers



Kenneth Hinge – President and Inspector Oversight, DSA Class 1 Inspector *KENCO Construction Services, Inc.*

revised, 05-01-23.

1129 Village Dr. Santa Maria, Ca. 93455

(714) 981-2752 e-mail: kenhinge@kenco-inc.com

- **DSA Certified Class 1 Inspector. #4922**
- **Project and Construction Manager**
- **School District Representative**
- **General Superintendent of DSA Jurisdiction Construction**
- **President – KENCO Construction Services Inc.**

Summary

I have been in the construction industry for over 45 years. I am a **DSA Class 1 Inspector** and became DSA certified in 2001. My long-term experience and professional approach to every project has provided a proactive and cost-effective process to every Client or School District. My construction experience has been tremendously beneficial to all Architects and Design Teams, and I have many client recommendations. My mission is Code Compliance, QC/QA, and the cost effective and successful completion of every project including DSA certification of all projects. Documentation and "As-Built" review is my specialty.

Skills

- DSA inspector and QC/QA manager since 2001 and for multi-million-dollar projects.
- Experienced in Project Management.
- Experienced with all DSA Regulation, Title 24, ADA, DSA Box, and all California Codes.
- 25 years hands on experience of all phases of construction.
- 10 years as General Superintendent of School Construction under DSA jurisdiction.
- Masonry C-29 contractor and business owner.
- Residential and commercial construction experience.
- Construction Management experience.
- President and Owner of KENCO Construction Services, Inc.
- Project construct-ability review.

Accomplishments

Product Inspection

- Inspected products to ensure highest quality per specification and Contract Documents.
- Inspected workmanship to ensure the highest quality and Code Compliance.
- Inspection of QC/QA and Contract requirements.

Supervision

- Senior Inspection Manager for certified DSA inspectors.
- Trained inspectors to ensure professional performance and DSA required duties to comply with all standards and Code compliance.

Project Planning

- Provided project controls, cost estimation, and other business support services to technical line management, Owners, and Design Team.
- Provide Project and Construction Management.
- Provided cost effective controls and SOV's for projects.
- Construct-ability review of contract documents.

Training

- Responsible for providing vision and guidance to a group of 20 or more construction inspectors and employees, training them on sufficient project plans and procedures. Provided interviews for potential DSA inspectors.
- DSA overview classes.

Documentation

- Reported and documented unsafe conditions, equipment and/or injury.
- OSHA approved competent soils personnel.
- OSHA competent for safety regulation.
- Provide complete Semi-Monthly and Daily Report. Provide all required documents and Digital documentation.

Experience / Projects:

DSA Class 1 Project Inspector, Key Personnel, and Senior Inspector:

KENCO Construction Services, Inc. – La Verne, Ca. 91750

Allen Hancock College

Stagecraft Bldg. #03-121191
Concession Bldg. #03-1122112
Campus Wide Solar. #03-122665
Student Health Center. #03-122065

01-01-21 to 10-01-23
Estimated Total Costs: 45 million

Orcutt Union School District

Orcutt Academy High School
New MPR Bldg.
Architect: 19/6 Architects
Contractor: Quincon

1-01-23 to 1-01-24
DSA Application #03-121912
Estimated Cost: 11 million

DSA Field Engineer – Lawrence Zeitoun

Oxnard School District – Oxnard Ca.

Rose Ave. K-5 New Campus
Architects – IBI Group
Contractor – Balfour Beatty
DSA Field Engineer – Lawrence Zeitoun

11-01-21 to 8-01-23
DSA Application #03-119284
Estimated Cost: 58 million

Orcutt Union School District

OJHS - Administration Bldg.
Facilities: Brad Gitchell
Architect – 19-Six Architects
DSA Field Engineer – David Connelly

3-01-21 to 12-21-21
DSA Application #03-120670
Estimated Cost: 4 million
Structural Eng. – Coffman Engineers

Orcutt Union School District

District Innovation Center Bldg.
Facilities: Brad Gitchell
Architect – SVA Architects
DSA Field Engineer – Pete Fischer

6-01-19 to 3-01-21
DSA Application #03-119780
Estimated Cost: 4,5 million
Structural Eng. – Coffman Engineers

Rio School District – Oxnard, Ca.

New S.T.E.A.M. K-8 School Campus
Facilities – Charlie Fichtner
Architect – A4E, Pasadena, Ca,
Structural Eng. – KPFF, Pasadena, Ca.

11-01-16 to 6-01-19
DSA Application #03-117021.
Estimated Cost: \$60 million

DSA Field Engineer – Pete Fischer

Santa Maria Bonita School District

17 portables at 15 different sites, walk-in freezer, and site work.
Facilities: Scott Roy, SMBSD
Architect: PMSM Architects

7-01-16 to 9-01-16

Est. Cost: \$7 million

Oxnard Unified High School District

Construction of a New High School with Performing Arts Theater.
Rancho Campana High School – Camarillo, Ca.
HMC Architects – KPFF Structural Engineers
DSA Field Engineer – Andy Widjaja

4-01-14 to 6-01-16
DSA Application #03-114964

Estimated Cost: \$80 million

Oxnard Unified High School District

Aquatic Centers and Bath Houses
Hueneme High School Aquatic Center

4-01-13 1-30-14.
DSA Application #03-114472

Camarillo High School Aquatic Center
Blackbird Architects & Arch-Pac Architects
DSA Field Engineer - Andy Widjaja
DSA Application #03--114471
Est. Cost: \$7.5 Million

Santa Barbara School District Total estimated cost for this Phase: \$15 million
San Marcos High School – New Classroom Bldg. Modernization & Site work 8-01-11 to 4-01-13
Architect: KBZ Architects Inc. DSA File: #42-H3
Structural Engineer: Kanda & Tso Associates. DSA Application: #03-110488
District Representative: Carl Mayrose
DSA Field Engineer: Andy Widjaja. Est. Cost: \$7.3 million.

Santa Barbara School District 7-08-10 to 11-01-11
Dos Pueblos High School – Engineering Academy Bldg.
Architect: KBZ Architects Inc.
DSA File: #42-H3
Structural Engineer: Kanda & Tso Associates DSA Application: #03-112001
DSA Field Engineer: Andy Widjaja Est. Cost: \$6 million

Rio School District 6-01-09 to 6-01-11 Modernization Projects (@ various sites)
Architect: Amador, Whittle Architects – Ventura DSA File: # 56-26 DSA
Field Engineer: Andy Widjaja DSA Application: # 03-112152
2 Science labs, New Modular bldgs. Est. Cost: \$2.6 million

UCLA - Spieker Aquatics Center
1-28-08 to 1-01-10
Project Manager
Complete new swimming pool and equipment bldg. PCL Construction Est. Cost: \$10 million

Santa Barbara School District 1/21/08 to 6-01-09 Modernization Projects (@ various sites)
Including 3 swimming pool code upgrade. (Virginia Graeme Baker Act) Architect: KBZ Inc.
DSA Application: # 03-112213 DSA File: # 42-H3
DSA Field Engineer: Andy Widjaja Total Est. Cost: \$20 million

Santa Barbara School District 1-01-07 to 1-01-08
San Marcos High School New swimming pool
Architect: KBZ Architects Estimated Cost: \$ 4 million

La Paz Intermediate School 7/01/06 to 1/18/07
Saddleback Valley Unified School District Wood Framing, Cast in place Concrete.
Class 1 New Gym/MPR & Learning Center Masonry, Structural Steel,
Architect: Westberg – White Inc. DSA Application # - 04-108075
Structural Engineer: KNA DSA File # - 30-47
DSA Field Engineer: Jay Kinhal Est. Cost: \$5.6 million

Santa Barbara Unified School High School Estimated cost for this Phase: \$20 million
Modernization – Phase I & II. 5/15/06 to 7/21/07
Santa Barbara High School District DSA File – #42-H3
Architect: KBZ Inc. DSA Application - #03-107791

Structural Engineer: Kanda & Tso Ass.
DSA Field Engineer: Andy Widjaja Cost: \$4,561,900.00
Santa Barbara Junior High School 6/19/06 to 8/31/06
ADA Concrete Entry Ramp/Tile/Masonry/Site Work.
Santa Barbara High School District DSA File - #42-H3
Architect: KBZ Inc. DSA Application - #03-109078

Structural Engineer: Kanda & Tso Ass.
DSA Field Engineer: Andy Widjaja
Santa Barbara Junior High School 8/08/05 to 6/30/06
Complete Automated Fire Alarm System.

Santa Barbara High School District
Architect: KBZ Inc.
DSA Field Engineer: Andy Widjaja

DSA File - #42-36
DSA Application - #03-107465

Page 3.

4-01-05 to 8-01-06

Jewish Home Hospital – Reseda, Ca.
Project Manager for Sanie Mfg.
Managing the fabrication and installation of all miscellaneous structural steel,
stairs, canopy's, rails, ext .

Cost: \$45 million

Santa Barbara High School
Infrastructure Upgrade / New Class 1 bldg.
Architect: KBZ Inc.
Structural Engineer: Kanda & Tso Associates
DSA Field Engineer: Andy Widjaja

5/10/05 to 8/25/06

DSA Application - #03-107519
DSA File - #42-H3
Cost: 2.6 million

California High School
New Class 1 Masonry Bldg.
Whittier Unified High School District
Architect: Flewelling & Moody, Lisa Angular
Structural Engineer: Grossman & Speer Associates
DSA Field Engineer: Manlio Roy

2/01/05 to 5/10/05

DSA File - #19-67
DSA Application - #03-107788

Cost: 1.3 million.

Morse Elementary
Modernization.
Placentia / Yorba Linda School District
Architect: WLC, John Griffen
DSA Field Engineer: Jay Kinhal

6/14/04 to 1/31/05
Total Phase Cost: \$5.5 million
DSA File - #30-31
DSA Application - #04-101889
Cost: 1.5 million

Sierra Vista Elementary Modernization
Placentia / Yorba Linda School District
Architect: WLC, John Griffen
DSA Field Engineer: Jay Kinhal

6/14/04 to 1/31/05
DSA File - #30-31
DSA Application - #04-101888
Cost: 1.5 million

Van Buren Elementary Modernization.
Placentia / Yorba Linda School District
Architect: WLC, John Griffen
DSA Field Engineer: Jay Kinhal

6/14/04 to 1/31/05
DSA File - #30-31
DSA Application - #04-101886
Cost: 1.5 million

Education and Training

DSA Class 1 Certificate in Building Codes and Inspection.
DSA Overview classes.
10 years as Superintendent of Construction in building schools under DSA Jurisdiction.
18 years as a Masonry Contractor

Academic Achievement:

High School Graduate, Central High School - Fresno, Ca.
2 years in management at Fresno City College - Fresno, Ca.



Division of the
State Architect

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Project Inspector - Class 1

This is to certify that pursuant to the provisions of the
California Code of Regulations, Title 24, Part 1

Kenneth Hinge

Successfully completed the Class 1 Inspector Examination
Administered under the authority of the Division of the State Architect

Certificate Number: 4922

Effective: September 12, 2023 Expires: September 12, 2027

The Project Inspector and any Assistant Inspectors must be approved by the
Division of the State Architect for each individual project prior to start of construction.

Ida A. Clair, AIA
State Architect

Profile

Over 39 years in the construction industry with over 37 years of Division of the State Architect (DSA) General Building Inspection CLASS 1, Project Management and Co-ordination experience in California K-12 Schools and Community Colleges. Well versed in plan reading, constructability reviews, and all applicable up to date building codes. Leadership and communication skills with Owners, School Districts, Design professionals, Contractors and Community Groups. Supervised and trained multiple Inspectors.

Summary of Qualifications

- Certified by the DEPARTMENT OF GENERAL SERVICES, DIVISION OF THE STATE ARCHITECT (DSA) **PROJECT INSPECTOR CLASS 1, CERTIFICATE #811**
- 2008 DSA IN-DEPTH FIRE AND LIFE SAFETY CERTIFICATE
- 2008 DSA IN-DEPTH ELECTRICAL CERTIFICATE
- 2004 CALIFORNIA ELECTRICAL TRAINING CERTIFICATION
- 2001 FIRE & LIFE SAFETY CODE CERTIFICATION FOR DOORS AND HARDWARE
- 2000 CERTIFICATE FOR PROJECT MANAGEMENT & SCHOOL CONSTRUCTION FROM THE ACADEMY FOR BUSINESS CAREER DEVELOPMENT
- **1983 MASTERS BUILDERS ASSOCIATION CIVIL ENGINEERING AND CONSTRUCTION SUPERVISORS CERTIFICATION, MBA**

DSA PROJECT INSPECTOR & PROJECT MANAGER

Professional experience

AUGUST 2022 TO PRESENT OXNARD SCHOOL DISTRICT, OXNARD, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- **Rose Avenue K-5 School** - New Campus: Steel Frame with steel studs
Administration Bldg- Occupancy Group B, Construction Type V-B Fully Sprinklered 5,206sf.
Multipurpose Bldg- Occupancy Group A-3, Construction Type II-B Fully Sprinklered 8,405sf.
Classrooms with Media Center 2 Story - Occupancy Group E, Construction Type II-B 53,822sf.
\$42 Million DSA# 03-119284

MAY 2020 TO AUGUST 2022 SIMI VALLEY UNIFIED SCHOOL DISTRICT, SIMI VALLEY, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- **Royal High School** MPR Renovation and Addition:
New Stage Addition (CMU) and Offices (Steel frame with steel studs) 5167sf.
Occupancy Type A-1,A-2,B,E,F-1,M, Const Type II-B Fully Sprinklered total 25,268 sf.
\$10.5 Million (Current Value approx \$16 Million) DSA# 03-118787

JUNE 2019 TO APRIL 2020 SANTA YNEZ VALLEY UNION HIGH SCHOOL DISTRICT, SANTA YNEZ, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- **Santa Ynez Valley Union High School** Modernization & Addition: **\$6 Million (CV approx. \$9.6Mil) DSA# 03-119086**

MARCH 2017 TO MAY 2019 OXNARD SCHOOL DISTRICT, OXNARD, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- **Elm Elementary School** K-8 New Campus wood/metal frame (44,280 sf)
Type VA fully sprinklered Double Story Classroom Buildings
Type VB fully sprinklered Admin/Media, Kindergarten, Multi-Purpose Buildings: **\$25 Million in 2017 (Current Value approx. \$40 Million) DSA# 03-116407**

NOVEMBER 2016 TO MARCH 2017

SAN DIEGO CENTRAL COURTHOUSE, SAN DIEGO, CALIFORNIA

SPECIALTY INSPECTOR

- **San Diego Central Courthouse** Inspection of Fire Alarm system throughout newly constructed 25-story building plus 3 high security Basement levels. Co-ordinated final Inspections with State Fire Marshall: **\$500 Million (CV \$800 Mil+)**

2011 TO 2016

LOS ANGELES COMMUNITY COLLEGE DISTRICT, LOS ANGELES, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- **Los Angeles City College** Clausen Hall Modernization: Music Hall, Classrooms & Offices: **\$16.5 Million (CV \$27 Mil+)** DSA# 03-113591
- **Los Angeles City College** Red Line Project: **\$5.5 Million (CV \$9 Mil+)** DSA# 03-112721

2010 TO 2011

SIMI VALLEY UNIFIED SCHOOL DISTRICT, SIMI VALLEY, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- **Royal High School** Science Building Addition and Modernization, Boys Locker room Modernization: **\$3 Million (CV \$5Mil)** DSA# 03-113094

2009 TO 2010

LOS ANGELES COMMUNITY COLLEGE DISTRICT, LOS ANGELES, CALIFORNIA

DSA INSPECTOR OF RECORD – Class 1

- **Pierce College** PE Renovation Project – New Wellness, Olympic Pool, (2) Gymnasiums, Fieldhouse, Snack bar, Restrooms & Upgrade Bleachers: **\$18 Million (CV \$30 Mil+)** DSA# 03-111188

1996 TO 2008

LAS VIRGENES UNIFIED SCHOOL DISTRICT, CALABASAS, CALIFORNIA

SENIOR DSA INSPECTOR and SENIOR PROJECT MANAGER - Projects in excess of \$210 Million (CV \$346 Million)

Master planning and implementation of Bond Measure G projects: \$128 Million (CV \$212 Million)

- Master Planning of Performing Arts Theatres on **Agoura HS** and **Calabasas HS** campuses: **\$18.3 (CV \$30 Million) each**
- Upgraded Technology and Security to all campuses
- Increased parking capacity to most campuses
- Planned, coordinated, managed and inspected Relocation of **Indian Hills HS** and **District Community Learning Center**
- **Agoura HS** stadium Toilet Facility and rubberized Track replacement
- Refurbishment of **Calabasas HS** campus Toilets and various landscaping projects

Master planning and completion of Bond Measure R projects: \$93 Million(CV \$154 Million)

- **A.C Stelle Middle School** Phases 1,2 & 3 construction cost in excess of **\$38 million (CV \$63 Million)** DSA# 03-104716
- **Modernizations** to seven (7) campuses
- Construction of five (5) **Multi-Purpose Buildings and Additions**
- Construction of five (5) **Cellular Sites**
- **Buttercup Pre-School** Designed and managed construction DSA# 03-100853
- **Bay Laurel ES, Sumac ES, Round Meadow ES, Yerba Buena ES, Chaparral ES, Lupin Hill ES, Willow ES, White Oak ES.** Class size Reduction, (27) Relocatable Classrooms and site work DSA#s 03-66879, 03-66880

Numerous other **Relocatable Projects**, non-DSA projects and **Deferred Maintenance Projects and other funding sourced projects: \$67 Million (CV \$110 Million)**

1996

PLEASANT VALLEY SCHOOL DISTRICT, CAMARILLO, CALIFORNIA

DSA INSPECTOR OF RECORD and Project Manager

- **Los Primeros Elementary** Modernization: **\$2.5 million (CV \$4.25 Million)** DSA# 03-62434
- **Camarillo Heights Elementary** Modernization: **\$2.5 million (CV \$4.25 Million)** DSA# 03-62432
- **Los Posas ES, Monte Vista ES, Los Primeros ES, Tierra Linda ES, Los Altos ES, El Rancho ES, Valle Lindo ES, Santa Rosa ES.** (25) Relocatable Classrooms and site work in excess of **\$1 million (CV \$1.7 Million)**

1994 TO 1996

LAS VIRGENES UNIFIED SCHOOL DISTRICT, CALABASAS, CALIFORNIA

DSA INSPECTOR OF RECORD and Project Manager

- **FEMA Earthquake** Project Management & Inspection of repairs to 10 school sites in excess of **\$2 million (CV \$3.5 Mill)**
DSA#s 03-62224, 03-62419
- Various **Deferred Maintenance Projects: \$280,000.00 (CV \$475,000.00)**
- **Lupin Hill Elementary** Relocatables and toilet buildings project: **\$550,000 (CV \$1 Million)** DSA# 03-61277
- **Chaparral Elementary** Addition - phase 1 project: **\$1.2 Million (CV \$2 Million)** DSA# 03-60443

DSA INSPECTOR OF RECORD

1993 TO 1994

PLEASANT VALLEY SCHOOL DISTRICT, CAMARILLO, CALIFORNIA

- **Tierra Linda Elementary** 60,000 sq. ft. TYPE V Construction in excess of **\$14.6 million (CV 25 Mil+)** DSA# 03-57024

1991 TO 1993

MOORPARK UNIFIED SCHOOL DISTRICT, MOORPARK, CALIFORNIA

- **Moorpark High School** phase 3 and 4. 48455 sq. ft. including TYPE VI one hour rated **Performing Arts Building**, 5 Classroom Buildings and Football Stadium project in excess of **\$17 million (CV \$30 Million+)** DSA# 03-52769

1989 TO 1991

SANTA BARBARA COMMUNITY COLLEGE DISTRICT, CALIFORNIA

- **Santa Barbara Community College** Student Services Center remodel; TYPE V with new steel Frame and lightweight concrete Mezzanine Floor in excess of **\$14.5 million (CV \$26 Million)** DSA# 03-51299

1989

GLENDALE UNIFIED SCHOOL DISTRICT, GLENDALE, CALIFORNIA

- **John Muir Elementary** Two story addition with automatic fire sprinkler system, TYPE V one hour rated, grouted masonry and steel frame construction in excess of **\$5.5 million (CV \$9. Million)** DSA# 03-51029

1986 TO 1989

MOORPARK UNIFIED SCHOOL DISTRICT, MOORPARK, CALIFORNIA

- **Campus Canyon Elementary** 31,000 sq. ft. TYPE V non-rated wood frame construction, with asphalt composition shingle roof: **\$13 million (CV \$24 Million+)** DSA# 03-48317
- **Moorpark High School** – phase 1 and 2 Assistant Inspector

International experience

1984-1986 C.A. Biffen Construction, Zimbabwe, Africa -General Const Supervisor – Industrial and Housing Projects

1981-1984 Burger & McBean Construction, Zimbabwe, Africa-General Const Supervisor – Industrial and Housing

1978-1981 Matabeleland Christian Mission, Zimbabwe, Africa-Trainee Construction Supervisor – Schools & Church

Education

- Bulawayo Technical College, Zimbabwe, Africa

- Lincoln High School graduate, Lincoln, Illinois

Awards received

1999 City of Agoura Hills - LETTER OF COMMENDATION FOR SAFETY AND TRAFFIC FLOW DESIGN

1999 City of Calabasas - SCHOOL AREA SAFETY COMMITTEE CERTIFICATE OF APPRECIATION

References

Pedro Avila Director of Facilities & Planning, Simi Valley USD – (Office) 805-306-4500 ext 4401

Ruben Ruiz Arcadis Architecture (cell) 805-748-9900

Rodney Norris District Senior Construction Inspector, LA Community College District (cell) 213-999-3564

Matt Fulton Project Manager, BuildLACCD/DRB Associates (cell) 310-750-5357

Dr. Donald Zimring (previously) Superintendent, Las Virgenes Unified School District (cell) 818-943-0802

Alan Camerano DC Architects (cell) 909-772-1676

Gladys Bowen (previously) Steinberg Architects (cell) 626-437-6846



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2024

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 Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007	FAX (A/C. No.):
	E-MAIL ADDRESS: contact@hiscox.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hiscox Insurance Company Inc	10200	
INSURED Kenco Construction Services Inc. 4664 Romola Ave La Verne, CA 91750	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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P100.108.112.5	02/18/2024	02/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

Oxnard School District is named additional insured. The Hiscox General Liability Policy P100.108.112 is endorsed with Waiver of Subrogation and Primary and Non-Contributory endorsement in favor of Oxnard School District subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District
 1051 South A Street
 Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08-25-2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
AMEEN INSURANCE SERVICE
1870 N HACIENDA BLVD
SUITE 103
LA PUENTE CA 91744

CONTACT NAME:	
PHONE (A/C No, Ext): 626-917-3656	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: US Specialty Insurance Company	NAIC # 29599
INSURER B: *	
INSURER C: *	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Kenneth Hinge
Kenco Construction Services Inc.
4664 Romola Ave
La Verne CA 91750

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.

