### OXNARD SCHOOL DISTRICT

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



#### **BOARD OF TRUSTEES**

Mrs. Debra M. Cordes, President Mr. Ernest "Mo" Morrison, Clerk Mr. Denis O'Leary, Member Mrs. Veronica Robles-Solis, Member Ms. Monica Madrigal Lopez, Member

#### **ADMINISTRATION**

**Dr. Cesar Morales** District Superintendent Mrs. Janet C. Penanhoat Assistant Superintendent. **Business & Fiscal Services** Dr. Jesus Vaca Assistant Superintendent, Human Resources & Support Services Ms. Robin I. Freeman Assistant Superintendent,

**Educational Services** 

#### **AGENDA #16** REGULAR BOARD MEETING

Wednesday, May 16, 2018 5:00 p.m. – Study Sessions **Closed Session to Follow** 7:00 PM - Regular Board Meeting

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

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

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

www.oxnardsd.org

OPIE TV - Charter Spectrum Channel 20 & Frontier Communications - Channel 37

Preliminary May 16, 2018

#### 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:** Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_, O'Leary \_\_\_\_, Morrison \_\_\_\_, Cordes \_\_\_ A.2 Pledge of Allegiance to the Flag Ms. Wendy Garner, Principal at McKinna School of Multimedia, will introduce Aldo Leon, 5<sup>th</sup> grader in Ms. Christina Velarde's class, and Juan Solache, 5<sup>th</sup> grader in Mr. Richard Raddas' class will lead the audience in the Pledge of Allegiance. A.3 District's Vision and Mission Statements The District's Vision and Mission Statements will be read in English by Alyssa Arzola, 5th grader in Mr. Richard Raddas' class, and read in Spanish by Estefania Hernandez, 5th grader in Ms. Christina Velarde's class.

Ms. Wendy Garner will provide a short presentation to the Board regarding McKinna School of Multimedia. Following the presentation President Cordes will present a

A.4 Presentation by McKinna School of Multimedia

token of appreciation to the students that participated in the Board Meeting.

#### Recognition of Winners of "Honoring our Latino Heroes - Cesar Chavez" Writing and Art Competition (Dr. Morales/Dr. Batista)

Soria, Grade 3

The Board of Trustees will recognize winners of the 2nd Annual Oxnard School District "Cesar Chavez- Honoring our Latino Heroes" Writing and Art competition and awards dinner on April 19, 2018.

WR	TT	TN	C
WIN	11	117	U

➤ First Place

		Sofia Padilla	Elm, Grade 4
		Bonny Vazquez	Frank, Grade 7
	Second Place	Cristina Silvestre	Elm, Grade 3
		Kyara Ragan	Soria, Grade 5
		Syenna Ragan	Soria, Grade 6
	Third Place	Jonathan Mendoza	Brekke, Grade 3
		Lorelei Garcia	McAuliffe, Grade 4
		Tatiana Zaragosa	Frank, Grade 7
<u>ART</u>			
	First Place	Melanie Pascual	Lemonwood, Grade 1
		Yoram Solis	Lemonwood, Grade 2
		April Guzman	McKinna, Grade 2
		Leilah Orrante	Driffill, Grade 5
		Ariana Guandique	Frank, Grade 8
	Second Place	Fernando Martinez Hernandez Jr.	Lemonwood, Grade 1
		Evan Huizar	Soria, Grade 2
		Kamila Solis	Soria, Grade 4
		Camila Garcia	Soria, Grade 4
		Citlali Diaz	Haydock, Grade 8
	Third Place	William Rodriguez	Lemonwood, Grade 1
		Jaidani Ortiz	Ritchen, Grade 2
		Richard Gallegos	Driffill, Grade 5
		Leslie Flores	McKinna, Grade 5
		Karina Guido	Haydock, Grade 7

Mila Blue Hernandez

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

Preliminary May 16, 2018

### Section A PRELIMINARY

(continued)