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<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	USS 23 33742	04-25-2023	04-25-2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L EACH ACCIDENT \$ E.L DISEASE - EA EMPLOYEE \$ E.L DISEASE - POLICY LIMIT \$
<input type="checkbox"/>	Error And Omissions			Professional Liability	04-25-2023	04-25-2024	plcy#USS2030779 1,000,000/2,000,000

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

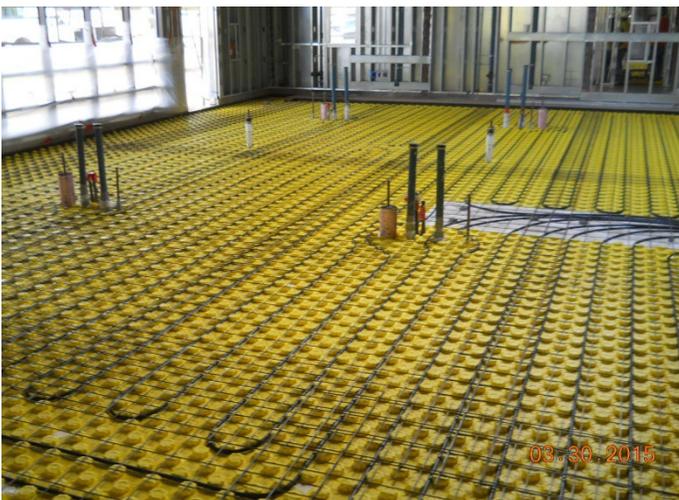
CERTIFICATE HOLDER
Oxnard School District
1051 South A St
Oxnard, CA 93030

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

OHSD - Ranch Campana High School – Camarillo

Completed on time and under budget: , 6-01-2016





09.03.2015



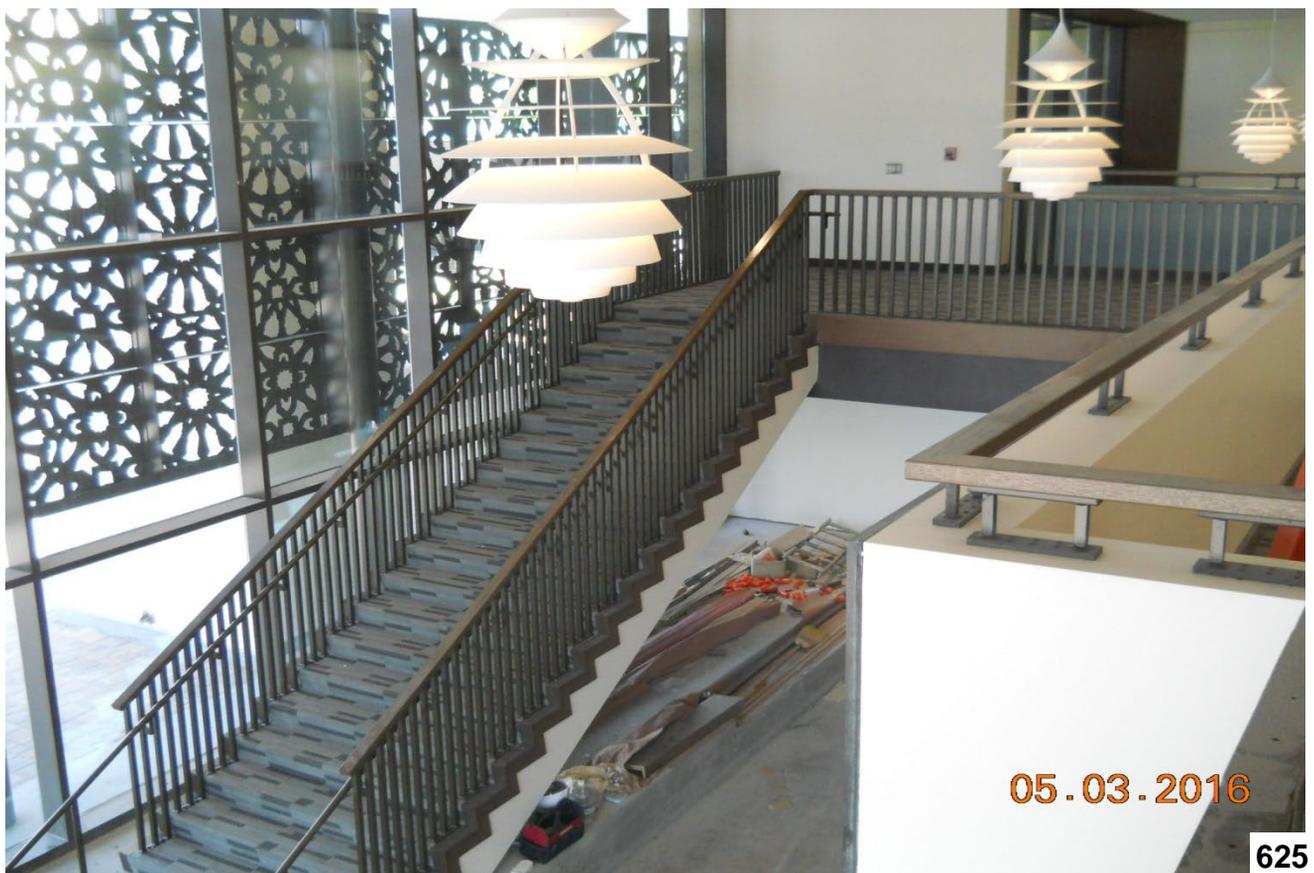
09.03.2015

Performing Arts Theater – Rancho Campana High School

Completed on time and under budget: , 6-01-2016



Rancho Campana High School – PAC Bldg.



Driffill Elementary – P2P Building – Oxnard Elementary School District



Driffill Elementary – P2P Building – Oxnard Elementary School District



Channel Island High School – Oxnard. Auto Technology Academy



Dos Pueblos High School – Academy Bldg. Santa Barbara Unified School District



Rio Vista Middle School – Rio School District - Oxnard



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Facilities Agreement

Selection of Architect of Record to Provide Architectural Engineering Services for the Lemonwood School Changing Room Project and Approval of Agreement #24-141 for Architectural Services with SVA Architects, Inc. for the Proposed Project Design (Mitchell/Miller/CFW)

The Lemonwood School Changing Room project includes expanding the changing rooms in the Multipurpose Building as a response to increasing the number of students participating in Physical Education activities. A proposal was requested from one of the District's prequalified architectural firms, SVA Architects, Inc. After consideration of the proposal and concepts presented by SVA Architects, Inc, the determination was made to recommend that the Board appoint SVA Architects, Inc. as the Architect of Record for the Lemonwood School Changing Room Project. SVA Architects, Inc. has an accomplished track record of similar projects that align with the goals set forth for the project, and they have demonstrated the commitment and capacity to complete the design on budget and on schedule.

The purpose of this item is to select SVA Architects, Inc. as the Architect of Record for the Lemonwood School Changing Room Project and approve a contract with SVA Architects, Inc. for the provision of architectural design services for the project.

FISCAL IMPACT:

The contract provides for the provision of Architectural Services related to the Lemonwood School Changing Room Project for the Basic Services Fee of:

One Hundred and Thirty-Three Thousand Four Hundred Fifty Dollars and No Cents (\$133,450.00)

Total not to exceed reimbursable expenses are:

Five Thousand Dollars and No Cents (\$5,000.00)

Total contract amount of: \$138,450.00

The Architectural Services fee and reimbursable expenses are to be paid out of the Enhanced Master Construct Program funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in consultation with CFW, that the Board appoint SVA Architects, Inc. as Architect of Record for the Lemonwood School Changing Room project and that the Board of Trustees approve the attached Agreement #24-141 for Architectural Services with SVA Architects, Inc. for the proposed project design.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-141, SVA Architects Inc. -Architctural Engineering Svcs. -
Lemonwood Changing Room Project \(65 Pages\)
Proposal \(2 Pages\)](#)

OSD Agreement #24-141

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

SVA ARCHITECTS, INC.

AND

OXNARD SCHOOL DISTRICT

October 16, 2024

FOR

Lemonwood Changing Room Project

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **16th day of October, 2024** by and between **SVA Architects, Inc.**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **6 Hutton Centre Drive, Suite 1150, Santa Ana, CA 92707** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **October 16, 2024**. 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 C.

- 1.1.30 “District”** shall mean the Oxnard School District.
- 1.1.31 “District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.
- 1.1.32 “District’s Representative”** shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.
- 1.1.33 “DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 “DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 “Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 “Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.
- 1.1.37 “Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 “Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 “Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 “LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 “Weekly Memo”** shall mean a written summary of progress of the specific task or portion of the work provided on Friday of every week to CFW’s Sr. Program Manager in charge of the program.
- 1.1.42 “Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.43 “MOU”** shall mean a memorandum of understanding.
- 1.1.44 “Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.

1.1.45 “**OPSC**” shall mean the Office of Public School Construction of the State of California.

1.1.46 “**Phase**” when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

1.1.47 “**Potential Change Order**” or “**PCO**” shall mean is a written document before it has been approved and effected by the contractor and owner.

1.1.48 “**Principal(s)**” shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

1.1.49 “**Project**” shall mean the project described hereinafter in Section 3.

1.1.50 “**Project Budget**” shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

1.1.51 “**Project Director**” shall mean, with reference to the Architect, a licensed, experienced and well-trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.

1.1.52 “**Project Manager**” shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

1.1.53 “**Project Schedule**” shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

1.1.54 “**Prolog**” shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

1.1.55 “**Request for Information**” or “**RFI**” shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

1.1.56 “**SAB**” shall mean the State Allocation Board of the State of California.

1.1.57 “**Schematic Design Phase**” shall have the meaning set forth in Exhibit B.

1.1.58 “**Services**” shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

1.1.59 “**SWPPP**” shall mean Storm Water Prevention and Pollution Plan.

1.1.60 “Time Impact Analysis” or “TIA” shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2 EMPLOYMENT OF ARCHITECT

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES. The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3 THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

SECTION 4

SERVICES

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit A**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 Cooperation with District and Other Consultants. The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

4.2.5 Project Management Software. The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit A** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Weekly Reports. The Architect shall provide written weekly reports discussing the progress made concerning Services and sent to the District's Sr. Program Manager.

4.2.8 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.9 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

4.2.10 Independent Cost Estimates. The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

4.2.11 Inspection of Records; Familiarity with Site and Project. The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.12 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.13 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may

be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.14 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.15 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals** and permits.

4.2.16 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.16.1 Changes Required to Meet Construction Budget. If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibit A**.

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design or (iii) necessary to comply with applicable laws, rules, or regulations.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions

of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect’s Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

SECTION 5
ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

One Hundred and Thirty-Three Thousand Four Hundred Fifty Dollars and No Cents (\$133,450.00)

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibit A**, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases		
1	Civil Engineering/Demo Existing Landscape/Grading/Accessibility	\$10,000.00
2	Architectural Design/Bidding/Construction Admin.	\$68,150.00
3	Structural Engineering: Prep of Drawings, Details, and Calcs	\$22,500.00
4	Mechanical Electrical Plumbing/Low Voltage	\$25,000.00
5	Survey (limited topographic survey)	\$7,800.00
Total Basic Fee		\$133,450.00

5.1.1.1 Invoices. Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit A**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed Five Thousand Dollars and No Cents (\$5,000.00):

5.4.2.1 Travel and Mileage. Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit A**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit B**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted

FINAL INVOICE FOR THE LEMONWOOD CHANGING ROOM PROJECT. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6 **DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in

no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

6.2.2 Assignment for the benefit of creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 Failure to Cooperate with DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

6.2.8 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 Disregard of District Authority or Direction. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2.2.3 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7 DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may

assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit A** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit A** during each Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9

PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10

DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In

addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION. INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.1.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and

11.1.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.

11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent caused by the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.1.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies. The “retro date” must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect’s insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.2.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12 RESOLUTION OF CLAIMS. Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events. Notwithstanding the foregoing, the District shall not be able to commence or assert a claim beyond the applicable statute of limitations.

12.3 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled “Mediation.” The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13 **NOTICES**

13 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Oxnard School District
Att: Dr. Ana DeGenna, Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

SVA Architects, Inc
Att: Robert M. Simons, AIA, President & Partner
6 Hutton Centre Drive, Suite 1150
Santa Ana, CA 92707

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and

construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultants to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit C** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

15.2 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the

Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: Robert M. Simons

Title: Robert M. Simons, AIA
President & Partner
SVA Architects, Inc.

Date: 09/13/2024

District

By: _____

Title: Melissa Reyes
Director, Purchasing

Date: _____

EXHIBIT A

PROJECT

The Oxnard School District is seeking to expand the changing rooms in the Multipurpose Building on the Lemonwood K-8 campus as a response to increasing the number of students participating in Physical Education activities. The following is a conceptual layout for the project:

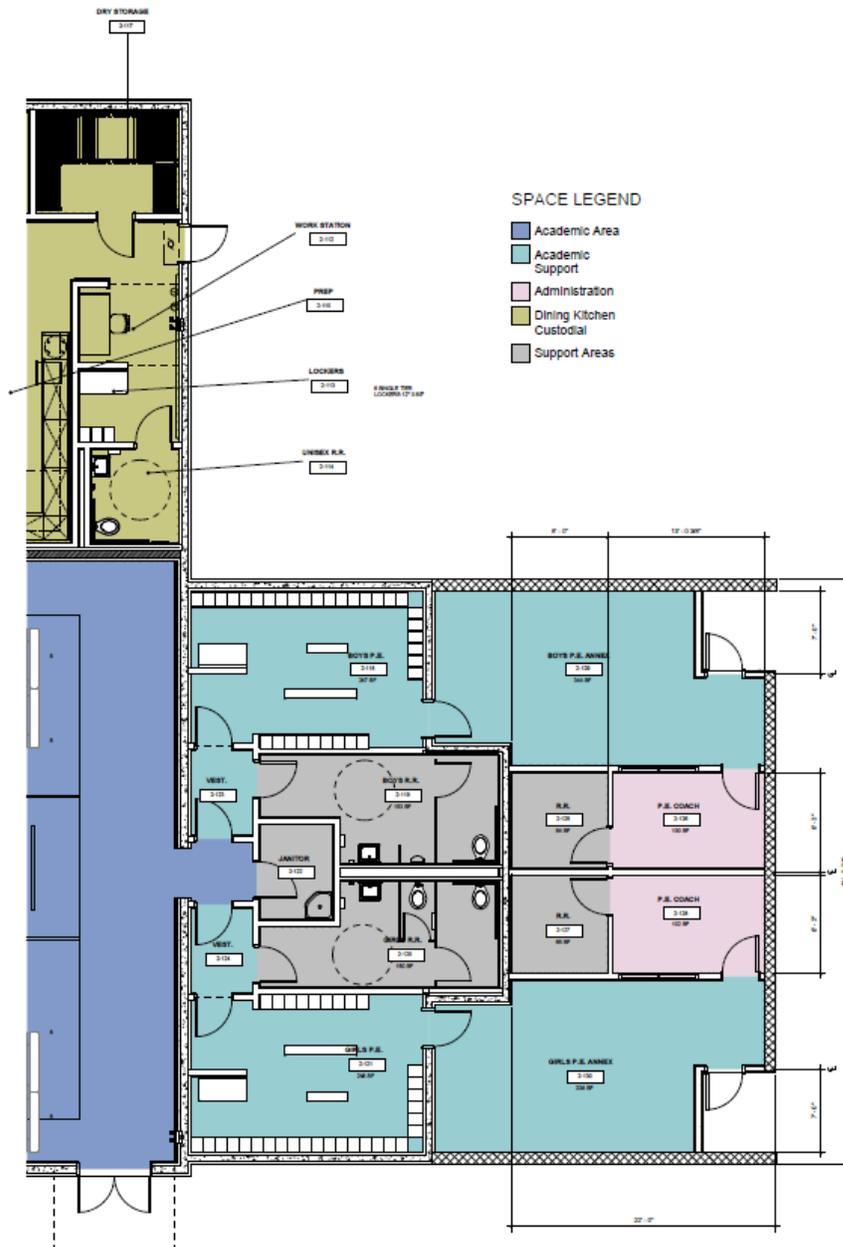


EXHIBIT B

ARCHITECT BASIS OF DESIGN



Santa Ana + Pleasanton + Davis + San Diego + Honolulu

SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1130
Santa Ana, CA 92707

T 949.809.3380

www.sva-architects.com

August 19, 2024

Mr. Scott Burkett
Senior Vice President, Implementation Services
CFW Inc.
521 N. 1st Avenue, Arcadia, CA 91006
sburkett@cfwinc.com

Re: Proposal for Oxnard School District (OSD)
Lemonwood K-8 Changing Rooms Expansion

Dear Scott:

This Letter of Understanding (LOU) shall serve as confirmation between Caldwell Flores Winter (CFW or Client) and SVA Architects, Inc. (SVA) of our mutual understanding of the work for design services of the **Changing Rooms Expansion (Project)** at the Lemonwood K-8 Campus, located at 2200 Carnegie Ct, Oxnard, CA 93033.

I. Project Description and Scope

Oxnard School District is seeking to expand the changing rooms in the Multipurpose Building on the Lemonwood K-8 campus as a response to increasing the number of students participating in Physical Education activities. This campus was recently completed, and OSD has the approved plans indicating current DSA Application numbers.

SVA will coordinate with OSD to prepare design documents to convey the 1,250 s.f. expansion of the existing changing rooms in the Multipurpose Building. In addition to expanding the boys and girls changing rooms, a coaches office and restroom adjacent to each changing room will be included to provide instruction and supervision of P.E. activities. The height and style of the expansion will match the existing Multipurpose Building and include modifications to the adjacent landscaping and walkways to accommodate the new expansion. SVA will prepare Construction Documents for submittal to the Division of the State Architect (DSA) to secure approval from all authorities having jurisdiction. .

SVA will coordinate meetings and submit to DSA for a review; our team will manage all related review and approval process. SVA will assist in the Bidding Phase and provide construction support by reviewing submittals and RFIs as well as attending meetings and participating in online meetings with in-person site meetings during the construction phase of the project. And lastly SVA will conduct close-out/certification services as required.

II. Project Consultants

Based upon the scope of the project, SVA is teamed with VCA Engineers, Inc. (VCA) as our Civil and Structural Engineers, TK1SC for Mechanical, Electrical, Plumbing and Low Voltage. Other engineering and consultation such as Cost Estimating and Water Quality Management Plan is not included at this time.



III. Compensation

A. SVA proposes to complete the above services for a fee of **One Hundred and Twenty-Five Thousand Dollars (\$125,650.00)**. This includes the services of SVA as the Architect, VCA as the Civil and Structural Engineer and TK1SC as the MEPLV Engineer. The fee breakdown is as follows:

• Civil Engineering / Demo Existing Landscape / Grading /Accessibility	\$10,000.00
• Architectural Design / Bidding / Construction Admin.	\$ 68,150.00
• Structural Engineering: Prep of Drawings, Details, and Calcs	\$ 22,500.00
• Mechanical Electrical Plumbing / Low Voltage	\$ 25,000.00
TOTAL FEE	\$125,650.00
• Survey (limited topographic survey)	\$7,800.00

B. Reimbursement for any direct expenses will be at the actual expense without markups. Reimbursable expenses will include, but not be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, and messenger services. SVA's in-house progress sets are excluded from reimbursement. An allotment of **Five Thousand Dollars (\$5,000.00)** for reimbursable expenses shall be included.

C. Payment to SVA will be made monthly in the proportion to services performed.

If the above is agreeable and consistent with our mutual understanding, please sign one original of this Letter of Understanding and return it to us as soon as possible. Please note that the requirements of Section 5536.22 of the Business and Professions Code of the state of California require an executed written agreement by both parties prior to proceeding with any work. The attached terms and conditions are hereby fully referenced and incorporated.

Sincerely,
SVA Architects, Inc.

Robert M. Simons, AIA
President & Partner
License No.: C18301

AGREED AND ACCEPTED:

CFW Inc.

Signature

Name & Title

Date

EXHIBIT C

BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education (“CDE”), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District’s technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District’s consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm- water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The term construction cost excludes property and similar taxes attributable to the Project site.
- (2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost

to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.

- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
 - (i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

- (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
- (iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if required.
- (3) Conduct Architectural program meeting with the District selected project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

- (6) Estimates prepared by Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
 - (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
 - (vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
 - (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
 - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:
- Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:
- Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.
- (5) Estimates:
- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
 - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.
- (7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled, dimensioned floor plans with final room locations including all openings.
 - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - (iii) Identification of all fixed equipment to be installed in contract.
 - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - (v) Preliminary development of details and large scale blow-ups.

- (vi) Legend showing all symbols used on drawings.
 - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
 - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear

- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

(11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents (C/D) 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.

- (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.

- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.
- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.
- (ii) Structural:
 - Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
 - (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
 - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

- (4) Construction Documents - Substantial Completion Stage:
 - (i) Architectural:
 - (a) Completed site plan.
 - (b) Completed floor plans, elevations and sections.
 - (c) Architectural details and large blow-ups completed.
 - (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
 - (iii) Mechanical:
 - (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
 - (iv) Electrical:
 - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- (c) All electrical equipment schedules completed.
- (d) Special system components plans completed.
- (e) Electrical load calculations completed.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
 - Update and refine the 50% Construction Document Estimate.
- (vii) Specifications:
 - (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - Where articles, materials and equipment are identified by brand names, they shall be followed by the words “or approved equal” in accordance with Public Contract Code, Section 3400.
 - Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.
 - At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District’s Construction Manager, made during District review of specifications.
 - (b) Coordination of the development of specifications by other disciplines.
 - (c) Specifications shall be in CSI format.
- (5) Construction Documents Final DSA Approval Stage:
 - (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies’ comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.
 - (ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
 - (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.
- (7) Contract Documents:
 - (i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.
- (2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.
- (6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.
- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.
- (3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Title report.

EXHIBIT D
DELIVERABLES

(1) Schematic Design Phase

Deliverables and Number 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 Number 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 Number of Copies:

- (a) 50-percent submittal - 4 copies of the 50% working drawings, 3 copies of specifications, and 3 copies of cost estimates.
- (b) 90-percent/DSA Submittal - 4 copies of the 90% DSA submittal working drawings, and 3 sets of equipment cut sheets.
- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes - 2 copies (Submit with DSA Submittal)
- (d) 100-percent/DSA-approved submittal - 4 copies
- (e) 4 sets of the DSA-approved one hundred percent (100%) working drawings, 3 sets of specifications, one (1) engineering calculation, and 3 sets of cost estimates.
- (f) Electronic file copy of DSA-approved C/D drawings and specifications on C/D - 1 copy (in PDF and CAD format)
- (g) Design checklist- 2 copies
- (h) A statement at each stage of C/D 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 50-percent, 90-percent, and 100-percent submittals)

- (i) Construction Drawings shall include, at no additional costs (included in fee), space planning drawings for each classroom and support space of the project. This shall include specifications of all furniture, fixtures, and equipment whether provided by the Contractor or District-supplied.

EXHIBIT E

INVOICE APPROVAL LETTER

DATE: _____

PROJECT: Lemonwood Changing Room Project

ARCHITECT OF RECORD: SVA Architects, Inc.

SVA Architects, Inc. has submitted all required documents pertaining to the Design Phase of the contract for review by the District's Program Manager, Caldwell Flores Winters, Inc. (CFW) and the Oxnard School District.

By signing below, a representative of SVA Architects, Inc. hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date and an accurate representation of the percent work completed for the phase identified in the invoice. The representative also certifies that the invoice submitted does not include any charges for services that have been previously paid or rejected by the District and/or CFW.

SVA Architects, Inc.

Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Date

Oxnard School District

Date

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) **ONLY** into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (projectinvoices@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.

EXHIBIT F

FINGER PRINTING 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: 09/13/2024

Proper Name of Contractor: SVA Architects, Inc.

Signature: 

By: Robert M. Simons, AIA

Its: Partner and President



August 19, 2024

Mr. Scott Burkett

Senior Vice President, Implementation Services

CFW Inc.

521 N. 1st Avenue, Arcadia, CA 91006

sburkett@cfwinc.com

Re: Proposal for Oxnard School District (OSD)
Lemonwood K-8 Changing Rooms Expansion

Dear Scott:

This Letter of Understanding (LOU) shall serve as confirmation between **Caldwell Flores Winter** (CFW or Client) and **SVA Architects, Inc.** (SVA) of our mutual understanding of the work for design services of the **Changing Rooms Expansion** (Project) at the Lemonwood K-8 Campus, located at 2200 Carnegie Ct, Oxnard, CA 93033.

I. Project Description and Scope

Oxnard School District is seeking to expand the changing rooms in the Multipurpose Building on the Lemonwood K-8 campus as a response to increasing the number of students participating in Physical Education activities. This campus was recently completed, and OSD has the approved plans indicating current DSA Application numbers.

SVA will coordinate with OSD to prepare design documents to convey the 1,250 s.f. expansion of the existing changing rooms in the Multipurpose Building. In addition to expanding the boys and girls changing rooms, a coaches office and restroom adjacent to each changing room will be included to provide instruction and supervision of P.E. activities. The height and style of the expansion will match the existing Multipurpose Building and include modifications to the adjacent landscaping and walkways to accommodate the new expansion. SVA will prepare Construction Documents for submittal to the Division of the State Architect (DSA) to secure approval from all authorities having jurisdiction. .

SVA will coordinate meetings and submit to DSA for a review; our team will manage all related review and approval process. SVA will assist in the Bidding Phase and provide construction support by reviewing submittals and RFIs as well as attending meetings and participating in online meetings with in-person site meetings during the construction phase of the project. And lastly SVA will conduct close-out/certification services as required.

II. Project Consultants

Based upon the scope of the project, SVA is teamed with VCA Engineers, Inc. (VCA) as our Civil and Structural Engineers, TK1SC for Mechanical, Electrical, Plumbing and Low Voltage. Other engineering and consultation such as Cost Estimating and Water Quality Management Plan is not included at this time.



III. Compensation

A. SVA proposes to complete the above services for a fee of **One Hundred and Twenty-Five Thousand Dollars (\$125,650.00)**. This includes the services of SVA as the Architect, VCA as the Civil and Structural Engineer and TK1SC as the MEPLV Engineer. The fee breakdown is as follows:

• Civil Engineering / Demo Existing Landscape / Grading /Accessibility	\$10,000.00
• Architectural Design / Bidding / Construction Admin.	\$ 68,150.00
• Structural Engineering: Prep of Drawings, Details, and Calcs	\$ 22,500.00
• Mechanical Electrical Plumbing / Low Voltage	\$ 25,000.00
TOTAL FEE	\$125,650.00
• Survey (limited topographic survey)	\$7,800.00

B. Reimbursement for any direct expenses will be at the actual expense without markups. Reimbursable expenses will include, but not be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, and messenger services. SVA’s in-house progress sets are excluded from reimbursement. An allotment of **Five Thousand Dollars (\$5,000.00)** for reimbursable expenses shall be included.

C. Payment to SVA will be made monthly in the proportion to services performed.

If the above is agreeable and consistent with our mutual understanding, please sign one original of this Letter of Understanding and return it to us as soon as possible. Please note that the requirements of Section 5536.22 of the Business and Professions Code of the state of California require an executed written agreement by both parties prior to proceeding with any work. The attached terms and conditions are hereby fully referenced and incorporated.

Sincerely,

SVA Architects, Inc.

Robert M. Simons, AIA
President & Partner
License No.: C18301

AGREED AND ACCEPTED:

CFW Inc.

Signature

Name & Title

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Facilities Agreement

Selection of Architect of Record to Provide Architectural Engineering Services for the Marshall School Changing Room Project and Approval of Agreement #24-142 for Architectural Services with SVA Architects, Inc. for the Proposed Project Design (Mitchell/Miller/CFW)

The Marshall School Changing Room project includes modifying the existing changing rooms and providing an addition to the Multipurpose Building as a response to increasing the number of students participating in Physical Education activities. A proposal was requested from one of the District's prequalified architectural firms, SVA Architects, Inc. After consideration of the proposal and concepts presented by SVA Architects, Inc, the determination was made to recommend that the Board appoint SVA Architects, Inc. as the Architect of Record for the Marshall School Changing Room Project. SVA Architects, Inc. has an accomplished track record of similar projects that align with the goals set forth for the project, and they have demonstrated the commitment and capacity to complete the design on budget and on schedule.

The purpose of this item is to select SVA Architects, Inc. as the Architect of Record for the Marshall School Changing Room Project and approve a contract with SVA Architects, Inc. for the provision of architectural design services for the project.

FISCAL IMPACT:

The contract provides for the provision of Architectural Services related to the Marshall School Changing Room Project for the Basic Services Fee of:

One Hundred and Twenty-Three Thousand Eight Hundred Dollars and No Cents (\$123,800.00)

Total not to exceed reimbursable expenses are:

Five Thousand Dollars and No Cents (\$5,000.00)

Total Contract amount: \$128,800.00

The Architectural Services fee and reimbursable expenses are to be paid out of the Enhanced Master Construct Program funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Facilities, in consultation with CFW, that the Board approve SVA Architects, Inc. as Architect of Record for the Marshall School Changing Room project and that the Board of Trustees approve the attached Agreement #24-142 for Architectural Services with SVA Architects, Inc. for the proposed project design.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-142, SVA Architects, Inc. - Architectural Engineering Svcs - Marshall Changing Room Project \(65 Pages\)](#)
[Proposal \(2 Pages\)](#)

OSD Agreement #24-142

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

SVA ARCHITECTS, INC.

AND

OXNARD SCHOOL DISTRICT

October 16, 2024

FOR

Marshall Changing Room Project

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **16th day of October, 2024** by and between **SVA Architects, Inc.**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **6 Hutton Centre Drive, Suite 1150, Santa Ana, CA 92707** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **October 16, 2024**. 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 C.

- 1.1.30 “District”** shall mean the Oxnard School District.
- 1.1.31 “District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.
- 1.1.32 “District’s Representative”** shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.
- 1.1.33 “DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 “DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 “Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 “Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.
- 1.1.37 “Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 “Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 “Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 “LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 “Weekly Memo”** shall mean a written summary of progress of the specific task or portion of the work provided on Friday of every week to CFW’s Sr. Program Manager in charge of the program.
- 1.1.42 “Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.43 “MOU”** shall mean a memorandum of understanding.
- 1.1.44 “Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.

- 1.1.45** “**OPSC**” shall mean the Office of Public School Construction of the State of California.
- 1.1.46** “**Phase**” when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.
- 1.1.47** “**Potential Change Order**” or “**PCO**” shall mean is a written document before it has been approved and effected by the contractor and owner.
- 1.1.48** “**Principal(s)**” shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.49** “**Project**” shall mean the project described hereinafter in Section 3.
- 1.1.50** “**Project Budget**” shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.51** “**Project Director**” shall mean, with reference to the Architect, a licensed, experienced and well-trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.52** “**Project Manager**” shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53** “**Project Schedule**” shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.
- 1.1.54** “**Prolog**” shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55** “**Request for Information**” or “**RFI**” shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.
- 1.1.56** “**SAB**” shall mean the State Allocation Board of the State of California.
- 1.1.57** “**Schematic Design Phase**” shall have the meaning set forth in Exhibit B.
- 1.1.58** “**Services**” shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.
- 1.1.59** “**SWPPP**” shall mean Storm Water Prevention and Pollution Plan.

1.1.60 “Time Impact Analysis” or “TIA” shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2

EMPLOYMENT OF ARCHITECT

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES. The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3

THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

SECTION 4

SERVICES

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit A**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 Cooperation with District and Other Consultants. The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

4.2.5 Project Management Software. The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit A** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Weekly Reports. The Architect shall provide written weekly reports discussing the progress made concerning Services and sent to the District's Sr. Program Manager.

4.2.8 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.9 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

4.2.10 Independent Cost Estimates. The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

4.2.11 Inspection of Records; Familiarity with Site and Project. The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.12 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.13 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may

be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.14 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.15 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals** and permits.

4.2.16 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.16.1 Changes Required to Meet Construction Budget. If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibit A**.

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design or (iii) necessary to comply with applicable laws, rules, or regulations.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions

of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect’s Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

SECTION 5
ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**One Hundred and Twenty-Three Thousand Eight Hundred Dollars and
No Cents (\$123,800.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibit A**, and approval of invoices satisfactory to the District , in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases		
1	Architectural Design/Bidding/Construction Admin.	\$68,500.00
2	Civil Engineering/Demo Existing/Grading/Accessibility	\$10,000.00
3	Structural Engineering: Prep of Drawings, Details, and Calcs	\$15,000.00
4	Mechanical Electrical Plumbing/Low Voltage	\$22,500.00
5	Survey (limited topographic survey)	\$7,800.00
Total Basic Fee		\$123,800.00

5.1.1.1 Invoices. Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit A**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed Five Thousand Dollars and No Cents (\$5,000.00):

5.4.2.1 Travel and Mileage. Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit A**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit B**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted

FINAL INVOICE FOR THE MARSHALL CHANGING ROOM PROJECT. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6 **DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in

no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

6.2.2 Assignment for the benefit of creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 Failure to Cooperate with DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

6.2.8 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 Disregard of District Authority or Direction. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2.2.3 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7 DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may

assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit A** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit A** during each Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9
PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In

addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION. INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.1.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and

11.1.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.

11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent caused by the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.1.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies. The “retro date” must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect’s insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.2.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12 **RESOLUTION OF CLAIMS.** Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events. Notwithstanding the foregoing, the District shall not be able to commence or assert a claim beyond the applicable statute of limitations.

12.3 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled “Mediation.” The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13 **NOTICES**

13 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Oxnard School District
Att: Dr. Ana DeGenna, Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

SVA Architects, Inc
Att: Robert M. Simons, AIA, President & Partner
6 Hutton Centre Drive, Suite 1150
Santa Ana, CA 92707

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and

construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultants to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit C** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

15.2 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the

Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: Robert M. Simons

Title: Robert M. Simons, AIA
President & Partner
SVA Architects, Inc.

Date: 09/13/2024

District

By: _____

Title: Melissa Reyes
Director, Purchasing

Date: _____

EXHIBIT A

PROJECT

The Oxnard School District is seeking to modify existing changing rooms and provide an addition to the Multipurpose Building on the Thurgood Marshall K-8 campus as a response to increasing the number of students participating in Physical Education activities. The following is a conceptual layout for the project:

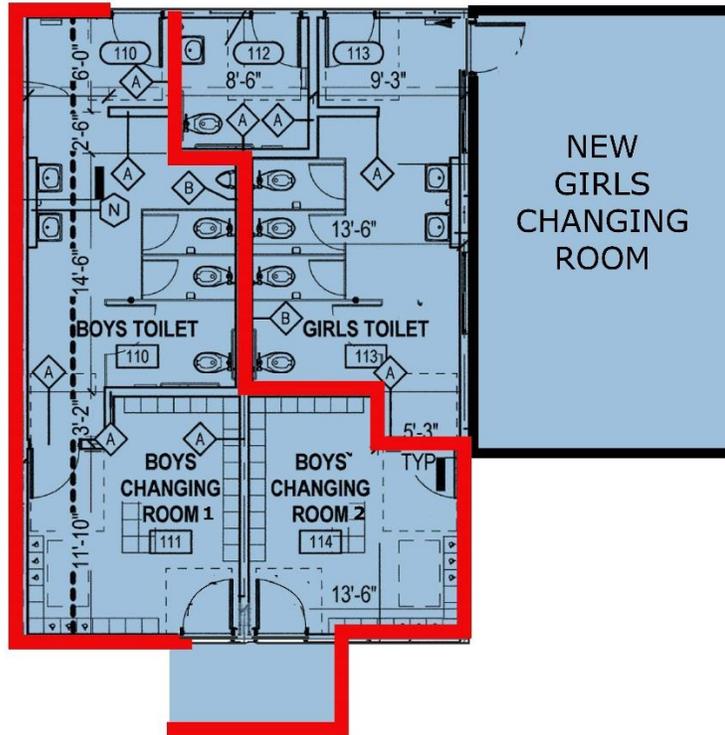


EXHIBIT B

ARCHITECT BASIS OF DESIGN



Santa Ana + Pleasanton + Davis + San Diego + Honolulu

SVA Architects, Inc.

6 Hutton Centre Drive, Suite 1150
Santa Ana, CA 92707

T 949.809.3380

www.sva-architects.com

September 5, 2024

Mr. Scott Burkett
Senior Vice President, Implementation Services
CFW Inc.
521 N. 1st Avenue, Arcadia, CA 91006
sburkett@cfwinc.com

Re: Proposal for Oxnard School District (OSD)
Thurgood Marshall K-8 Changing Rooms Modification and Addition

Dear Scott:

This Letter of Understanding (LOU) shall serve as confirmation between Caldwell Flores Winter (CFW or Client) and SVA Architects, Inc. (SVA) of our mutual understanding of the work for design services of the **Changing Rooms Modification and Addition** (Project) at the Thurgood Marshall K-8 Campus, located at 2900 Thurgood Marshall Drive, Oxnard, CA 93036.

I. Project Description and Scope

Oxnard School District is seeking to modify existing changing rooms and provide an addition to the Multipurpose Building on the Thurgood Marshall K-8 campus as a response to increasing the number of students participating in Physical Education activities. OSD has the approved plans of the site and facility with the current DSA Application numbers.

SVA will coordinate with OSD to prepare design documents to convey the modifications and 450 s.f. addition to the existing changing rooms in the Multipurpose Building. The height and style of the addition will match the existing Multipurpose Building and include modifications to the adjacent landscaping and walkways to accommodate the new expansion. SVA will prepare Construction Documents for submittal to the Division of the State Architect (DSA) to secure approval from all authorities having jurisdiction. .

SVA will coordinate meetings and submit to DSA for a review; our team will manage all related review and approval process. SVA will assist in the Bidding Phase and provide construction support by reviewing submittals and RFIs as well as attending meetings and participating in online meetings with in-person site meetings during the construction phase of the project. And lastly SVA will conduct close-out/certification services as required.

II. Project Consultants

Based upon the scope of the project, SVA is teamed with VCA Engineers, Inc. (VCA) as our Civil and Structural Engineers, TK1SC for Mechanical, Electrical, Plumbing and Low Voltage. Other engineering and consultation such as Cost Estimating and Water Quality Management Plan is not included at this time.



III. Compensation

A. SVA proposes to complete the above services for a fee of **One Hundred and Sixteen Thousand Dollars (\$116,000.00)**. This includes the services of SVA as the Architect, VCA as the Structural Engineer and TK1SC as the MEPLV Engineer. The fee breakdown is as follows:

B.

• Architectural Design / Bidding / Construction Admin.	\$ 68,500.00
• Civil Engineering / Demo Existing / Grading /Accessibility	\$ 10,000.00
• Structural Engineering: Prep of Drawings, Details, and Calcs	\$ 15,000.00
• Mechanical Electrical Plumbing / Low Voltage	\$ 22,500.00

TOTAL FEE	\$116,000.00
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• Survey (limited topographic survey)	\$7,800.00
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C. Reimbursement for any direct expenses will be at the actual expense without markups. Reimbursable expenses will include, but not be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, and messenger services. SVA's in-house progress sets are excluded from reimbursement. An allotment of **Five Thousand Dollars (\$5,000.00)** for reimbursable expenses shall be included.

D. Payment to SVA will be made monthly in the proportion to services performed.

If the above is agreeable and consistent with our mutual understanding, please sign one original of this Letter of Understanding and return it to us as soon as possible. Please note that the requirements of Section 5536.22 of the Business and Professions Code of the state of California require an executed written agreement by both parties prior to proceeding with any work. The attached terms and conditions are hereby fully referenced and incorporated.

Sincerely,
SVA Architects, Inc.

Robert M. Simons, AIA
President & Partner
License No.: C18301

AGREED AND ACCEPTED:

CFW Inc.

Signature

Name & Title

Date

EXHIBIT C

BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education (“CDE”), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District’s technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District’s consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm- water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The term construction cost excludes property and similar taxes attributable to the Project site.
- (2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost

to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.

- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
 - (i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

- (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
- (iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District’s Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if required.
- (3) Conduct Architectural program meeting with the District selected project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

- (6) Estimates prepared by Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
 - (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
 - (vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.
- Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
 - (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
 - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:
- Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:
- Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.
- (5) Estimates:
- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
 - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.
- (7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled, dimensioned floor plans with final room locations including all openings.
 - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - (iii) Identification of all fixed equipment to be installed in contract.
 - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - (v) Preliminary development of details and large scale blow-ups.

- (vi) Legend showing all symbols used on drawings.
 - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
 - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear

- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

(11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents (C/D) 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.

- (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.

- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.
- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.
- (ii) Structural:
 - Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
 - (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
 - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

- (4) Construction Documents - Substantial Completion Stage:
 - (i) Architectural:
 - (a) Completed site plan.
 - (b) Completed floor plans, elevations and sections.
 - (c) Architectural details and large blow-ups completed.
 - (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
 - (iii) Mechanical:
 - (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
 - (iv) Electrical:
 - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- (c) All electrical equipment schedules completed.
- (d) Special system components plans completed.
- (e) Electrical load calculations completed.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
 - Update and refine the 50% Construction Document Estimate.
- (vii) Specifications:
 - (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words “or approved equal” in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District’s Construction Manager, made during District review of specifications.
 - (b) Coordination of the development of specifications by other disciplines.
 - (c) Specifications shall be in CSI format.
- (5) Construction Documents Final DSA Approval Stage:
 - (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies’ comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.
 - (ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.

- (6) Construction Documents Final Back-Check Stage:
 - (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.

- (7) Contract Documents:
 - (i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.

- (8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.
- (2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.
- (6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.
- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.
- (3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Title report.

EXHIBIT D

DELIVERABLES

(1) Schematic Design Phase

Deliverables and Number 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 Number 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 Number of Copies:

- (a) 50-percent submittal - 4 copies of the 50% working drawings, 3 copies of specifications, and 3 copies of cost estimates.
- (b) 90-percent/DSA Submittal - 4 copies of the 90% DSA submittal working drawings, and 3 sets of equipment cut sheets.
- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes - 2 copies (Submit with DSA Submittal)
- (d) 100-percent/DSA-approved submittal - 4 copies
- (e) 4 sets of the DSA-approved one hundred percent (100%) working drawings, 3 sets of specifications, one (1) engineering calculation, and 3 sets of cost estimates.
- (f) Electronic file copy of DSA-approved C/D drawings and specifications on C/D - 1 copy (in PDF and CAD format)
- (g) Design checklist- 2 copies
- (h) A statement at each stage of C/D 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 50-percent, 90-percent, and 100-percent submittals)

- (i) Construction Drawings shall include, at no additional costs (included in fee), space planning drawings for each classroom and support space of the project. This shall include specifications of all furniture, fixtures, and equipment whether provided by the Contractor or District-supplied.

EXHIBIT E

INVOICE APPROVAL LETTER

DATE: _____

PROJECT: Marshall Changing Room Project

ARCHITECT OF RECORD: SVA Architects, Inc.

SVA Architects, Inc. has submitted all required documents pertaining to the Design Phase of the contract for review by the District's Program Manager, Caldwell Flores Winters, Inc. (CFW) and the Oxnard School District.

By signing below, a representative of SVA Architects, Inc. hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date and an accurate representation of the percent work completed for the phase identified in the invoice. The representative also certifies that the invoice submitted does not include any charges for services that have been previously paid or rejected by the District and/or CFW.

SVA Architects, Inc.

Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Date

Oxnard School District

Date

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) **ONLY** into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (projectinvoices@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.

EXHIBIT F

FINGER PRINTING 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: 09/13/2024

Proper Name of Contractor: SVA Architects, Inc.

Signature: 

By: Robert M. Simons, AIA

Its: Partner and President



September 5, 2024

Mr. Scott Burkett

Senior Vice President, Implementation Services

CFW Inc.

521 N. 1st Avenue, Arcadia, CA 91006

sburkett@cfwinc.com

Re: Proposal for Oxnard School District (OSD)
Thurgood Marshall K-8 Changing Rooms Modification and Addition

Dear Scott:

This Letter of Understanding (LOU) shall serve as confirmation between **Caldwell Flores Winter** (CFW or Client) and **SVA Architects, Inc.** (SVA) of our mutual understanding of the work for design services of the **Changing Rooms Modification and Addition** (Project) at the Thurgood Marshall K-8 Campus, located at 2900 Thurgood Marshall Drive, Oxnard, CA 93036.

I. Project Description and Scope

Oxnard School District is seeking to modify existing changing rooms and provide an addition to the Multipurpose Building on the Thurgood Marshall K-8 campus as a response to increasing the number of students participating in Physical Education activities. OSD has the approved plans of the site and facility with the current DSA Application numbers.

SVA will coordinate with OSD to prepare design documents to convey the modifications and 450 s.f. addition to the existing changing rooms in the Multipurpose Building. The height and style of the addition will match the existing Multipurpose Building and include modifications to the adjacent landscaping and walkways to accommodate the new expansion. SVA will prepare Construction Documents for submittal to the Division of the State Architect (DSA) to secure approval from all authorities having jurisdiction. .

SVA will coordinate meetings and submit to DSA for a review; our team will manage all related review and approval process. SVA will assist in the Bidding Phase and provide construction support by reviewing submittals and RFIs as well as attending meetings and participating in online meetings with in-person site meetings during the construction phase of the project. And lastly SVA will conduct close-out/certification services as required.

II. Project Consultants

Based upon the scope of the project, SVA is teamed with VCA Engineers, Inc. (VCA) as our Civil and Structural Engineers, TK1SC for Mechanical, Electrical, Plumbing and Low Voltage. Other engineering and consultation such as Cost Estimating and Water Quality Management Plan is not included at this time.



III. Compensation

A. SVA proposes to complete the above services for a fee of **One Hundred and Sixteen Thousand Dollars (\$116,000.00)**. This includes the services of SVA as the Architect, VCA as the Structural Engineer and TK1SC as the MEPLV Engineer. The fee breakdown is as follows:

B.

• Architectural Design / Bidding / Construction Admin.	\$ 68,500.00
• Civil Engineering / Demo Existing / Grading /Accessibility	\$ 10,000.00
• Structural Engineering: Prep of Drawings, Details, and Calcs	\$ 15,000.00
• Mechanical Electrical Plumbing / Low Voltage	\$ 22,500.00

TOTAL FEE **\$116,000.00**

• Survey (limited topographic survey)	\$7,800.00
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C. Reimbursement for any direct expenses will be at the actual expense without markups. Reimbursable expenses will include, but not be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, and messenger services. SVA's in-house progress sets are excluded from reimbursement. An allotment of **Five Thousand Dollars (\$5,000.00)** for reimbursable expenses shall be included.

D. Payment to SVA will be made monthly in the proportion to services performed.

If the above is agreeable and consistent with our mutual understanding, please sign one original of this Letter of Understanding and return it to us as soon as possible. Please note that the requirements of Section 5536.22 of the Business and Professions Code of the state of California require an executed written agreement by both parties prior to proceeding with any work. The attached terms and conditions are hereby fully referenced and incorporated.

Sincerely,

SVA Architects, Inc.

Robert M. Simons, AIA
President & Partner
License No.: C18301

AGREED AND ACCEPTED:

CFW Inc.

Signature

Name & Title

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: October 16, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Construction Services Agreement #24-143 with Viola Constructors for the Modernization Project at McAuliffe Elementary School (Mitchell/Miller/CFW)

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

Pursuant to District direction, CFW, Inc., on July 17, 2024, issued an RFQ/P to Lease-Leaseback contractors to provide the pre-construction services for the McAuliffe Elementary School modernization project. Five firms submitted responses by the August 21, 2024 deadline. Following interviews on August 29, Edwards Construction Group was scored as the best respondent by the panelists composed of District and CFW personnel.

The proposal and subsequent Pre-Construction Services will enable the District to align with the goals set forth within the Enhanced Master Construct Program. Following pre-construction services, an amendment to the agreement for the Guaranteed Maximum Price (GMP) will be brought before the Board for approval at a future meeting.

Term of Agreement: 10/17/2024 through 12/31/2024

FISCAL IMPACT:

\$17,310.00 – Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Pre-Construction Services Agreement #24-143 with Viola Constructors, to provide the Pre-Construction Services portion of the Construction Services Agreement for the McAuliffe Elementary School Modernization Project.

ADDITIONAL MATERIALS:

Attached: [Construction Services Agreement #24-143, Viola Constructors - McAuliffe Elementary School Modernization \(24 Pages\)](#)
[Proposal \(28 pages\)](#)

OSD AGREEMENT #24-143

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 16th day of October, 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola, Inc. (Contractor) which is a contractor licensed by the State of California, with its principal place of business at 5811 Olivas Park Drive, Suite 204, Ventura, CA 93003 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McAuliffe Elementary School, located at 3300 W. Via Marina Avenue, Oxnard, CA 93035 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

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

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the “Financing”); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term “Construction” as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term “Construction Documents” means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the “Architect”) and specifications approved by the District, the Division of the State Architect (“DSA”), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term “Contract Documents” as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

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

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

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

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

SECTION 2. **CONTRACTOR’S DUTIES AND STATUS**

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

SECTION 3. **ADDITIONAL SERVICES**

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

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **TO BE DETERMINED (\$X.XX)** The GMP consists of (1) a Preconstruction Fee in the amount of **SEVENTEEN THOUSAND THREE HUNDRED TEN DOLLARS AND NO CENTS (\$17,310.00)**. (2) a Sublease Tenant Improvement and, (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin, and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have

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

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

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

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

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

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

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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

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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

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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

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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.

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- 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 Nick Cramer as Project Manager for the Project. So long as Nick Cramer remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions. The Project Manager is not an exclusive position and does not preclude any other parallel assignment within or outside the District.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

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- 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

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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

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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

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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

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notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

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

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

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

If to Contractor:

Viola, Inc.
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003
Attn: Michael T. Viola, President/Chief Executive Officer

If to the District:

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

With a copy to:

Gerald Schober
Vice President
Implementation Services
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School Modernization Project

October 16, 2024

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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

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OSD AGREEMENT #24-143

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

Viola, Inc.

Oxnard School District,
a California school district

By: _____

By: _____

Michael T. Viola

Melissa Reyes

Title: President/Chief Executive Officer

Title: Director, Purchasing

Date: _____

Date: _____

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

EXHIBIT B

Oxnard School District

Preconstruction Services

The District desires to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Seventeen Thousand Three Hundred Ten Dollars and No Cents (\$17,310.00) to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, “DSA”), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District’s Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

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2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School Modernization Project

October 16, 2024

OSD AGREEMENT #24-143

B. CONTRACTOR shall submit to the District’s Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District’s Notice to Proceed (“NTP”). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District’s contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect’s design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR

THE DISTRICT

Viola, Inc.

Oxnard School District,
a California school district

By: _____

By: _____

Michael T. Viola

Melissa Reyes

Title: President/Chief Executive Officer

Title: Director, Purchasing

Date: _____

Date: _____



**RFQ/P Response for Lease Lease-Back
Preconstruction and Construction Services
for the McAuliffe Elementary School
Modernization Project**

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August 21, 2024

Gerald Schober
Vice President, Implementation Services
Oxnard School District
C/O Caldwell Flores Winters, Inc.
521 N. 1st Avenue, Arcadia, CA 91006

RE: RFQ/P for LLB Preconstruction and Construction Services for McAuliffe Elementary School

Dear Mr. Schober,

Thank you for the opportunity to provide you with the following proposal for your upcoming project. Viola Incorporated has provided commercial, industrial and institutional work product in Southern California for the past 78 years with a directed focus on educational infrastructure. Our strong sense of community involvement is reflected in utilization of local resources through subcontractors, vendors and the community workforce. Delivering high quality Public Schools on time and under budget has been our staple for over a half century. Project after project, Viola successfully exceeds the expectations of Owners, Architects and Inspectors.

The plans for this project have already received DSA approval therefore reducing the amount of required pre-constructions services. There will be no need for schematic and or design development estimates. There will be a need for a comprehensive constructability review, construction document estimate, and construction scheduling. Accuracy of the overall cost estimate and GMP will improve with the feedback from Subcontractor pricing based on the approved plans and specifications. Special considerations to the schedule phasing requirements shall be conveyed to all trades involved in the project. Viola Inc. will have special provisions and contingencies for work that is to be performed on an actively occupied campus. Special attention will be given to the reduction of sound, dust/debris, and safety of staff and students during the entire project duration. We believe that it is critical to the success of the project to have firsthand knowledge of the existing conditions on site. Therefore, Viola personnel will be involved in identifying any potential change conditions prior to construction so as to avoid as many conflicts as possible.

Thank you for your consideration and please let us know if there is anything else we can provide.

Sincerely,

Viola Incorporated

Michael T. Viola
President/Chief Executive Officer



Qualifications

Company Profile

Viola, Inc. (Viola) is a Southern California general contractor headquartered in Ventura County for over 78 years, 100% family owned and managed for three generations. The firm recently completed construction of its current headquarters at 5811 Olivas Park Drive, Ventura, CA 93003 where it employs 30 people. Because of our strong sense of community we endeavor to utilize local subcontractors, vendors and the workforce. K-12 Public Schools have been our staple for over a half century. Public libraries, Community Centers, City Halls, Hospitals, and Transportation Centers contribute to a portfolio of a civic enterprise that become the fabric of a Community.

Along with a vested interest in the quality of educational facilities in our community, our ability to understand the needs and priorities of our clients enable us to deliver high quality projects on time and under budget. Project after project, Viola consistently exceeds the expectations of all parties.

A. Experience

<u>Driffill Elementary School</u>	Oxnard School District	\$3.4 million
<u>PK/K/TK Modular Buildings</u>	1051 South A Street, Oxnard	in progress

Owner Contact: Lisa Franz (805) 385-1501 x2410

Architect: Flewelling and Moody

Preconstruction Budget: \$27,870

Construction of 5 modular buildings which include student and staff restrooms and hi-lo drinking fountains. New PK and Kindergarten playground. New play structure with rubberized surfacing and shade structure. Site work includes re-grading of site with new asphalt paving, new concrete walkway, and new fences and gates.

<u>Alila Elementary School</u>	Earlimart School District	\$3.1 million
<u>PK/K/TK Modular Buildings</u>	850 W Washington Ave., Earlimart	in progress

Owner Contact: Jessikah Saechao (661) 849-3386

Architect: 19six Architects

Preconstruction Budget: \$55,491.88

Construction of 5 modular buildings which include student and staff restrooms and hi-lo drinking fountains. New PK and Kindergarten playground. New play structure with rubberized surfacing and shade structure. Site work includes re-grading of site with new asphalt paving, new concrete walkway, and new fences and gates.



- Rio Mesa High School** Oxnard Union High School District \$20.5 million
New HVAC Modernization 1800 Solar Drive, Oxnard, CA
Owner Contact: Brittany Villasenor (805) 385-2518
Architect: Flewelling and Moody
Demolition of existing interior and exterior finishes for implementation of new HVAC systems and the replacement of all finishes as noted. Scope includes overhead piping, ductwork, electrical, controls, fire alarm systems, modifications and commissioning, etc. Scope completed, including closeout, in phases per exhibits including schedules.
- Channel Islands High School** Oxnard Union High School District \$10.8 million
HVAC Modernization Phases 1&2 1800 Solar Drive, Oxnard CA, 93030
Owner Contact: Brittany Villasenor (805) 385-2518
Architect: Flewelling and Moody
New HVAC installation for three classroom buildings and renovation of finishes of 48 classrooms. Including HVAC equipment yards, aluminum storefront systems, and campus wide electrical infrastructure installation.
- Camarillo Special Education School (Triton Academy)** Ventura County Office of Education \$15.7 million
5250 Adolfo Camarillo Road, Camarillo, CA
Owner Contact: David Fateh (805) 383-1943
Architect: DC Architects
New school campus, including a 30,275 SF new ground up two story classroom and administration building consisting of structural wood framing, structural steel canopies, and 21st century enhancements; site construction including two playgrounds, two shade structures, basketball court, turf, bus drop off lane w/ zero curb face; offsite construction including new deceleration lane, sidewalk, and street repaving.
- Lamont Elementary School New Construction & Modernization Project** Lamont School District \$2.9 million
7915 Burgundy Avenue
Owner Contact: Eric Brock (661) 201-6504
Architect: Perkins Eastman
Preconstruction Budget: \$65,208
GMP: \$2,457,342
Contingency: \$0
Allowance: \$81,420
Allowance returned to District: \$33,077.99
Modernization of original campus including a kindergarten classroom building consisting of eight classrooms. Removal of eight portables from the Northern part of campus and six from the Southern. Construction of a dedicated kindergarten play area. And construction of two general purpose classrooms.



Alicante Elementary School New Construction & Modernization Project

Lamont School District
7915 Burgundy Avenue

\$2.8 million

Owner Contact: Eric Brock (661) 201-6504

Architect: IBI Group

Preconstruction Budget: \$63,486

GMP: \$2,387,363

Contingency: \$0

Allowance: \$309,385.69

Modernization of original campus including a kindergarten classroom building consisting of 7 classrooms. Construction of a dedicated kindergarten play area, fences and gates, utility improvements, and landscaping.

Myrtle Avenue Elementary School New Construction & Modernization Project

Lamont School District
7915 Burgundy Avenue

\$3.1 million

Owner Contact: Eric Brock (661) 201-6504

Architect: Perkins Eastman

Preconstruction Budget: \$74,696

GMP: \$2,655,629

Contingency: \$64,525

Allowance: \$175,568

Removal of 3 portables, 1 maintenance shed, and playfield equipment. New construction 2 modular kindergarten classroom buildings consisting of 5 classrooms. New construction of 2 modular general classroom buildings including 6 classrooms. Site improvements include new parent drop off for kindergarten, kindergarten playground, shade structure, fencing, gates, and landscaping.

Norman R Brekke Elementary School Kindergarten Flex Classroom Building

Oxnard School District
1051 South A Street

\$782,815

Owner Contact: Lisa Franz (805) 385-1501 x2410

Preconstruction Budget: \$5,288

GMP: \$737,009

Contingency: \$20,000

Allowance: \$82,715

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Site grading and drainage around building. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.



Christa McAuliffe Elementary School Oxnard School District \$1.2 million
Kindergarten Flex Classroom Building 1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410

Preconstruction Budget: \$5,288

GMP: \$799,169

Contingency: \$20,000

Allowance: \$56,740

Allowance returned to District: \$7,445

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

Emilie Ritchen Elementary School Oxnard School District \$1.3 million
Kindergarten Flex Classroom Building 1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410

Preconstruction Budget: \$5,288

GMP: \$745,144

Contingency: \$20,000

Allowance: \$56,740

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

Ramona Elementary School Oxnard School District \$822,488
Kindergarten Flex Classroom Building 1051 South A Street

Owner Contact: Lisa Franz (805) 385-1501 x2410

Architect: Flewelling & Moody

Preconstruction Budget: \$5,288

GMP: \$834,200

Contingency: \$20,000

Allowance: \$101,569

Allowance returned to District: \$11,711

New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant student toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including connection to existing campus system.

B. Project Team

Michael Viola, CEO

University of Southern California – BA in Business Psychology
Stanford University – MS in Construction Engineering

A second-generation General Contractor earned an MS in Construction Engineering-Management from Stanford University, a BA in Business Psychology from USC, and is a certificated Journeyman Carpenter. A 20-year veteran CEO began his career spanning six decades as a union carpenter after securing a college education, as the only real way to know what is required to be a builder. Many years were spent on site building commercial, industrial and institutional facilities, including hospitals, libraries, and university buildings. As CEO, over \$310 Million in K-12, community college and university work product has been successfully delivered to public and private clientele throughout Southern California.

Patrick Waid, Field Operations Manager

Member of Carpenter Union Local 805 | Director of LLB Operations | OSHA 30-Hour Certification

Viola's Field Operations Manager for many of the past 20 years of his tenure with Viola. He is experienced in all phases of construction from the preconstruction activities to scope review, subcontract negotiation/execution, strategic site planning, monitoring of project costs and scheduling. With his experience as a lead carpenter and jobsite Superintendent, he has developed practical negotiating skills and problem-solving abilities, using them to settle disagreements quickly and complete projects on-time and on-budget.

Relevant Project Experience:

- Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) \$3.1M
- Alicante Elementary School New Construction & Modernization **LLB** (2020-2022) \$2.8M
- Lamont Elementary School New Construction & Modernization **LLB** (2020-2022) \$2.9M
- Ramona Elementary School Kinderflex **LLB** (2017-2019) \$822k
- Ritchen Elementary School Kinderflex **LLB** (2017-2019) \$1.3M
- McAuliffe Elementary School Kinderflex **LLB** (2017-2019) \$1.2M
- Brekke Elementary School Kinderflex **LLB** (2017-2018) \$755k
- Ventura College Bldg G Theater Renovation (2011-2012) \$9.9M
- Moorpark College Health Science (2009 – 2010) \$16M
- Moorpark College Academic Center (2009-2010) \$18.3M
- UCSB Recreation Center (2004-2005) \$12.2M



Rick Canchola, Quality Control Manager

Member of Carpenter Union Local 805 | OSHA 30-Hour Certification

Rick is a seasoned Quality Control Manager who spent the majority of his 41+ year career as a Superintendent overseeing heavy and general public works construction. In addition to his vast field knowledge, his excellent communication skills allow him to address and resolve potential issues well in advance of project impact, all while maintaining a great relationship with any users of occupied spaces around the construction site.

Relevant Project Experience:

- Rio Mesa High School Modernization (2021-2023) \$20.5M
- Camarillo Special Education School (2018-2020) \$15.6M
- UCSB Seawater Lab (2017-2018) \$1.7M
- Santa Barbara Children’s Library (2015) \$1.3M
- Oak Park High School Modernize Science Classrooms (2011) \$1M
- Moorpark College Health Science (2009-2010) \$16M
- San Marcos High School Aquatic Facility (2008) for Sharma General Engineering
- Oaks Christian High School for Merco Construction Engineers
- Westlake High School Aquatic Facility for Merco Construction Engineers
- Rio Mesa High School Aquatic Facility for Merco Construction Engineers
- USC Medical Center for Merco Construction Engineers
- UCLA Acosta Center for Merco Construction Engineers

Nick Shipp, Sr. Project Manager

OSHA 10-Hour Certification in Construction Safety and Health

Nick has 20+ years in the industry, from trades to project management, and brings a ‘can do’ attitude to any jobsite he is a part of. While tackling all issues on a project, he also builds excellent relationships with the clients that has built trust and lead to many repeat clients. His recent work with the Oxnard Union High School District has proven to their stakeholders that there isn’t a challenge that can’t be overcome.

Relevant Project Experience:

- Rio Mesa High School Modernization (2021-2023) \$20.5M
- Channel Islands High School Modernization Phases 1&2 (2021-2022) \$11M
- Boys and Girls Club at Redwood Middle School (2018-2019) \$2.5M
- UCSB Bio II Stem Cell Research Laboratory (2011) \$2.9M
- Moorpark College Health Science (2009-2010) \$16M
- Ventura Veterans Home (2007-2010) \$22.9M
- Rio Rosales Elementary School (2007) \$10.6M



Robert Lomino, Sr. Project Engineer

Moorpark College

OSHA 10-Hour Certification in Construction Safety and Health | ACI Field Technician Grade I | APNGA Nuclear Gauge Safety and US DOT Hazmat | APNGA Radiation Safety Officer

Robert is an ambitious project engineer with a background as a deputy inspector. With three years of experience in the industry, he brings a quality control mentality when walking the jobsite and handing document control. His recent experience of working on an active campus modernization has allowed him to coordinate construction activities around the school schedule to ensure a smooth project.

Relevant Project Experience:

Rio Mesa High School Modernization (2021-2023) \$20.5M

Fillmore High School CTE Buildings for Construction Testing and Engineering South

Robert Viola, Safety Officer

California Polytechnic State University San Luis Obispo – BS in Construction Management
OSHA 30-Hour Certification in Construction Safety and Health

Robert is a third-generation member and has been working for Viola since he graduated from Cal Poly San Luis Obispo ten years ago with a bachelor's degree in Construction Management. He received the 30-hour OSHA certification and is Viola Inc's Custodian of Records for California DOJ information. He leads with an excellent sense of customer service, with a strong track record of completing projects on time while maintaining the level of quality our clients have come to expect. As a Project Manager, he completed a \$15.6 Million school for the Ventura County Office of Education in 2020. As the Safety Officer, he currently oversees the safety programs of projects in Hope School District, Oxnard School District, and Earlimart School District.

Relevant Project Experience:

Rio Mesa High School Modernization (2021-2023) \$20.5M

Channel Islands High School Modernization Phases 1&2 (2021-2022) \$11M

Camarillo Special Education School (2018-2020) \$15.6M

UCSB Seawater Lab (2017-2018) \$1.7M

San Miguel Pre-School (2017) \$820k

Santa Barbara Children's Library (2015) \$1.3M



Michael Pfeiffer, Project Superintendent

Member of Carpenters Local 743 | OSHA 510/SSTA 16 certification and CPR, AED, and First Aid
UBC Journeyman Building Leadership Program 40 hr.

Mike has over 30 years of building experience from concrete to framing as a carpenter to site supervision. Maintaining and Scheduling of contractors on site as well as completion of Carpentry needs onsite; while always aware of client relationship and quality control.

Relevant Project Experience:

- Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) \$3.1M
- Taft College Muti-Purpose Building (2019-2020) \$26M for another contractor
- Aurora Learning Center (2018-2020) \$285M for another contractor
- North High School Modernization (2016-2018) \$36M for another contractor
- Mercy Hospital Modernization (2015-2016) \$3M for another contractor
- Greenlee Elementary New Construction (2014-2015) \$2M for another contractor

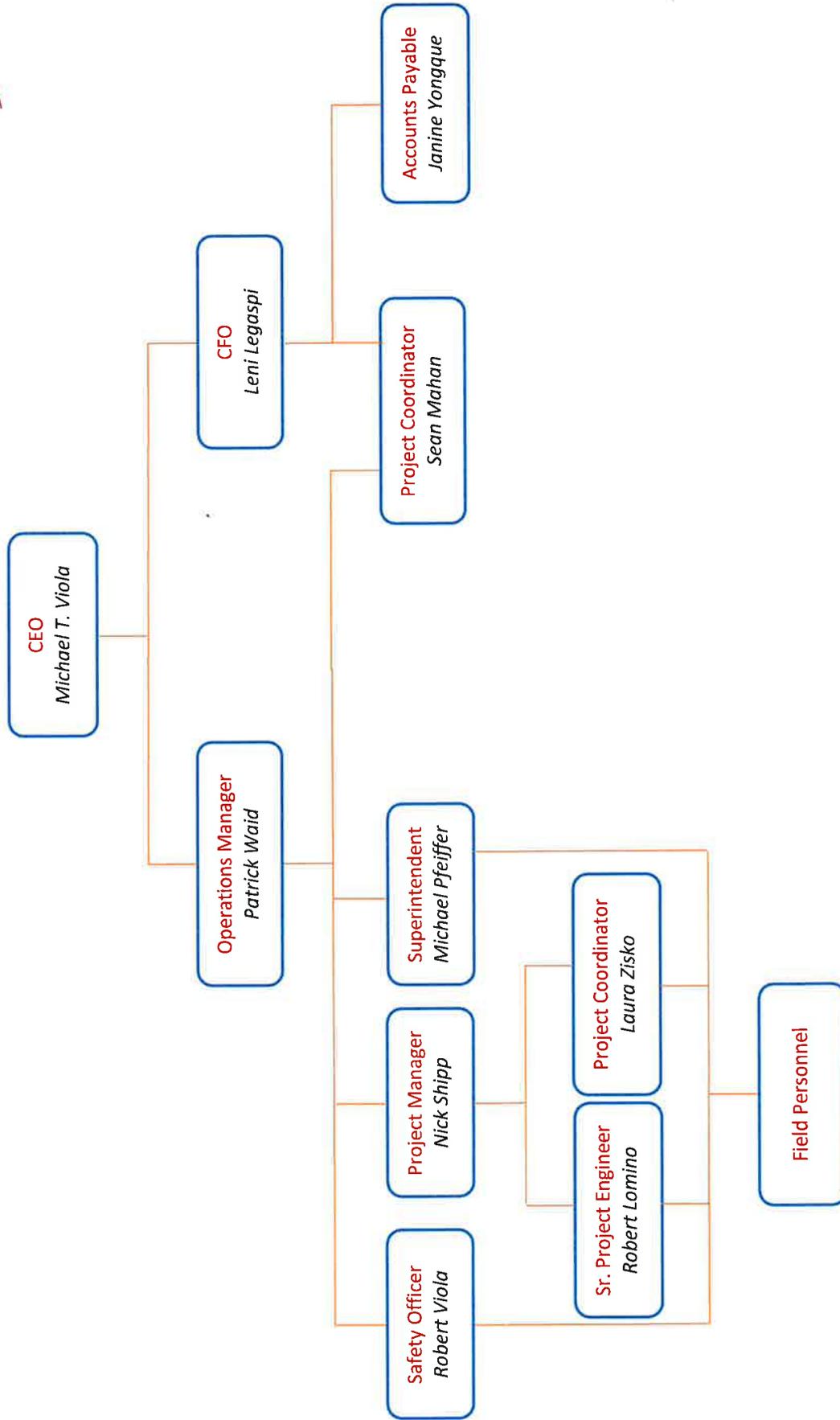
Sean Mahan, Project Coordinator

California State University Channel Islands – BS in History

Sean has six years of experience in the construction field, predominantly in school modernization through the lease-leaseback delivery method. He worked with kids for over ten years at the Conejo Recreation and Park District as well as the Chumash Indian Museum. Graduated from CSU Channel Islands with a bachelor’s degree in History. He works as the last line of defense to ensure the quality and comprehensiveness of all tasks with which he is involved.

Relevant Project Experience:

- Myrtle Elementary School New Construction & Modernization **LLB** (2021-2022) \$3.1M
- Alicante Elementary School New Construction & Modernization **LLB** (2021-2022) \$2.8M
- Lamont Elementary School New Construction & Modernization **LLB** (2021-2022) \$2.9M
- McKinna Elementary School Modernization **LLB** (2018-2019) for Caldwell Flores Winters
- Marshall Elementary School Modernization **LLB** (2017-2019) for CFW
- Elm Elementary School Modernization **LLB** (2017-2019) for CFW
- Lemonwood Elementary School Modernization **LLB** (2017-2019) for CFW
- Ramona Elementary School Kinderflex **LLB** (2017-2019) for CFW
- Ritchen Elementary School Kinderflex **LLB** (2017-2019) for CFW
- McAuliffe Elementary School Kinderflex **LLB** (2017-2019) for CFW
- Robla Elementary School Modernization **LLB** (2017-2019) for CFW
- Brekke Elementary School Kinderflex **LLB** (2017-2018) for CFW



C. Project Management Details

Construction operations will be managed by our Project Superintendent. He will oversee project schedules, daily construction activities and public safety. His vast expertise enables him to resolve any and all construction issues within a timely manner, allowing the project to stay on schedule. Construction logistics such as change orders, budgets, subcontracts and other project documents will be handled by our Project Manager through the utilization of Procore. Viola has been utilizing Procore for over six years on its private, public and lease-leaseback projects. Bluebeam Revu is an end-to-end digital workflow and collaboration solution designed for the architecture, engineering and construction team. This software is implemented when there is a need to mark up or annotate plans and specifications that can in turn be shared with the entire team. The Project Manager's knowledge of modern technology allows him to regulate the paperwork digitally and environmentally friendly.

Together, they efficiently create a schedule that works best for the project. The Project Manager knows what the "ready work" will be while the Superintendent knows when the work will begin. This is implemented through scheduling software, Outbuild, which integrates CPM, Lookahead, QA/QC, and Safety Inspections into a collaborative dashboard. Not only do they establish an efficient schedule, but a safe one. Risk management is achieved through a team effort. For major tasks: First, they would identify and assess the risk, giving priority to the high risk situations. The next step is to communicate and reduce these risks in an efficient way. Lastly, if action is needed to mitigate the risk, they delegate and execute accordingly. For daily activities, such as hot work and excavation, daily permits are issued to the respective subcontractors in accordance with our jobsite safety plan.

D. Safety Record / EMR

The safety of the public and our team is our number one priority. Our superintendent/project manager holds a weekly safety meeting throughout the duration of a project to ensure all of our subcontractors and team members are operating in a safe manner. Viola utilizes industry leading software, Hammertech, for thorough implementation of our Accident Illness and Prevention Plan and all OSHA standards and requirements, thus maintaining safe and productive conditions for all involved in the project.

EMR for 2024: .78

EMR for 2023: .78

EMR for 2022: .76

E. Bonding Capacity

See attached

McAuliffe Elementary School Modernization Project

F. Conceptual Plans

F1. Potential Construction Issues, Challenges and Proposed Solutions

Having recent experience in Conventional School construction, renovation of existing campuses, several portable to permanent classroom structures on existing occupied campuses, Viola can identify key items that need to be addressed in the design phase. These items have the potential to cause significant delays in construction and completion phases. Key items are as follow:

1. Review of all site as-builts and record drawings showing existing structures, site boundaries, any and all existing underground utilities that may conflict with location of proposed structures.
2. Evaluation of updated AHERA report and any Haz-Mat abatement recommendations.
3. Soil hygiene test reports indicating, if any, potential health hazards with existing soils.
4. A complete site survey documenting key elevations of existing structures and surrounding site work so that they can be coordinated with new structures and site plan.
5. General Contractor, District, Project Architect must accept a collaborative approach to the sharing of current design intentions, site conditions, and scheduling considerations.
6. The site is located at 3300 Via Marina Avenue, Oxnard, CA with access to back of school via Offshore Street. The location of the project will require access for: Trucks for tools/equipment, manpower parking, delivery trucks for materials. Great care and coordination will be required for these activities because they involve the vehicular and pedestrian access for students, parents and teachers.
7. When working on occupied campuses, student swing space and safety becomes a major concern. Viola has extensive experience in working with District personnel to coordinate daily activities so as not to disrupt classes, student access/egress, and pick up and drop off activities.

F2, F3, F4 See attached

F5. Components of the Guaranteed Maximum Price

The components of the GMP are detailed within the Conceptual Estimate. They are without question subject to the considerations identified above in Construction Issues, Challenges and Solutions as well as with the implementation of Value Engineered recommendations and resolution of the constructibility issues identified throughout the Pre-Construction Phase.

Overhead, General Conditions, Markups, Insurance, Bonds and Fees are as included in the Conceptual Estimate Summary, but are repeated here for clarity:

Subcontractor Bond =	1.5%
Fee =	6.00% of the GMP
General Conditions =	Based on 15 month project duration
Change Order Mark Up =	8.00% of the Aggregate Change Order Value
General Liability Insurance =	0.85% of the Completed Cost of Construction
Builder’s Risk Insurance =	1.20% of the Completed Cost of Construction/yr
Payment and Performance Bonds =	0.94% of the Completed Cost of Construction
Reimbursable Fees are 10% above cost incurred	

G. Value Engineering Opportunities

The District and Design Team have DSA approved plans, Viola can and will indentify areas that can lend themselves to savings such as any and all finish systems, equipment, furnishings, plumbing fixtures,and alternate light fixture packages.

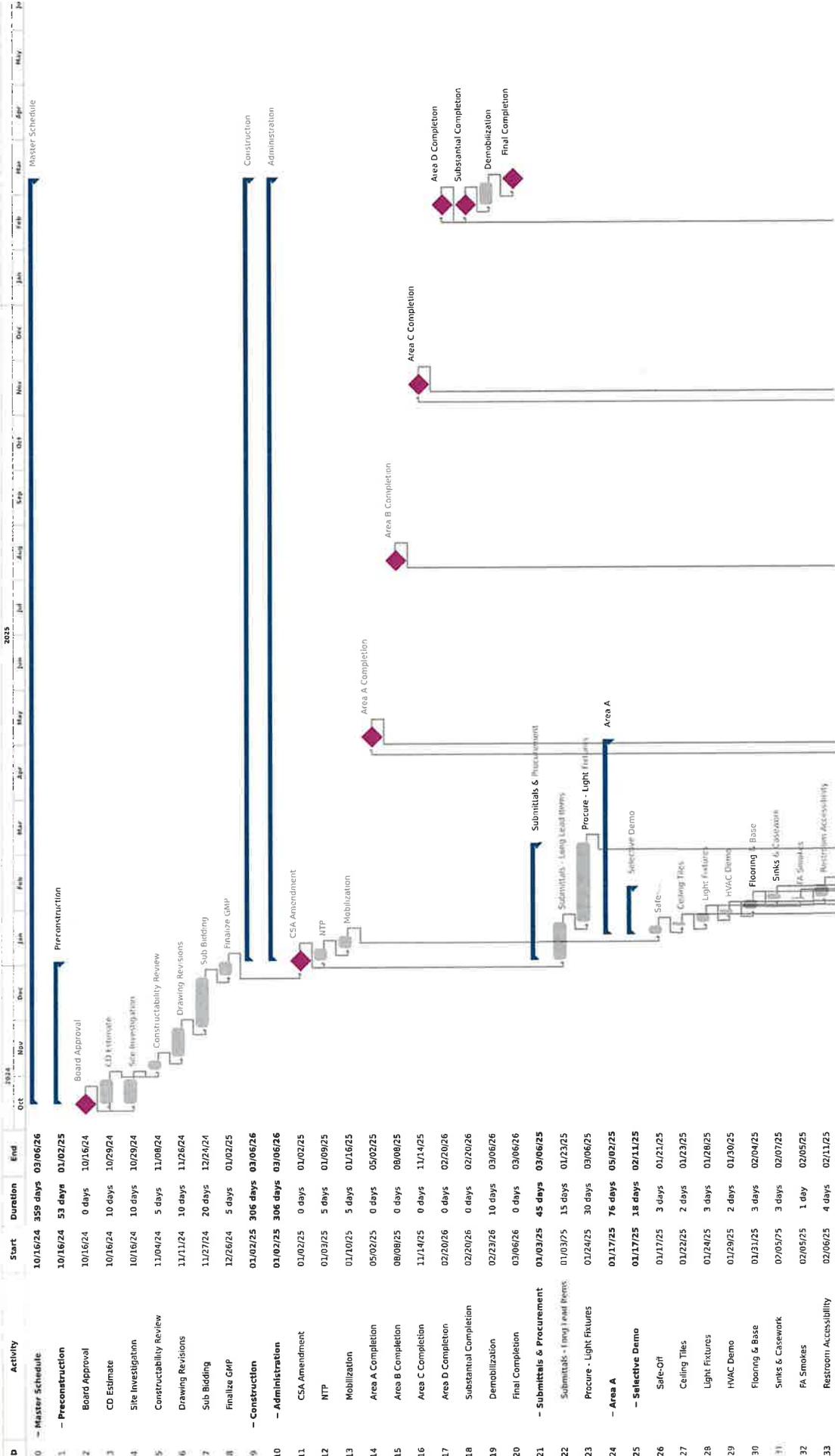
H. Subcontractor / Trade Details

Viola Inc. will furnish all jobsite supervision and administration as well as miscellaneous carpentry, general labor, and home office administration. All earthwork/grading, concrete, paving, MEP, AV systems, playground equipment, landscaping, and finishes will be subcontracted.

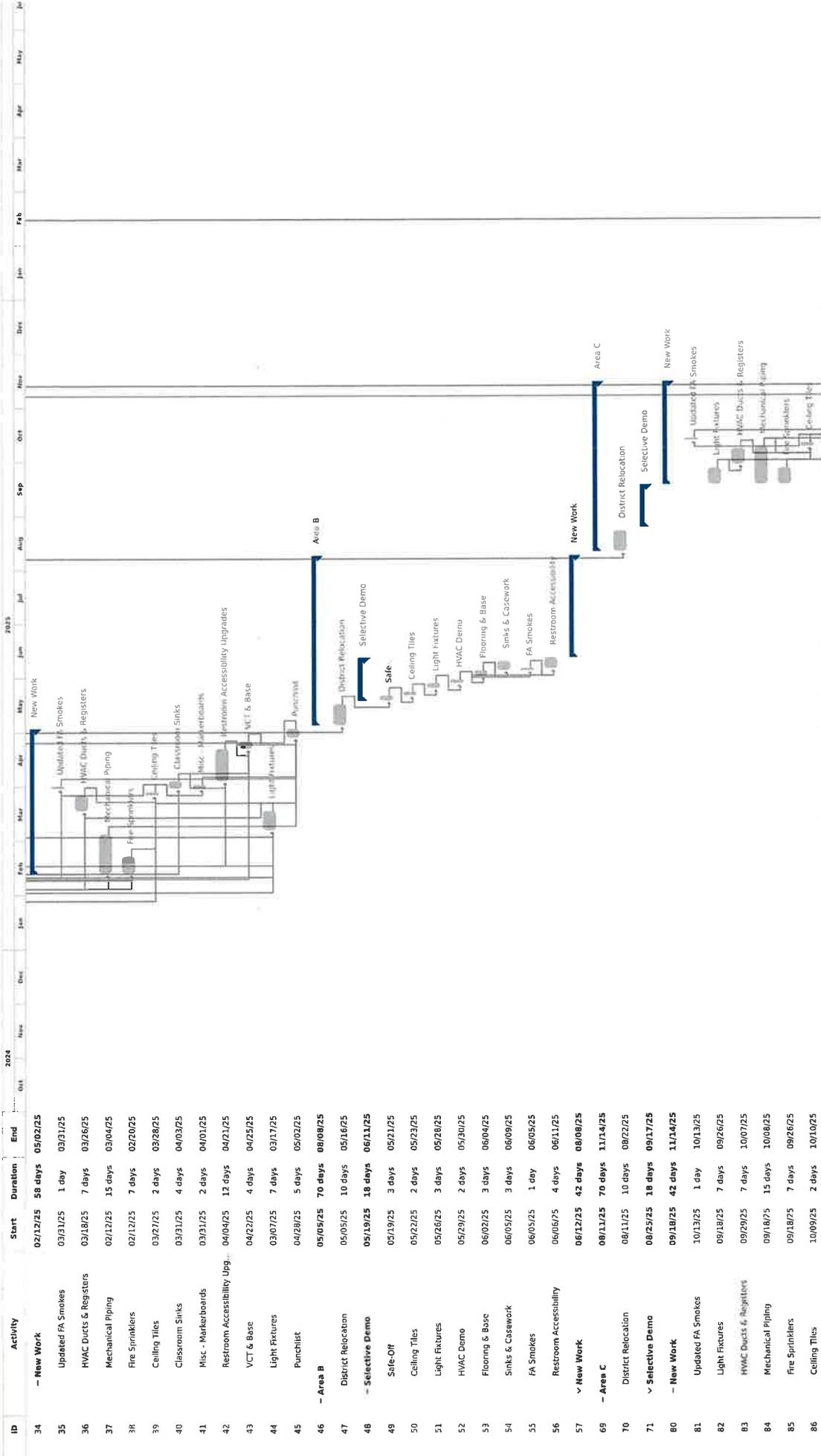
I. Proposed Project Schedule

The key to maximizing productivity and thus creating greater efficiency is to identify and resolve as many potential conflicts that are inherent to this type of project as early as possible. Understanding what the existing site conditions will present is critical. Complete as-built drawings (if available) should be reviewed to determine if there are any potential conflicts with the new structures. Soil testing for any potential contamination can kill a schedule and should also be performed as soon as practical. By understanding the schools need for swing space, phasing will be necessary for Viola to establish a productive flow allowing multiple trades to work on site simultaneously. Also critical to the schedule is the coordination and communication with District IT personnel to insure all systems are roughed in and located in accordance with the desired design. Site access will also be a key element that needs to be coordinated with McAuliffe Elementary School.

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



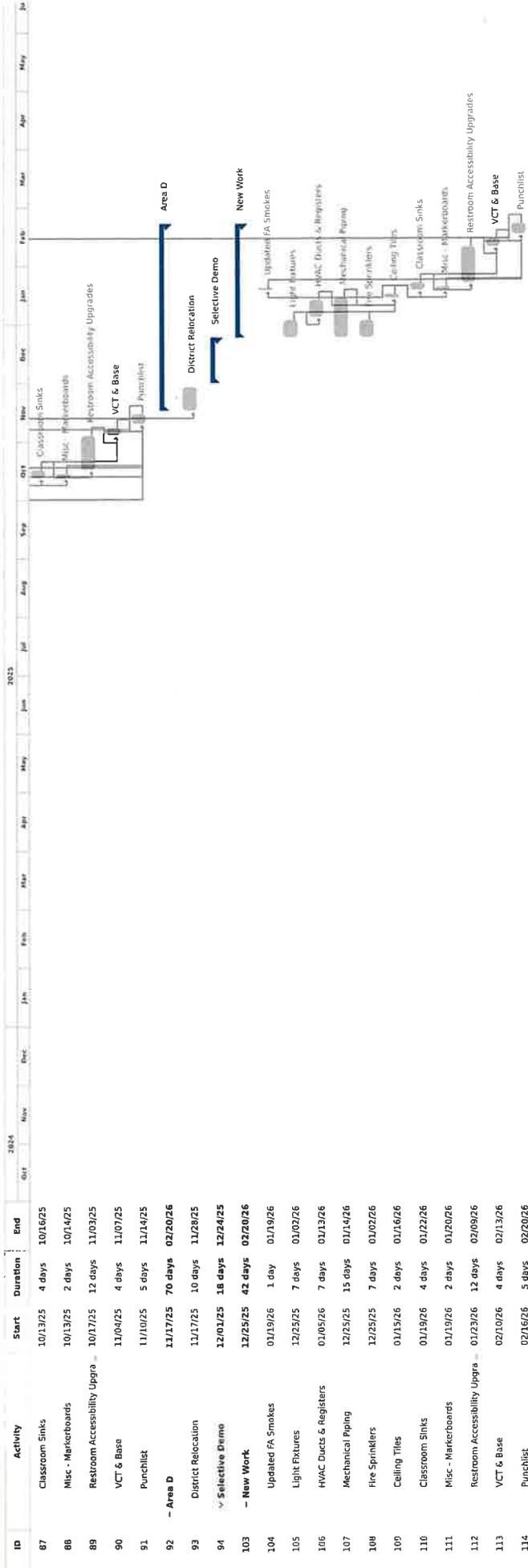
**McAuliffe ES Modernization
RFP Schedule**



General

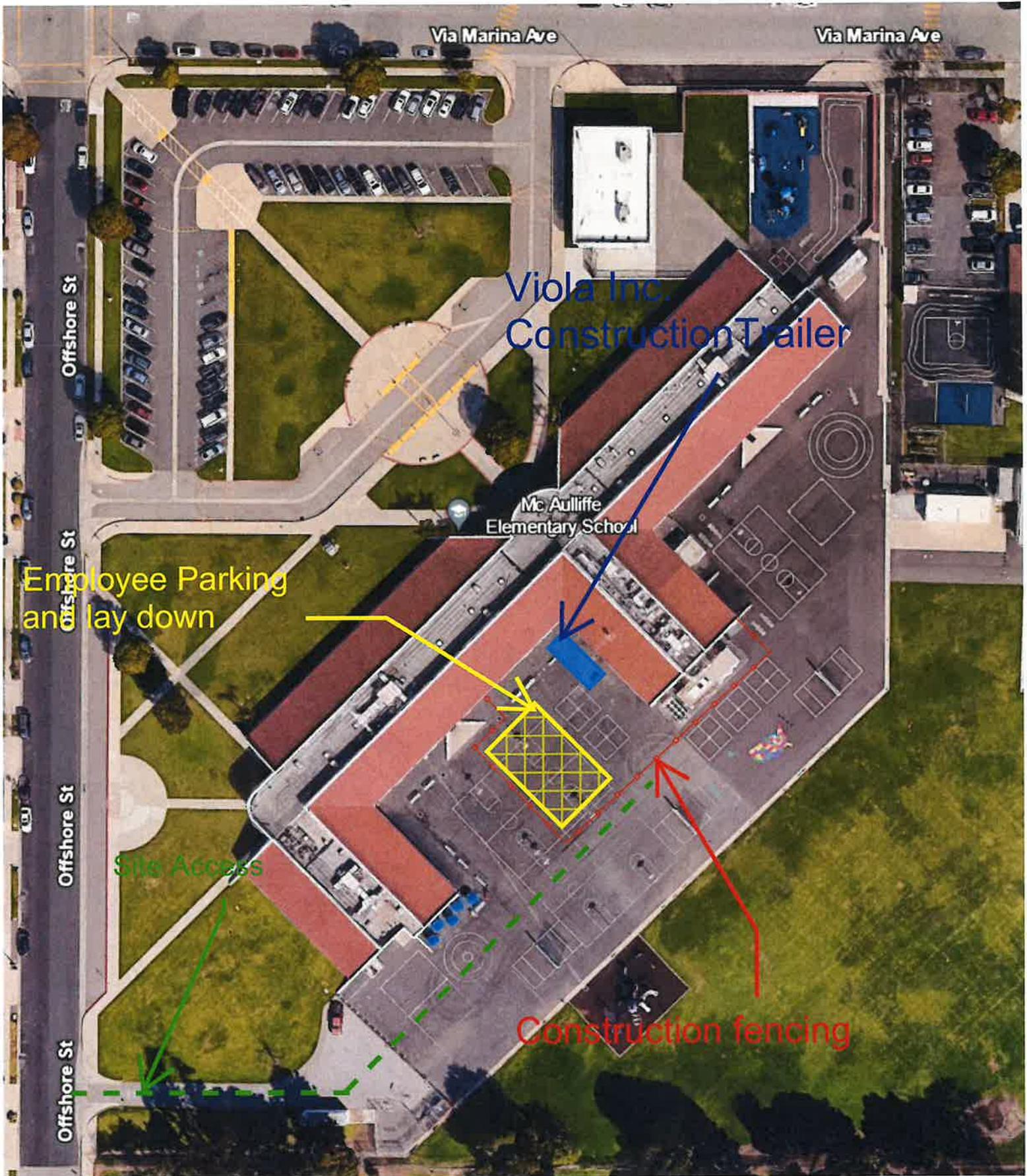
- Parent Activity
- Child Activity
- Milestone
- Baseline
- Delay (+ # days)
- Links
- Status
 - Completed
 - Overdue
 - Ahead
 - Uninitiated

McAuliffe ES Modernization
RFP Schedule



General

- Parent Activity
- Child Activity
- Baseline
- Delay (+ # days)
- Milestone
- Links
- Status:
 - Completed
 - Overdue
 - Ahead
 - Uninitiated



MCAuliffe ES Conceptual Budget Estimate 8-21-24

Scope of Work Descrip	Reference	Comment	Qty	Unit	Unit Price	Subtotal	Total	Notes
Summary						% of Project		
0100	General Conditions			SF			\$ 855,000.00	
01720	Field Engineering (Survey)			SF			\$ 15,000.00	
02200	Demolition			SF			\$ 441,727.00	
02300	Earthwork			SF			\$ -	
02500	Underground Utilities			SF			\$ -	
02600	A/C Paving			SF			\$ -	
02700	Pavement Marking & Bumpers			SF			\$ -	
02820	Fences & Gates			SF			\$ -	
02900	Landscape & Irrigation			SF			\$ -	
03300	Cast In Place Concrete (Bldg)			SF			\$ 50,000.00	
03400	Precast Concrete			SF			\$ -	
02775	Site Concrete			SF			\$ -	
04200	Masonry			SF			\$ -	
05100	Structural Steel			SF			\$ -	
05500	Metal Fabrication			SF			\$ 8,000.00	
06610	Misc. Capentry - M&T			SF			\$ 125,000.00	
06600	Rough Carpentry (Framing)						\$ -	
06620	Architectural Woodwork			SF			\$ 18,000.00	
07300	Building Insulation			SF			\$ 3,500.00	
07400	Membrane/Built-up Roofing			SF			\$ -	
07600	Sheet Metal Flashing & Trim			SF			\$ -	
07500	Metal Roofing & Sidings			SF			\$ -	
07920	Joint Sealants			SF			\$ -	
07800	Fireproofing			SF			\$ 25,000.00	
08100	Doors, Frames & Hardware			SF			\$ 7,000.00	
08400	Storefront, Glass & Glazing			SF			\$ 65,000.00	
09100	Lath & Plaster			SF			\$ -	
09200	Drywall			SF			\$ 200,000.00	
09300	Ceramic Tile			SF			\$ 50,000.00	
09500	Acoustical Ceilings			SF			\$ 237,853.00	
09400	Flooring (Carpet & Resilient)			SF			\$ 611,622.00	
09700	Painting, Coatings & Wall Coverings			SF			\$ 93,442.25	
10200	Signage			SF			\$ 20,000.00	
10150	Toilet Partitions & Accessories			SF			\$ 75,000.00	
114000	Food Service Equipment			SF			\$ -	
12490	Window Coverings			SF			\$ -	
15300	Fire Sprinkler System			SF			\$ 56,510.00	
15400	Plumbing			SF			\$ 679,580.00	
15500	HVAC			SF			\$ 1,019,370.00	
16000	Electrical			SF			\$ 645,601.00	
16400	Comm & Low Voltage			SF			\$ -	
16720	Fire Alarm			SF			\$ 509,685.00	
Subtotal Building Construction Costs			0		\$ -		\$ 5,811,890.25	

CONSTRUCTION COSTS			
Building Construction Costs	\$ 5,811,890.25		
Subtotal - Construction Direct Costs			
Performance & Payment Bond	\$ 54,631.77		
Liability Insurance	\$ 58,118.90		
Course of Construction Insurance	\$ 116,237.81		
Overhead and Profit	\$ 348,713.42		
Construction Contingency	\$ -		
Construction costs, Bond, Insurance, Overhead and	\$ 6,389,592.14		
TOTAL GC CONSTRUCTION COSTS		\$ 6,389,592.14	
Alternates			

Summary of Trade Activities

	Description	Reference	Comment	Qty	Unit	Unit Price	Subtotal	Total	Notes
11000	General Conditions			15	mths	\$ 57,000.00	\$ 855,000.00		
							\$ -		
							\$ -		
	TOTAL General Conditions							\$ 855,000.00	
01720	Field Engineering (Survey)			1	ls	\$ 15,000.00	\$ 15,000.00		
	Layout and coordination						\$ -		
							\$ -		
	TOTAL Field Engineering (Survey)							\$ 15,000.00	
02200	Demolition								
1	Selective demolition			12222	sqft	\$ 13.00	\$ 158,886.00		
2	Selective demolition			4056	sqft	\$ 13.00	\$ 52,728.00		
3	Selective demolition			11977	sqft	\$ 13.00	\$ 155,701.00		
4	Selective demolition			5724	sqft	\$ 13.00	\$ 74,412.00		
	TOTAL Demolition							\$ 441,727.00	
02300	Earthwork			0	sqft	\$ -	\$ -		
				0	ls	\$ -	\$ -		
				0	ls	\$ -	\$ -		
	TOTAL Earthwork							\$ -	
02500	Underground Utilities			0	sqft	\$ -	\$ -		
				0	sqft	\$ -	\$ -		
							\$ -		
	Underground Utilities							\$ -	
02600	A/C Paving			0	ls	\$ -	\$ -		
							\$ -		
							\$ -		
	TOTAL A/C Paving							\$ -	
02700	Pavement Marking & Bumpers						\$ -		
							\$ -		
							\$ -		
	TOTAL Pavement Marking & Bumpers							\$ -	
02820	Fences & Gates						\$ -		
							\$ -		
							\$ -		
	TOTAL Fences & Gates							\$ -	
02900	Landscape & Irrigation						\$ -		
							\$ -		
							\$ -		
	TOTAL Landscape & Irrigation							\$ -	
03300	Cast In Place Concrete (Bldg)			2000	sqft	\$ 25.00	\$ 50,000.00		
							\$ -		
							\$ -		
	TOTAL Cast In Place Concrete (Bldg)							\$ 50,000.00	
03400	Precast Concrete						\$ -		
							\$ -		
							\$ -		
	TOTAL Precast Concrete							\$ -	
02775	Site Concrete			0	sqft	\$ -	\$ -		
							\$ -		
							\$ -		
	TOTAL Site Concrete							\$ -	
04200	Masonry						\$ -		
							\$ -		
							\$ -		
	TOTAL Masonry							\$ -	
05100	Structural Steel						\$ -		
							\$ -		
							\$ -		
	TOTAL Structural Steel							\$ -	
05500	Metal Fabrication			4	ea	\$ 2,000.00	\$ 8,000.00		
	Handrails for Drinking fountains						\$ -		
							\$ -		
	TOTAL Metal Fabrication							\$ 8,000.00	

06610	Misc Carpentry - M&T								
	Miscellaneous blocking and framing		1	ls	\$ 125,000.00	\$ 125,000.00			
						\$ -			
						\$ -			
	TOTAL Misc Carpentry - M&T							\$ 125,000.00	
06600	Rough Carpentry (Framing)								
	Reframe accessible doorways		0	ea	\$ 4,000.00	\$ -			
						\$ -			
						\$ -			
	TOTAL Rough Carpentry							\$ -	
06620	Architectural Woodwork								
	New Casework/Cabinet Shelving		12	ea	\$ 1,500.00	\$ 18,000.00			
						\$ -			
						\$ -			
	TOTAL Architectural Woodwork							\$ 18,000.00	
07300	Building Insulation								
	Insulation allowance new door walls		7	ea	\$ 500.00	\$ 3,500.00			
						\$ -			
						\$ -			
	TOTAL Building Insulation							\$ 3,500.00	
07400	Membrane/Built-up Roofing								
						\$ -			
						\$ -			
						\$ -			
	TOTAL Membrane/Built-up Roofing							\$ -	
07600	Sheet Metal Flashing & Trim								
						\$ -			
						\$ -			
						\$ -			
	TOTAL Sheet Metal Flashing & Trim							\$ -	
07500	Metal Roofing & Sidings								
						\$ -			
						\$ -			
						\$ -			
	TOTAL Metal Roofing & Sidings							\$ -	
07920	Joint Sealants								
						\$ -			
						\$ -			
						\$ -			
	TOTAL Joint Sealants							\$ -	
07800	Fireproofing								
	Firestop penetrations		1	ls	\$ 25,000.00	\$ 25,000.00			
						\$ -			
						\$ -			
	TOTAL Fireproofing							\$ 25,000.00	
08100	Doors, Frames & Hardware								
	Accessible door frames and hardware		2	ea	\$ 3,500.00	\$ 7,000.00			
						\$ -			
						\$ -			
						\$ -			
	TOTAL Doors, Frames & Hardware							\$ 7,000.00	
08400	Storefront, Glass & Glazing								
	171 A, 171B		1	ls	\$ 65,000.00	\$ 65,000.00			
						\$ -			
						\$ -			
	TOTAL Sotrefront, Glass & Glazing							\$ 65,000.00	
09100	Lath & Plaster								
						\$ -			
						\$ -			
						\$ -			
	TOTAL Lath & Plaster							\$ -	
09200	Drywall								
	Gypsum drywall repairs		1	ls	\$ 200,000.00	\$ 200,000.00			
	Replace vinyl covered drywall		0	sqft	\$ 25.00	\$ -			
						\$ -			
	TOTAL Drywall							\$ 200,000.00	
09300	Ceramic Tile								
	ADA restroom upgrades 123, 125		1	ls	\$ 30,000.00	\$ 30,000.00			
	ADA restroom upgrades 198, 1100		1	ls	\$ 20,000.00	\$ 20,000.00			
	TOTAL Ceramic Tile							\$ 50,000.00	
09500	Acoustical Ceilings								
	1 Ceiling tiles		12222	sqft	\$ 7.00	\$ 85,554.00			
	2 Ceiling tiles		4056	sqft	\$ 7.00	\$ 28,392.00			
	3 Ceiling tiles		11977	sqft	\$ 7.00	\$ 83,839.00			
	4 Ceiling tiles		5724	sqft	\$ 7.00	\$ 40,068.00			
	TOTAL Acoustical Ceilings							\$ 237,853.00	
09900	Painting Coatings and wall coverings								
	1 Paint touchup		12222	sqft	\$ 2.75	\$ 33,610.50			
	2 Paint touchup		4056	sqft	\$ 2.75	\$ 11,154.00			

3	Paint touchup		11977	sqft	\$ 2.75	\$ 32,936.75	
4	Paint touchup		5724	sqft	\$ 2.75	\$ 15,741.00	
							\$ 93,442.25
09400	Flooring (Carpet & Resilient)						
1	Flooring		12222	sqft	\$ 18.00	\$ 219,996.00	
2	Flooring		4056	sqft	\$ 18.00	\$ 73,008.00	
3	Flooring		11977	sqft	\$ 18.00	\$ 215,586.00	
4	Flooring		5724	sqft	\$ 18.00	\$ 103,032.00	
	TOTAL Flooring and Carpet						\$ 611,622.00
10200	Signage						
	New ADA Signage		1	ls	\$ 20,000.00	\$ 20,000.00	
	TOTAL Signage						\$ 20,000.00
10150	Toilet Partitions & Accessories						
	ADA restroom upgrades 107, 109		1	ls	\$ 25,000.00	\$ 25,000.00	
	ADA restroom upgrades 165, 163		1	ls	\$ 25,000.00	\$ 25,000.00	
	ADA restroom upgrades 193, 195		1	ls	\$ 25,000.00	\$ 25,000.00	
	TOTAL Toilet Partitions & Accessories						\$ 75,000.00
	Food Service Equipment						
						\$ -	
						\$ -	
						\$ -	
	TOTAL Food Service Equipment						\$ -
12490	Window Coverings						
						\$ -	
						\$ -	
						\$ -	
	TOTAL Window Coverings						\$ -
15300	Fire Sprinkler						
1	Fire Sprinkler		12222	sqft	\$ 2.00	\$ 24,444.00	
2	Fire Sprinkler		4056	sqft	\$ 2.00	\$ 8,112.00	
3	Fire Sprinkler		11977	sqft	\$ 2.00	\$ 23,954.00	
4	Fire Sprinkler		5724	sqft	\$ 2.00	\$ 11,448.00	
	TOTAL Fire Sprinkler System						\$ 56,510.00
15400	Plumbing						
1	Plumbing		12222	sqft	\$ 20.00	\$ 244,440.00	
2	Plumbing		4056	sqft	\$ 20.00	\$ 81,120.00	
3	Plumbing		11977	sqft	\$ 20.00	\$ 239,540.00	
4	Plumbing		5724	sqft	\$ 20.00	\$ 114,480.00	
	TOTAL Plumbing						\$ 679,580.00
15500	HVAC						
1	HVAC work		12222	sqft	\$ 30.00	\$ 366,660.00	
2	HVAC work		4056	sqft	\$ 30.00	\$ 121,680.00	
3	HVAC work		11977	sqft	\$ 30.00	\$ 359,310.00	
4	HVAC work		5724	sqft	\$ 30.00	\$ 171,720.00	
	TOTAL HVAC						\$ 1,019,370.00
16000	Electrical						
1	Electrical		12222	sqft	\$ 19.00	\$ 232,218.00	
2	Electrical		4056	sqft	\$ 19.00	\$ 77,064.00	
3	Electrical		11977	sqft	\$ 19.00	\$ 227,563.00	
4	Electrical		5724	sqft	\$ 19.00	\$ 108,756.00	
	TOTAL Electrical						\$ 645,601.00
16400	Comm & Low Voltage						
1	Communications low voltage		12222	sqft	\$ 15.00	\$ 183,330.00	
2	Communications low voltage		4056	sqft	\$ 15.00	\$ 60,840.00	
3	Communications low voltage		11977	sqft	\$ 15.00	\$ 179,655.00	
4	Communications low voltage		5724	sqft	\$ 15.00	\$ 85,860.00	
	TOTAL Fire Alarm						\$ 509,685.00
	Total Building Construction Costs						\$ 5,811,890.25

shd be zero



McAuliffe Elementary School Preconstruction Budget

Description	Rates
Director of LLB Operations	\$ 160.00
Project Manager	\$ 150.00
Project Superintendent	\$ 130.00
Project Engineer	\$ 75.00
Jobsite Foreman	\$ 120.00
Administrative Assistant	\$ 65.00
Estimator	\$ 105.00

	Hrs	Rate	Cost	
Design Review				
Existing Site Conditions Review	0	\$ 160.00	\$ -	
	8	\$ 150.00	\$ 1,200.00	
	16	\$ 75.00	\$ 1,200.00	\$ 2,400.00
Schematic Estimate				
	0	\$ 160.00	\$ -	
	0	\$ 105.00	\$ -	
	0	\$ 65.00	\$ -	\$ -
Design Development Estimate				
	0	\$ 160.00	\$ -	
	0	\$ 105.00	\$ -	
	0	\$ 65.00	\$ -	\$ -
Construction Document Estimate				
	10	\$ 160.00	\$ 1,600.00	
	10	\$ 150.00	\$ 1,500.00	
	0	\$ 65.00	\$ -	\$ 3,100.00
Constructibility Review				
	20	\$ 160.00	\$ 3,200.00	
	0	\$ 150.00	\$ -	
	0	\$ 75.00	\$ -	\$ 3,200.00
Value Engineering				
	6	\$ 160.00	\$ 960.00	
	2	\$ 150.00	\$ 300.00	
	0	\$ 75.00	\$ -	\$ 1,260.00
BIM & Conflict Avoidance				
	0	\$ 160.00	\$ -	
	0	\$ 150.00	\$ -	
	0	\$ 75.00	\$ -	
Construction Scheduling				
	0	\$ 160.00	\$ -	
	0	\$ 150.00	\$ -	
	0	\$ 75.00	\$ -	\$ -
Development of GMP				
	24	\$ 160.00	\$ 3,840.00	
	8	\$ 150.00	\$ 1,200.00	
	8	\$ 75.00	\$ 600.00	\$ 5,640.00
Meeting Attendance				
	6	\$ 160.00	\$ 960.00	
	2	\$ 150.00	\$ 300.00	
	6	\$ 75.00	\$ 450.00	\$ 1,710.00
Total	126		\$ 17,310.00	



*Travelers Bond
& Specialty Insurance*
(909) 612-3270
jehlers@travelers.com

21688 Gateway Center Dr.
Diamond Bar, CA, 91765

10/02/2023

Re: Viola, Inc. - Bond pre-qualification

To Whom It May Concern:

Travelers Casualty and Surety Company of America (“Travelers”)¹ is privileged to have worked with Viola, Inc. for over 20 years.

It is our opinion that Viola, Inc. is qualified to perform projects within the parameters of a \$60,000,000 single / \$100,000,000 aggregate work program. At their request, we will give favorable consideration to providing any required performance and payment bonds.

Please note that any decision to issue performance and payment bonds is a matter between Viola, Inc. and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract terms, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Jodie L. Doner
Attorney in Fact
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

¹ Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or more)).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

"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 10/2/2023 before me, Jessica Blanchard, Notary Public,
personally appeared Jodie Doner

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]
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

- CAPACITY CLAIMED BY SIGNER
- INDIVIDUAL
 - CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

- TITLES(S)
- PARTNERS LIMITED
 - GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

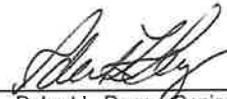
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jodie L Doner** of **VENTURA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

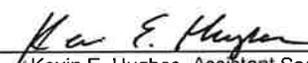
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **October**, **2023**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: October 16, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-144, Franklin Covey Education (Fox)

Franklin Covey Education will provide Leading at the Speed of Trust training for Educational Services Staff on November 1, 2024.

FISCAL IMPACT:

Not to Exceed: \$12,836.11 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #24-144 with Franklin Covey Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-144, Franklin Covey Education \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

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

Requisition Number

Purchase Order Number

Contract Number

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

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

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

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

Date checked by school official: _____ initials: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



Prepared for: Oxnard School District-Ed Services

Prepared by: Jennifer Duston

Proposal Date: 9.24.24

Services

SKU	Item	Amount	Quantity	Total
P4ERC1-F	Prepaid Leading at the Speed of Trust 3.0 Consultant Daily Rate	\$3,600.00	1	\$3,600.00
PASS6	All Access Pass follow up digital materials subscription	\$150	45	\$6,750.00
			Subtotal Services	\$10,350.00

Materials

SKU	Item	Amount	Quantity	Total
78323	Leading at the Speed of Trust 3.0 Participant Guide	\$45.00	45	\$2,025.00
			Subtotal Materials	\$2,025.00
			Shipping Materials (Estimate)	\$164.74
			Sales Tax Materials (Estimate)	\$296.37

Total Investment	\$12,836.11
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: October 16, 2024

Agenda Section: Section D: Action Items

Approval of Speech Language Pathologist Permit Waiver for Liza Faught to serve as a Speech Therapist at Lemonwood School for the 2024-2025 School Year (Carroll)

The District is recommending that the Board of Trustees approve this action item for a Speech Language Pathologist Permit Waiver for Liza Faught to serve as a Speech Therapist at Lemonwood School for the 2024-2025 school year, until the employee completes a program.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Speech Language Pathologist Permit Waiver as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 16, 2024

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (DeGenna)

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

- August 7, 2024 Regular Meeting
- August 17, 2024 Special Meeting
- August 21, 2024 Regular Meeting
- September 4, 2024 Regular Meeting
- September 18, 2024 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

- Attached:** [Minutes August 7 2024 Regular Meeting \(12 pages\)](#)
[Minutes August 17 2024 Special Meeting \(3 pages\)](#)
[Minutes August 21 2024 Regular Meeting \(12 pages\)](#)
[Minutes September 4 2024 Regular Meeting \(9 pages\)](#)
[Minutes September 18 2024 Regular Meeting \(10 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

MINUTES REGULAR BOARD MEETING Wednesday, August 7, 2024

5:00 PM - Open Meeting

7:00 PM - Return to Regular Board Meeting

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Assistant Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:00 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, Monica Madrigal Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Ismael Sosa Villalobos, 5th grade student at Driffill School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Ariya Catalina Febrian, 4th grade student at Soria School, read the district's Mission and Vision Statement in English. Guadalupe Soto, 5th grade student at Driffill School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation on ELOP/Summer Programs

Dr. Ginger Shea, Director, Enrichment & Specialized Programs, and Dr. Sarah Lepe, Manager, Special Programs, provided an overview of the activities of the district's ELOP summer programs.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #24-01 Adoption of Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

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

There were no comments.

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

August 7, 2024

A.7. Closed Session

The Board convened to closed session at 5:37 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- Case #2023-CUOE015904
OAH Case #2024040469

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

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

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release

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

The Board reconvened to open session at 7:02 p.m.

A.9. Report Out of Closed Session

President Robles-Solis reported on the following action taken in closed session:

Motion #24-02 Approval of Final Settlement Agreement OAH Case #2024040469

Mover: Rose Gonzales

Secunder: Brian Melanephy

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

A.10. Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

The newly appointed Oxnard School District administrators were introduced to the Board of Trustees:

- Brandon Arevalo, Manager, Special Education

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

- Maria Baro, Principal, Ramona
- Leticia Batista, Assistant Principal, Brekke/Ritchen
- Raudel Flores, Manager, Mental Health
- Jordan Rouss, Assistant Principal, Lopez
- Jamie Scharich, Assistant Principal, Lemonwood
- Carlos Valdovinos, Principal, Lemonwood

Section B: PUBLIC COMMENT/HEARINGS

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

- Jasmine Duron re: agenda item #C.29 - Agreement w/ STAR of CA/ERA Ed

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #24-03 Approval of Consent Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

C.1. 2023-2024 Quarterly Report on Williams Instructional Materials and Facilities, Quarter 4 (Fox/Thomas)

C.2. Enrollment Report (Mitchell)

As presented.

C.3. Approval and Adoption of the June 2024 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program (Mitchell/Miller/CFW)

As presented.

C.4. Approval of Resolution No. 23-27 Making Revised Environmental Findings to the CEQA Report in Connection with the Proposed Reconstruction of Fremont Middle School (Mitchell/Miller/CFW)

As presented.

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

August 7, 2024

- C.5. Approval of the District’s Submission of the 2024-25 Consolidated Application for Funding (Mitchell/Núñez)**
As presented.
- C.6. Purchase Order/Draft Payment Report #24-01 (Mitchell/Reyes)**
As presented.
- C.7. Approval of the 2023-24 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Torres)**
As presented.
- C.8. Personnel Actions (Torres/Fuentes)**
As presented.
- C.9. Establishment and Increase of Hours of Positions (Torres/Fuentes)**
As presented.

Section C: APPROVAL OF AGREEMENTS

- C.10. Approval of Agreement No. 24-26 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students at Harrington School (Mitchell/Corona)**
For the purpose of supplying breakfast, lunch and snacks to their preschool program at Harrington School, August 8, 2024 to June 30, 2025, CAPSLO will reimburse the District for the cost of the meals and snacks provided.
- C.11. Approval of Agreement #24-31 – Curriculum Associates, LLC (Fox/Ruvalcaba)**
To provide virtual training on Strategies modules to teachers new to Ellevation or teachers who need a refresher course, district-wide, September 1, 2024 through June 30, 2025, in the amount of \$3,750.00, to be paid out of Title III Funds.
- C.12. Approval of Agreement #24-35 – Nancy Paulson (Fox/Shea)**
To conduct math training for the after-school program staff, August 8, 2024 through June 30, 2025, in the amount not to exceed \$32,300.00, to be paid out of Expanded Learning Opportunities Program Funds.
- C.13. Approval of Agreement #24-36 – SchoolPRPro (Fox/Shea)**
To provide virtual support for communication surveys and crisis communication for the Oxnard School District, August 8, 2024 through June 30, 2025, in the amount not to exceed \$10,000.00, to be paid out of Supplemental Concentration Funds.

- C.14. Approval of Agreement #24-60 – Dr. Cory Hills / Percussive Storytelling (Fox/Shea)**
To conduct workshops where students will create original stories, set them to music, and perform them for their classmates as part of the Expanded Learning Opportunities Programs and during the school day, August 8, 2024 through June 30, 2025, in the amount not to exceed \$237,624.00, to be paid out of ELOP Funds (\$126,800.00) and Title I Funds (\$110,824.00).
- C.15. Approval of Agreement #24-65 with the California Teachers Association (CTA) for Maritza Avila to Serve as a Full-Time CTA Board Member from the 2024-25 through the 2026-27 School Years (Torres/Carroll)**
For Maritza Avila to Serve as a full-time CTA Board Member from the 2024-25 through the 2026-27 School Years, as presented.
- C.16. Approval of Agreement #24-73, Ventura County Public Health (Fox/Nocero)**
To provide free nutrition education and health promotion services for children and families at various Oxnard School District sites, August 8, 2024 through June 30, 2025, at no cost to Oxnard School District.
- C.17. Approval of Agreement #24-75 – Dynamic Education Services, Inc. (DeGenna/Jefferson)**
To develop and implement successful year-round Non-Public Agency (NPA) or Compensatory services throughout Oxnard School District, August 8, 2024 through June 30, 2025, in the amount not to exceed \$150,000.00, to be paid out of Special Education Funds.
- C.18. Approval of Agreement #24-78 – PRIDE Learning Co. (DeGenna/Jefferson)**
To provide reading, writing, and comprehension support to students selected or assigned by the Special Education Department, August 8, 2024 through June 30, 2025, in the amount of \$50,000.00, to be paid out of Special Education Funds.
- C.19. Approval of Agreement #24-79 – HopSkipDrive, Inc. (Mitchell/Galvan)**
To provide supplemental transportation and coordination services to the Oxnard School District Transportation Department due to driver shortage, August 8, 2024 through June 30, 2025, in the amount not to exceed \$150,000.00, to be paid out of the General Fund.
- C.20. Approval of Agreement #24-80– Interface Children and Family Services (Fox/Nocero)**
To provide trained staff to work with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services, and Mental Health Services, August 8, 2024 through June 30, 2025, at no cost to Oxnard School District.
- C.21. Approval of Agreement #24-81, WestEd - Workshops (Fox/Ruvalcaba)**
To provide two 90-minute in-person parent workshops to empower families on how to have conversations about race in their homes, October 1, 2024 and November 14, 2024, in the amount of \$6,000.00, to be paid out of Supplemental Concentration Funds.

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

- C.22. Approval of Agreement #24-82, WestEd (Fox/Ruvalcaba)**
To provide professional development, coaching, technical assistance, and ongoing support during the implementation of Academic Parent Teacher Teams, August 8, 2024 – June 30, 2025, in the amount of \$54,000.00, to be paid out of Supplemental Concentration Funds.
- C.23. Approval of Agreement #24-83 – CJ Seto Support Services, LLC (Torres/Magaña)**
To conduct chemical inventories at Frank, Fremont, and Lopez Intermediate Schools, and Chavez, Driffill, Lemonwood, Marshall, Curren, Soria, and Kamala K-8 schools, August 8, 2024 through June 30, 2025, in the amount of \$19,340.00, to be paid out of Safety Credits.
- C.24. Approval of Agreement #24-84 – Ventura County Office of Education - Special Education Transportation Services 2024-2025 (DeGenna/Jefferson)**
To provide Transportation Services for Special Education students as needed during the 2024-2025 school year, August 8, 2024 through June 30, 2025, in the amount of \$314,480.00, to be paid out of Special Education Funds.
- C.25. Approval of Agreement #24-85 – Hip Hop Mindset (Fox/Shea)**
To provide photography and videography services covering school events, district events, and any other events requested by the district, as well as to manage and post content on the District's social media platforms, August 8, 2024 through June 30, 2025, in the amount not to exceed \$75,000.00, to be paid out of Expanded Learning Opportunities Program Funds.
- C.26. Approval of Agreement #24-86 – Push Play P.E (Fox/Haber)**
To provide on-site professional learning to K-8 teachers at Sierra Linda, August 12, 2024, in the amount of \$3,000.00, to be paid out of Title IV Funds.
- C.27. Approval of Agreement #24-87 – VCOE – SELPA Physical Therapy Services (DeGenna/Jefferson)**
To provide Physical Therapy Specialist Services to the Special Education Services Department, August 8, 2024 through June 30, 2025, in the amount not to exceed \$77,200.00, to be paid out of Special Education Funds.
- C.28. Approval of Agreement #24-88 - VCOE SELPA – Orientation and Mobility Specialist Services 2024-2025 (DeGenna/Jefferson)**
To provide Orientation and Mobility Specialist Services to the Special Education Services Department, August 8, 2024 through June 30, 2025, in the amount not to exceed \$44,000.00, to be paid out of Special Education Funds.
- C.29. Approval of Agreement #24-89 – STAR of CA/ ERA Ed. (Fox/Shea)**
To provide supplemental staffing to the Expanded Learning Opportunities Program on an “as needed” basis, August 8, 2024 through June 30, 2025, in the amount not to exceed \$1,025,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

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

Section C: RATIFICATION OF AGREEMENTS

C.30. Ratification of Agreement/MOU #24-72, Ventura County Office of Education (Fox/Ruvalcaba)

For VCOE to reimburse Oxnard School District for all supplementary services provided to eligible migrant students and/or eligible parents/guardians eligible to receive services, July 1, 2024 through June 30, 2025.

C.31. Ratification of Agreement #24-74 - Ventura County Office of Education, Special Circumstances Paraeducator Services – SCP (5 students) (DeGenna/Jefferson)

To provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's) during the 2023-24 school year, including Extended School Year, for students #JV120313, #MP111618, #LJ071616, #EA061212, and #AP092219, in the amount of \$76,500.00, to be paid out of Special Education Funds.

C.32. Ratification of Agreement #24-76, Nigro & Nigro, PC – District's Measure D Building Bond Audit Services (Mitchell/Nuñez)

For providing audit services relative to the District's Measure D Bond Building Fund for 2023-24 fiscal year, March 1, 2024 through March 31, 2025, in the amount not to exceed \$4,500.00, to be paid out of the Unrestricted General Fund.

C.33. Ratification of Agreement #24-77 – Every Special Child, LLC (DeGenna/Jefferson)

For providing temporary staffing services to Oxnard School District students consistent with the student's Individualized Education Program (IEP) in the areas of Paraprofessionals, Speech Language Pathologist/Speech Language Pathologist Assistant, Special Education Teacher/DHH Teacher/VI Teacher, School Psychologist, and Occupational Therapist, July 1, 2024 through June 30, 2025, in the amount not to exceed \$1,000,000.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

D.1. Approval of Management and Confidential Employee Compensation/Salary Schedules for the 2024-25 School Year Effective, July 1, 2024 (Torres)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of Management and Confidential Employee Compensation/Salary Schedules for the 2024-25 School Year, Effective, July 1, 2024.

Motion #24-04 Approval of Management and Confidential Employee Compensation/Salary Schedules for the 2024-25 School Year Effective, July 1, 2024

Mover: Rose Gonzales

Seconder: Brian Melanephy

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

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

D.2. Approval of Revised 2023-24 Compensation for Management and Confidential Employees (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the revised 2023-24 compensation for Management and Confidential Employees.

Motion #24-05 Approval of Revised 2023-24 Compensation for Management and Confidential Employees

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

D.3. Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Raul Sandoval to Serve as a 6th-8th grade Resource Specialist Teacher at Kamala School for the 2024/2025 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Raul Sandoval to serve as a 6th-8th grade Resource Specialist Teacher at Kamala School for the 2024/2025 School Year.

Motion #24-06 Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Raul Sandoval to Serve as a 6th-8th grade Resource Specialist Teacher at Kamala School for the 2024/2025 School Year

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

D.4. Approval of New Job Description: Teacher on Special Assignment (TOSA) – Expanded Learning Opportunities Program (ELOP) Support (Torres/Fox)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the new Job Description: Teacher on Special Assignment (TOSA) - Expanded Learning Opportunities Program (ELOP) Support.

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

Motion #24-07 Approval of New Job Description: Teacher on Special Assignment (TOSA) - Expanded Learning Opportunities Program (ELOP) Support

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the May 15, 2024 Regular Meeting, as presented.

Motion #24-08 Approval of Minutes - May 15, 2024 Regular Board Meeting

Mover: Brian Melanephy

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section G: CONCLUSION

G.1. Superintendent's Report (3 minutes)

Ana DeGenna

- Summer Activities
- OSD Student Profile
- Speed of Trust Training - Maintenance & Operations Staff
- AVID Summer Institute - San Diego
- UnboundEd Institute - Washington DC
- New Administrators' Boot Camp
- New Teacher Training - August
- Site Leadership Retreat
- Annual OSD Welcome Back Event - Keynote Speaker Ken Williams

G.2. Trustees' Announcements (3 minutes each speaker)

MaryAnn Rodriguez

- welcome to new administrators
- summer programs look amazing
- can't wait for the new year to start

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

Monica Madrigal Lopez

- welcome to new administrators
- thank you to Dr. Shea and Dr. Lepe, and everyone that made summer programs possible

Rose Gonzales

- thank you to students that spoke today
- retirees mentioned in agenda - thank you for their years of service - thank you to four preschool teachers in particular
- attended all summer program sites - thank you to Olympians, principals, Dr. Shea and Dr. Lepe
- attended Night Out through Carriage Square Neighborhood Council
- wishes staff a great school year
- encourages everyone to continue to take care of their wellbeing
- thank you to everyone for all they do for our students

Brian Melanephy

- enjoyed attending CLSBA Equity Conference in Monterey

Veronica Robles-Solis

- the reason for being on the Board is to move policy forward for the benefits of the students
- appreciates summer ELOP programs
- thank you to Trustee Melanephy for information re: CLSBA Conference
- looking forward to new school year and to seeing staff at the Welcome Back Event
- reminder to all to drive safely at school sites, especially the first couple of days of school

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 7:40 p.m.

Motion to adjourn

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 16th day of October, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of August 7, 2024, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
August 7, 2024

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President

Monica Madrigal Lopez, Clerk

Rose Gonzales, Member

MaryAnn Rodriguez, Member

Brian Melanephy, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.

Superintendent

Valerie Mitchell, MPPA

Assistant Superintendent,
Business & Fiscal Services

Natalia Torres, Ed.D.

Assistant Superintendent,
Human Resources

Aracely Fox, Ed.D.

Assistant Superintendent,
Educational Services

MINUTES

SPECIAL BOARD MEETING

Saturday, August 17, 2024

9:00 AM - Open Meeting

Lemonwood School Library - 2001 San Mateo Place, Oxnard CA 93033

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Assistant Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

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 (9:00 AM)

President Robles-Solis called the meeting to order at 9:05 a.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, Monica Madrigal Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna and Administrative Assistant Monica Noriega.

A.2. Pledge of Allegiance to the Flag

Dr. Ana DeGenna, Superintendent, led the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #24-09 Adoption of Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

A.4. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.5. Closed Session

The Board convened to closed session at 9:07 a.m. to consider the following items:

1. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee Evaluation
 - District Superintendent

A.6. Reconvene to Open Session

The Board reconvened to open session at 2:09 p.m.

A.7. Report Out of Closed Session

President Robles-Solis reported that there was nothing to report out.

Section G: CONCLUSION

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

G.1. ADJOURNMENT

President Robles-Solis adjourned the meeting at 2:10 p.m.

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 16th day of October, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of August 17, 2024, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
August 17, 2024

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

MINUTES REGULAR BOARD MEETING Wednesday, August 21, 2024

5:00 PM - Open Meeting

7:00 PM - Return to Regular Board Meeting

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

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Watch the meeting live: osdtv.oxnardsd.org

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

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

August 21, 2024

Section A: PRELIMINARY

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

Trustee Madrigal Lopez called the meeting to order at 5:00 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, and Monica Madrigal Lopez. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Peyton Worrell and Francisco Amezcuita, 4th grade students in Ms. Lang's class at Ritche School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Josiah Johnson, 5th grade student in Mrs. Ullrich's class at Ritche School, read the district's Vision Statement in English. Joshua Napoles, 5th grade student in Mrs. Garcia's class at Ritche School, read the district's Vision Statement in Spanish. Nicholas Jones, 5th grade student in Mrs. Garcia's class at Ritche School, read the district's Mission Statement in English and Spanish.

A.4. Presentation by Ritche School

Nauman Zaidi, Principal, Ritche School, provided a presentation about Ritche.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendment:

- Item C.11 - Approval of Agreement #24-96 – Provocative Practice (Fox)– item to be moved to a future meeting

Motion #24-10 Adoption of Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

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

There were no comments.

A.7. Closed Session

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

The Board convened to closed session at 5:22 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
Case #2023-CUOE015904

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources,
and Garcia Hernandez & Sawhney, LLP

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

3. Pursuant to Section 54957 of the Government Code the Board will consider
personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release

- Public Employee Evaluation

- District Superintendent
- Public Employee Appointment
 - Assistant Principal, Elementary
 - Manager, Special Programs (ELOP)
 - Manager, Special Education

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

The Board reconvened to open session at 7:03 p.m.

A.9. Report Out of Closed Session

Trustee Madrigal Lopez reported on the following actions taken in closed session:

Motion #24-11 Appointment of Jennifer Branstetter Flores as Manager, Special Programs
(ELOP)

Mover: MaryAnn Rodriguez

Seconder: Brian Melanephy

Moved To: Appoint

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

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

Motion #24-12 Appointment of Kirsten Walker as Manager, Special Education

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Appoint

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

A.10. Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

The newly appointed Oxnard School District administrators were introduced to the Board of Trustees:

- Hilary Anderson, Assistant Principal, Marina West
- Gerardo Herincx, Assistant Principal, Soria
- Terry Lopez, Principal, Marina West
- George Uduigwome, Manager, Special Education

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #24-13 Approval of Consent Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve as Amended

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

C.1. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)

For Sarah McGraw, Speech-Language Pathologist, to attend the American Speech-Language-Hearing Association's (ASHA) 2024 Annual Convention, December 5-7, 2024 in Seattle, WA, in the amount not to exceed \$2,500.00, to be paid from OSSA Funds (\$1,500.00) and Title II Funds (\$1,000.00).

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

August 21, 2024

C.2. Ratification of Allocations of Contract Contingency #16 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)

To ratify the Allocation #16 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. The contingency fund began with a fund balance of \$797,667.00. There have been allocations totaling \$616,505.99, leaving a fund balance of \$181,161.01.

C.3. Increase of Hours and Reduction of Hours of Positions (Torres/Fuentes)

As presented.

C.4. Personnel Actions (Torres/Fuentes)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.5. Approval of Amendment #1 to Agreement #24-53, Franklin Covey Education (DeGenna)

To cover additional professional development training needs for the 2024-2025 school year, in the amount of \$25,000.00, to be paid out of the Supplemental Concentration Fund.

C.6. Approval of Agreement #24-91 – Art Trek, Inc. (Fox/Blevins)

To provide art lessons to Kamala School students to allow teachers to Power Planning, August 22, 2024 through June 30, 2025, in the amount of \$10,093.75, to be paid out of Title III Funds.

C.7. Approval of Agreement #24-92 – Disciplina Positiva, Inc. (Fox/Blevins)

To provide a series of 6 parent workshops to teach families about positive discipline founded on mutual respect, August 22, 2024 through June 30, 2025, in the amount not to exceed \$16,000.00, to be paid out of Title III Funds.

C.8. Approval of Agreement #24-93 - Ventura County Office of Education/SELPA (Fox/Nocero)

To provide behavior consultation to support classroom management skills and behavior management in the classroom, August 26, 2024 through June 30, 2025, in the amount of \$200,000.00, to be paid out of MAA Funds.

C.9. Approval of Agreement #24-94, California Association for Bilingual Education (CABE) (Fox/Ruvalcaba)

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

To support Plaza Comunitaria, a Spanish literacy program for adults, September 1, 2024 through June 30, 2025, in the amount not to exceed \$11,500.00, to be paid out of Title III Funds.

C.10. Approval of Agreement #24-95, California Association for Bilingual Education (CABE) Project 2Inspire (Fox/Ruvalcaba)

To provide Parent Leadership classes by a CABE-trained parent specialist, August 22, 2024 through June 30, 2025, in the amount of \$25,500.00, to be paid out of Title I Funds.

C.11. Approval of Agreement #24-96 – Provocative Practice (Fox)

Item pulled at Adoption of Agenda.

C.12. Approval of Agreement #24-97 – Professional Tutors of America Inc. (DeGenna/Jefferson)

To provide a range of services for the Special Education Department that may include Behavior Intervention, Counseling & Guidance, Language Speech Development & Remediation, Occupational Therapy, Vocational Education & Career Development, Compensatory Education – Academic Tutoring, Vision Services, and Academic Achievement Test, August 22, 2024 through June 30, 2025, in the amount not to exceed \$150,000.00, to be paid out of Special Education Funds.

C.13. Approval of Agreement #24-98 – Dr. Olvera Psychology (DeGenna/Jefferson)

To provide psychological and educational consulting services for the Special Education Department, September 1, 2024 through June 30, 2025, in the amount not to exceed \$30,000.00, to be paid out of Special Education Funds.

C.14. Approval of Agreement #24-100 – Tri-Signal Integration, Inc. (Mitchell/Miller)

To provide Annual Fire Alarm System Test and Inspection services for Oxnard School District, August 22, 2024 through June 30, 2025, in the amount of \$70,715.00, to be paid out of Routine Restricted Maintenance Funds.

C.15. Approval of Agreement #24-102 – Nate's Place, A Wellness and Recovery Center (Fox/Nocero)

To provide support and services to 6th – 8th grade students who are at risk of substance abuse and mental health disorders, August 22, 2024 through June 30, 2025, at no cost to Oxnard School District.

C.16. Approval of Agreement #24-103 – Walter D. Schwartz (Torres)

To provide services related to collective bargaining training and facilitation services during negotiations, August 22, 2024 through June 30, 2025, in the amount not to exceed \$30,000.00 including travel/lodging expenses, to be paid out of the General Fund (Negotiations).

C.17. Approval of Agreement #24-104 – Leadership Associates, LLC (Torres/Carroll)

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

To provide up to five (5) days of executive advising services to the Director, Certificated Human Resources, September 1, 2024 through June 30, 2025, in the amount of \$11,250.00, to be paid out of the Unrestricted General Fund.

C.18. Approval of Agreement #24-105 – Leadership Associates, LLC (Torres)

To provide up to five (5) days of executive advising services to the Assistant Superintendent, Human Resources, September 1, 2024 through June 30, 2025, in the amount of \$11,250.00, to be paid out of the Unrestricted General Fund.

Section C: RATIFICATION OF AGREEMENTS

C.19. Ratification of Amendment No. 001 to Agreement No. 19-179 with Arcadis International Ltd. (formerly known as IBI Group) to Provide Architectural Engineering Services for McAuliffe Elementary School Modernization Project (Mitchell/Miller/CFW)

For providing Architectural Engineering Services for the McAuliffe Elementary School Modernization Project, in the amount of \$156,636.00, to be paid out of Master Construct and Implementation Funds.

C.20. Ratification of Amendment No. 001 to Agreement No. 19-180 with Arcadis International Ltd. (formerly known as IBI Group) to Provide Architectural Engineering Services for Ritche Elementary School Modernization Project (Mitchell/Miller/CFW)

For providing Architectural Engineering Services for the Ritche Elementary School Modernization Project, in the amount of \$156,636.00, to be paid out of Master Construct and Implementation Funds.

C.21. Ratification of Amendment No. 001 to Agreement No. 23-161 with Flewelling & Moody Architects, Inc. to Provide Architectural Engineering Services for Rose Avenue Elementary School ECDC Project (Mitchell/Miller/CFW)

For providing Architectural Engineering Services for the Rose Avenue Elementary School ECDC Project, in the amount of \$12,800.00 (including reimbursable expenses), to be paid from Master Construct and Implementation Funds.

C.22. Ratification of Amendment #001 to Agreement #23-194 with Universal Engineering Sciences to Provide Additional Geotechnical Engineering Services for the Fremont Middle School Reconstruction Project (Mitchell/Miller/CFW)

To provide additional geotechnical engineering services for the Fremont Middle School Reconstruction Project, in the amount of \$8,250.00, to be paid out of the General Fund.

C.23. Ratification of Agreement #24-90 – Aequor Healthcare Services LLC (DeGenna/Jefferson)

To provide a deaf and hard-of-hearing teacher to the Special Education Department, August 15, 2024 through June 30, 2025, in the amount not to exceed \$197,000.00, to be paid out of 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.24. Ratification of Agreement #24-99 – Epic Special Education Staffing (DeGenna/Jefferson)**
 To provide supplemental staffing to the Oxnard School District on an “as needed” basis, August 14, 2024 through June 30, 2025, in the amount not to exceed \$600,000.00, to be paid out of Special Education Funds.
- C.25. Ratification of Agreement #24-101 – Aspen University (Torres)**
 To complete a practicum/observation experience while continuing to serve OSD students, August 12, 2024 through December 01, 2025, at no cost to Oxnard School District.

Section D: ACTION ITEMS

D.1. Approval of SPSA's for 2024-2025 school year- School Plans for Student Achievement - 20 schools (Dr. Fox/Thomas)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of the School Plans for Student Achievement (SPSA's) for the 2024-2025 school year for 20 schools.

Motion #24-14 Approval of School Plans for Student Achievement (SPSA's) for the 2024-2025 School Year for 20 Schools

Mover: Brian Melanephy

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

D.2. Approval of Provisional Internship Permits in Special Education, Mild to Moderate Support Needs, for Joaquin Jimenez to Serve as a 6-8 grade Resource Specialist Teacher at Chavez School and for Alberto Cervantes to Serve as a 4-5 grade Resource Specialist Teacher at Chavez and Ramona Schools for the 2024/2025 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of Provisional Internship Permits in Special Education, Mild to Moderate Support Needs, for Joaquin Jimenez to serve as a 6-8 grade Resource Specialist Teacher at Chavez School and for Alberto Cervantes to serve as a 4-5 grade Resource Specialist Teacher at Chavez and Ramona Schools for the 2024/2025 school year.

Motion #24-15 Approval of Provisional Internship Permits in Special Education, Mild to Moderate Support Needs, for Joaquin Jimenez to Serve as a 6-8 grade Resource Specialist Teacher at Chavez School and for Alberto Cervantes to Serve as a 4-5 grade Resource Specialist Teacher at Chavez and Ramona Schools for the 2024/2025 School Year

Mover: MaryAnn Rodriguez

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

Seconder: Brian Melanephy

Moved To: Approve

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

D.3. Approval of Variable Term Waivers for Pupil Personnel Services Credentials in School Counseling for Nicolette Coppola and Hayley Prushansky to Serve as Behavior Specialists in the Special Education Department for the 2024/2025 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of Variable Term Waivers for Pupil Personnel Services Credentials in School Counseling for Nicolette Coppola and Hayley Prushansky to serve as Behavior Specialists in the Special Education Department for the 2024/2025 school year.

Motion #24-16 Approval of Variable Term Waivers for Pupil Personnel Services Credentials in School Counseling for Nicolette Coppola and Hayley Prushansky to Serve as Behavior Specialists in the Special Education Department for the 2024/2025 School Year

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

D.4. Ratification of Agreement # 24-106 With City of Oxnard Regarding Off Site Improvements for Rose Avenue Elementary School(Mitchell)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, recommended the Board's ratification of Agreement # 24-106 with the City of Oxnard regarding off site improvements for Rose Avenue Elementary School, to provide for the construction of the off-site portion of the improvements to allow the school site to connect to the water, sewer, storm water and other City operated systems. The Agreement also provides for certain sidewalk and street improvements to be constructed by the District. The City requires that the District provide certain insurance, bonding, warranties and other commitments in the amount not to exceed \$250,000 for the construction of the required improvements, permit fees and other related costs to be paid out of the Master Construct Funds.

Motion #24-17 Ratification of Agreement # 24-106 With City of Oxnard Regarding Off Site Improvements for Rose Avenue Elementary School

Mover: Brian Melanephy

Seconder: MaryAnn Rodriguez

Moved To: Ratify

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

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

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading - E 9270 Conflict of Interest (Mitchell)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented E 9270 Conflict of Interest for first reading. The revised policy will be presented for second reading and adoption at the September 4, 2024 Regular Board meeting.

Section G: CONCLUSION

G.1. Superintendent's Report (3 minutes)

Dr. Ana DeGenna

- 1st Day of School
- OSD Student Profile
- Child Nutrition Services Summer Feeding Program 2024
- OSD Welcome Back Event
- Orenda Keynote
- New Hires 2024-25 School Year

G.2. Trustees' Announcements (3 minutes each speaker)

MaryAnn Rodriguez

- appreciated Ritchen taking parents' input into consideration
- welcome to all new administrators
- enjoyed visiting schools on first day

Brian Melanephy

- enjoyed having principals present and hearing about SPSA's
- thank you to parents for their support
- appreciates principals
- impact of each person at schools on the students

Rose Gonzales

- thank you to Mr. Zaidi, his students, families and staff members that attended
- welcome to new administrators
- thank you to all for work on SPSA's
- attended Ramona's first day of school - wants to acknowledge their leadership, office staff, teachers and parents for their work that day
- thank you to families for everything they do to get their students to our schools

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

August 21, 2024

Monica Madrigal Lopez

- thank you to Ritche family
- thank you to Ms. Thomas and principals for work on SPSA's
- thank you to principals for their work in engaging families
- thank you to families for trusting us with their students
- thank you to everyone that keeps our schools running

G.3. ADJOURNMENT

Trustee Madrigal Lopez adjourned the meeting at 7:51 p.m.

Motion to adjourn

Mover: Brian Melanephy

Secunder: Rose Gonzales

Moved To: Adjourn

Ayes: 4 - Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

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

August 21, 2024

By our signature below, given on this 16th day of October, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of August 21, 2024, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
August 21, 2024

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

MINUTES REGULAR BOARD MEETING Wednesday, September 4, 2024

5:00 PM - Open Meeting

7:00 PM - Return to Regular Board Meeting

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Assistant Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:00 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, Monica Madrigal Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Santiago Rodriguez, 1st grade student in Ms. Cortez's class at Soria School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Shayne Casillas, 3rd grade student in Mr. Ramirez's class at Soria School, read the district's Mission and Vision Statement in English. Eliana Barrett, 3rd grade student in Mr. Ramirez's class at Soria School, read the district's Mission and Vision Statement in Spanish. Leilani Torres, 7th grade student in Mr. Hess's class at Soria School, and Elvis Rivas, 4th grade student in Ms. Mead's class at Soria School, read the Soria School Mission and Vision Statement.

A.4. Presentation by Soria School

Amanda Kemp, Principal, Soria School, provided a presentation about Soria.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #24-18 Adoption of Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

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

There were no comments.

A.7. Closed Session

The Board convened to closed session at 5:17 p.m. to consider the following items:

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

1. Pursuant to Section 54956.9 of Government Code:
 Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - Case #2023-CUOE015904
 - OAH Case #2024060245
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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

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

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

The Board reconvened to open session at 7:12 p.m.

A.9. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #24-19 Approval of Final Settlement Agreement - OAH Case #2024060245

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

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

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

Dr. Natalia Torres, Assistant Superintendent, Human Resources, conducted a public hearing to recommend that the Board authorize the district to enter into contract negotiations with OEA for the 2024-25 school year and any additional years, as may be mutually agreed by the parties. Stacie Thurman, OEA President, commented that OEA looks forward to another productive year of negotiations.

Motion #24-20 Authorization for the District to Enter into Contract Negotiations with OEA for the 2024-25 School Year and any Additional Years, as May be Mutually Agreed by the Parties

Mover: Brian Melanephy

Seconder: Monica Madrigal Lopez

Moved To: Authorize

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #24-21 Approval of Consent Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

C.1. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson)

For Brenda Aparicio and Alexander Ford, Speech-Language Pathologists, to attend the American Speech-Language-Hearing Association's (ASHA) 2024 Annual Convention, December 5-7, 2024 in Seattle, WA, in the amount not to exceed \$3,000.00, to be paid from OSSA Funds.

C.2. Setting of Date for Public Hearing - Appointment of Personnel Commissioner (DeGenna/Torres/Fuentes)

As presented.

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

September 4, 2024

C.3. Personnel Actions (Torres/Fuentes)

As presented.

C.4. Establishment, Increase of Hours and Abolishment of Positions (Torres/Fuentes)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.5. Approval of Agreement #24-107 – Big Brothers Big Sisters of Ventura County (Fox/Nocero)

To provide focused support and mentorship to students dealing with truancy issues, September 5, 2024 – June 30, 2025, in the amount of \$60,000.00, to be paid from California Learning Communities for School Success Program (LCSSP) Funds.

C.6. Approval of Agreement #24-108 – Center for Safe & Resilient Schools and Workplaces (Fox/Nocero)

To provide in-person and online training for the Mental Health Clinician team that covers Cognitive Behavioral Intervention for Trauma in Schools, the Racial Trauma Module, and the Bounce Back intervention program, September 25, 2024 through June 30, 2025, in the amount not to exceed \$49,100.00, to be paid out of Mental Health Service Professional Demonstration Grant (MHSPD) Funds.

C.7. Approval of Agreement #24-110 – Conflict Resolution Institute (Torres)

To provide the district with mediation and conflict resolution services, September 5, 2024 through June 30, 2025, in the amount not to exceed \$30,000.00, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS

C.8. Ratification of Amendment #2 to Agreement #23-01 - Ventura County Office of Education SELPA (DeGenna/Jefferson)

To close out Orientation and Mobility specialist services for identified special education and general education students for the 2023-2024 fiscal year, in the amount of \$5,437.50, to be paid out of Special Education Funds.

C.9. Ratification of Amendment #2 to Agreement #23-02 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

To close out Physical Therapy Specialist services for the 2023-2024 fiscal year, in the amount of \$19,572.00, to be paid out of Special Education Funds.

C.10. Ratification of Agreement #24-109 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

For Special Circumstances Paraeducator Services (SCP's) for students JM111710, EG061410, JM111710, MA102113, BA072912, AP092219, AC080310, LJ071616, VC120515, JB080313, MP111618, JJ122309, JV120313, SR112811, IH081410, JJ122309, AB050912 and EA061212 during the 2023-2024 and 2024-2025 school years, including Extended School Year, in the amount of \$692,700.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

D.1. Approval of Bilingual Cross-Cultural Language in Academic Development ("BCLAD") Waiver for Brihana Romero for the 2024-2025 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Bilingual Cross-Cultural Language in Academic Development ("BCLAD") waiver for Brihana Romero to serve as a Dual Language Instruction (DLI) teacher for the 2024-2025 school year.

Motion #24-22 Approval of Bilingual Cross-Cultural Language in Academic Development ("BCLAD") Waiver for Brihana Romero to serve as a Dual Language Instruction (DLI) Teacher for the 2024-2025 School Year

Mover: Rose Gonzales

Seconder: Brian Melanephy

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

D.2. Approval of Speech Language Pathologist Permit Waiver for Rosie Lopez to serve as a Speech Therapist at San Miguel School for the 2024-2025 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Speech Language Pathologist permit waiver for Rosie Lopez to serve as a Speech Therapist at San Miguel School for the 2024-2025 School Year.

Motion #24-23 Approval of Speech Language Pathologist Permit Waiver for Rosie Lopez to serve as a Speech Therapist at San Miguel School for the 2024-2025 School Year

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

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

Section F: BOARD POLICIES

F.1. Second Reading and Adoption - E 9270 Conflict of Interest (Mitchell)

Valerie Mitchell, Assistant Superintendent, presented revisions to E 9270 Conflict of Interest for Second Reading and Adoption.

Motion #24-24 Adoption of Revisions to E 9270 Conflict of Interest

Mover: Brian Melanephy

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section G: CONCLUSION

G.1. Superintendent's Report (3 minutes)

Dr. Ana DeGenna

- OSD Student Profile
- Family and Community Engagement Advisory Group Meeting
- Speed of Trust Training with Bargaining Unit Leadership
- Fire Drill/Presentation by Oxnard FD
- Family Resource Fair
- Continuing from last year - Shining Star Recognition Program, Superintendent's Book Club
- Superintendent's Teacher Advisory Committee
- Georgia School Shooting

G.2. Trustees' Announcements (3 minutes each speaker)

MaryAnn Rodriguez

- enjoyed attending Family Resource Fair
- thank you to Soria family for attending today

Monica Madrigal Lopez

- thank you to everyone; looking forward to back to school nights

Brian Melanephy

- enjoyed attending Family Resource Fair

Rose Gonzales

- thank you to Soria students, families and staff
- enjoyed attending Family Resource Fair

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

- thank you to all families for their work in getting students to school

Veronica Robles-Solis

- thank you to staff for putting on the Family Resource Fair for families - hopes we can have another one
- does the district still provide wi-fi for students?
- looking forward to attending Back to School Nights

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 7:41 p.m.

Motion to adjourn

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

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

September 4, 2024

By our signature below, given on this 16th day of October, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of September 4, 2024, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
September 4, 2024

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

MINUTES

REGULAR BOARD MEETING Wednesday, September 18, 2024

5:00 PM - Open Meeting

5:30 PM - Study Session

7:00 PM - Return to Regular Board Meeting

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Associate Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:01 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, Monica Madrigal Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Aubree Leon, 5th grade student at Elm School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Jovanny Cortez, 5th grade at Elm School, read the district's Mission and Vision Statement in English and Spanish.

A.4. Presentation by Elm School

Christina Fernandez, Principal, Elm School, provided a presentation about Elm.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #24-25 Adoption of Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

A.6. Study Session - Oxnard School District 2023/24 Unaudited Actual Financial Report (Mitchell/Núñez)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, and Patricia Núñez, Director of Fiscal Services, provided a presentation regarding the 2023-2024 fiscal year expenditures and Unaudited Actuals. The item was presented for the Board's consideration during the Consent portion of the meeting.

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

There were no comments.

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

A.8. Closed Session

The Board convened to closed session at 5:39 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- Case #2023-CUOE015904
- OAH Case #2024050778
- OAH Case #2024070049

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

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

3. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:

Consider the Request to Expel Student

- Case No. 24-01 (Action Item)

4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release

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

The Board reconvened to open session at 7:00 p.m.

A.10. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #24-26 Approval of Final Settlement Agreement OAH Case #2024050778

Mover: Brian Melanephy

Secunder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales,

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

MaryAnn Rodriguez
Motion Result: Passed

Motion #24-27 Approval of Final Settlement Agreement OAH Case #2024070049
Mover: MaryAnn Rodriguez
Seconder: Monica Madrigal Lopez
Moved To: Approve
Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales,
MaryAnn Rodriguez
Motion Result: Passed

Motion #24-28 Approval of Request to Expel Student Case No. 24-01
Mover: Brian Melanephy
Seconder: MaryAnn Rodriguez
Moved To: Approve
Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales,
MaryAnn Rodriguez
Motion Result: Passed

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

The newly appointed Oxnard School District administrators were introduced to the Board of Trustees:

- Jena Flores, Manager, Special Programs
- Kirsten Walker, Manager, Special Education

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #24-29 Approval of Consent Agenda as Presented
Mover: Monica Madrigal Lopez
Seconder: Rose Gonzales
Moved To: Approve
Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales,
MaryAnn Rodriguez
Motion Result: Passed

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

C.1. Acceptance of Gifts (DeGenna)

From the D.L. Fresh Foundation, in the amount of \$10,000.00, to be used to provide after school support, enrichment opportunities, and supplies for the Lost Boyz and Bellez Club at Frank Academy.

C.2. Enrollment Report (Mitchell)

As presented.

C.3. Acceptance of the Oxnard School District 2023/24 Unaudited Actual Financial Report (Mitchell/Núñez)

As presented.

C.4. Approval of Resolution #24-05: Adoption of Appropriations Limit Calculation (GANN) for 2023/24 and 2024/25 (Mitchell/Núñez)

As presented.

C.5. Purchase Order/Draft Payment Report #24-02 (Mitchell/Reyes)

As presented.

C.6. Increase of Hours and Abolishment of Positions (Torres/Fuentes)

As presented.

C.7. Personnel Actions (Torres/Fuentes)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.8. Approval of Agreement/MOU #24-111 – Oxnard Adult School, Oxnard Union High School District (Fox/Ruvalcaba)

To provide Parent/Guardian English as a Second Language (ESL) and Conversational Spanish classes, September 20, 2024 through June 30, 2025, in the amount of \$10,000.00 for materials & supplies, to be paid out of Title III Funds.

C.9. Approval of Agreement #24-114 – Woodman Ink (Fox/Shea)

To provide communication services to share updates with the OSD community, September 19, 2024 through June 30, 2025, in the amount of \$34,500.00, to be paid out of Supplemental Concentration Funds.

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

C.10. Approval of Construction Services Agreement #24-115 with Edwards Construction Group for the Ritche Elementary School Modernization Project (Mitchell/CFW)

To provide the Pre-Construction Services portion of the Construction Services Agreement for the Ritche Elementary School Modernization Project, September 19, 2024 through January 31, 2025, in the amount of \$39,500.00, to be paid out of Master Construct and Implementation Program funds.

C.11. Approval of Agreement #24-116 – Anti Defamation League (Fox/Nocero)

To provide "A World of Difference" Institute Training Program on leadership skills to challenge prejudice and discrimination for Oxnard School District staff, September 19 & 23, 2024, in the amount of \$2,000.00, to be paid out of Supplemental Concentration Funds.

Section C: RATIFICATION OF AGREEMENTS

C.12. Ratification of Allocations of Contract Contingency #17 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)

To ratify the Allocation #17 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. The contingency fund began with a fund balance of \$797,667.00 and there have been allocations totaling \$637,052.99, leaving a fund balance of \$160,614.01.

C.13. Ratification of Amendment #01 to Agreement #23-99 with Universal Engineering Sciences to Provide Additional Laboratory of Record Services for the Driffill PS/TK/K Project at Driffill Elementary School (Mitchell/Miller/CFW)

To provide additional Laboratory of Record services for the Driffill PS/TK/K Project, in the amount of \$45,000.00, to be funded by the Master Construct and Implementation Fund.

C.14. Ratification of Amendment #01 to Agreement #23-195 with Universal Engineering Sciences to Provide Additional Geotechnical Engineering Services for the Marina West PS/TK/K Project at Marina West Elementary School (Mitchell/Miller/CFW)

To provide additional geotechnical engineering services for the Marina West Elementary School PS/TK/K Project, in the amount of \$7,300.00, to be funded by the Master Construct and Implementation Fund.

C.15. Ratification of Agreement #24-112 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

To provide Home/Hospital Instructional Teaching Services to the Special Education Department, July 1, 2024 through June 30, 2025, in the amount of \$30,000.00, to be paid out of

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

Special Education Funds.

C.16. Ratification of Agreement/MOU #24-113 - Aspiranet (DeGenna/Jefferson)

To provide Special Education Home and School-Based Mental Health Services on an as-needed basis per IEP's, July 1, 2024 through June 30, 2025, in the amount of \$1,000,000.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

D.1. Approval of Speech Language Pathologist Permit Waiver for Melani Ramirez to serve as a Speech Therapist at Lemonwood School for the 2024-2025 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Speech Language Pathologist Permit waiver for Melani Ramirez to serve as a Speech Therapist at Lemonwood School for the 2024-2025 School Year.

Motion #24-30 Approval of Speech Language Pathologist Permit Waiver for Melani Ramirez to serve as a Speech Therapist at Lemonwood School for the 2024-2025 School Year

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

D.2. Consider Approval of Compensation Increase and Contract Amendments for Members of the Superintendent's Cabinet (Robles-Solis/DeGenna)

The compensation increase and contract amendments for members of the Superintendent's Cabinet were presented for the Board's consideration.

Motion #24-31 Approval of Compensation Increase and Contract Amendments for Members of the Superintendent's Cabinet

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the June 5, 2024 Regular Meeting, as presented.

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

Motion #24-32 Approval of Minutes - June 5, 2024 Regular Meeting

Mover: Brian Melanephy

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Motion Result: Passed

Section G: CONCLUSION

G.1. Superintendent's Report (3 minutes)

Ana DeGenna

- Back to School Nights
- 9/11 Ceremony at Frank
- OSD Student Profile
- WeTip
- Thank you to Oxnard PD
- September Observances

G.2. Trustees' Announcements (3 minutes each speaker)

MaryAnn Rodriguez

- thank you to Elm for their presentation and for including a parent
- attended Back to School night at Soria

Monica Madrigal Lopez

- thank you to Elm principal for allowing parent and counselor to speak
- attended Frank, Chavez and Rose Avenue Back to School Nights - thank you to Principal Anguiano for accompanying
- acknowledged district for taking action during earthquake
- acknowledged district for messaging last night re: social media threats
- thank you to Frank for continuing to recognize 9/11

Brian Melanephy

- back to School nights were amazing
- attended 9/11 ceremony at Frank - powerful event

Rose Gonzales

- thank you to Elm
- attended Back to School Nights at Fremont, San Miguel, Driffill, Rose Avenue, Curren and Ramona
- attended 9/11 ceremony at Frank

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

- thank you to families for trusting us with your students

Veronica Robles-Solis

- thank you to Elm - enjoys seeing parents involved at schools

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 7:28 p.m.

Motion to adjourn

Mover: Rose Gonzales

Seconder: Brian Melanephy

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales,
MaryAnn Rodriguez

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 16th day of October, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of September 18, 2024, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
September 18, 2024

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 16, 2024

Agenda Section: Section G: Conclusion

Superintendent's Report (3 minutes)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 16, 2024

Agenda Section: Section G: Conclusion

Trustees' Announcements (3 minutes each speaker)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 16, 2024

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, October 11, 2024.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A