A.6 Adoption of Agenda (Superintendent)	Mayadı
	Moved: Seconded:
ROLL CALL VOTE:	Vote:
Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Cordes	
A.7 Study Session: Community Eligibility Provision (CEP) (Penanhoat/Lugotoff)	
The Board will receive a presentation on Community Eligibility Provision (CEP). non-pricing meal service option that allows schools and districts in low-income a breakfast and lunch at no cost to all enrolled students without collecting household Schools that adopt CEP are reimbursed using a formula based on the percentage categorically eligible for free meals based on their participation in other specific programs.	applications. e of students
A.8 Closed Session – Public Participation/Comment (Limit three minutes per person per topic)  Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a "Speaker Request Form" and submitting the form to the Assistant Superintendent of Human Resources and Support Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.  The Board will now convene in closed session to consider the items listed under Closed Session.	Session.
A.9 Closed Session  1. Pursuant to Section 54956.9 of Government Code:	
<ul> <li>Conference with Legal Counsel – Anticipated Litigation: 1 case</li> <li>Conference with Legal Counsel – Existing Litigations:</li> <li>Legal Fees for D. Davey – OAH No. 2017050038</li> <li>J.R. et. v. Oxnard School District et al. Central District No. CV-04304-</li> </ul>	JAK-FFM
2. Pursuant to Section 48916 of the <i>Education Code</i> the Board will consider student including:	t matters
Consider the Request to Readmit Expelled Student(s): Case No. 16-20 (Action Item)	
<ul> <li>Pursuant to Sections 54957.6 and 3549.1 of the Government Code:</li> <li>Conference with Labor Negotiator:         <ul> <li>Agency Negotiators: OSD Assistant Superintendent, Human Resources &amp; Services, and Garcia Hernández &amp; Sawhney, LLP</li> <li>Association(s): OEA, OSSA, CSEA; and All Unrepresented Personnel – A Classified Management, Confidential</li> </ul> </li> </ul>	• •

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

Preliminary May 16, 2018

#### Section A PRELIMINARY

(continued)

Closed	Session (	(continued)	):

- 4. Pursuant to Section 54956.8 of the Government Code:
  - Conference with Real Property Negotiators (for acquisition of new school site):

Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Ave.

Agency Superintendent/Assistant Superintendent, Business & Fiscal Services/
Negotiators: Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.

Negotiating

Parties: Dennis Hardgrave on behalf of the property owners

Under

Negotiations: Instruction to agency negotiator on price and terms.

- 5. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Reassignment:
    - a. Appointment Recommendation: Assistant Superintendent, Educational Services

#### A.10 Reconvene to Open Session

7:00 PM

#### A.11 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:

	nsider the Request to Readmit Expelled Student(s) (Section 48916 of the <i>Education Code</i> ): se No. 16-20 (Action Item)
	otion:, Second:
	OLL CALL VOTE: adrigal Lopez, Robles-Solis, O'Leary, Morrison, Cordes
A.12	Recognition of Oxnard School District's Million Word Readers – Frank School (Freeman/Curtis)
	e Board of Trustees will recognize Oxnard School District students who have read One Million ords.
<b>A.1</b> 3	Recognition of Students: Oxnard School District's Pathway to Biliteracy Awards (Freeman/DeGenna)

In an effort to support the Oxnard School District students towards achieving the Seal of Biliteracy, OSD has established a Pathaway Towards Biliteracy Award. The Board of Trustees will recognize Oxnard School District students in 5<sup>th</sup> and 8<sup>th</sup> grade who have met the established criteria demonstrating progress towards biliteracy. It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Dual Language Immersion that the Board of Trustees accept this item as presented.

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

Preliminary May 16, 2018

#### Section A PRELIMINARY

(continued)

A.14	Culminating Project-Based Learning Project Presentation from R.J. Frank Academy of
	Marine Science and Engineering Students (Dr. Morales)

Students from Ms. Storey's 8th grade Language Arts class have requested the opportunity to present to the Board of Education to present their findings of a yearlong project.

### A.15 Recognition of Students – Ventura County Third Annual Spanish Spelling Bee Participants (Freeman/DeGenna)

The Board of Trustees will recognize Oxnard School District students who participated and placed in the Ventura County Third Annual Spanish Spelling Bee.

### A.16 Adoption and Presentation of Resolution #17-41 in Recognition of "Better Hearing and Speech Month" May 2018 (Freeman/Sugden)

The Board of Trustees will adopt and present Resolution #17-41, recognizing the month of May 2018 as "Better Hearing and Speech Month."

Motion:	, Second:				
ROLL CALL VO	TE:				
Madrigal Lopez	. Robles-Solis	. O'Learv	. Morrison	. Cordes	

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

Preliminary May 16, 2018

### Section B PUBLIC COMMENT/HEARINGS

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

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

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

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

### B.2 Conduct Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2018-2019 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate the items listed below:

- Article 8 Student Ratio
- Article 9 Evaluations
- Article 11 Leave Provisions
- Article 16 Salaries
- Article 18 Fringe Benefits
- Article 22 Term

Following this public hearing, it is the recommendation of the Assistant Superintendent of Human Resources & Support Services that the Board of Trustees authorize the District to enter into contract negotiations for the 2018-19 school year and any additional years as may be mutually agreed upon by the parties.

Motion:	, Second:			
ROLL CALL VOT	<b>E:</b>			
Madrigal Lonez	Robles-Solis	O'I gary	Morrison	Cordes

#### Section C CONSENT AGENDA

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

Notes: Moved: Seconded:

### ROLL CALL VOTE: Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_, O'Leary \_\_\_\_, Morrison \_\_\_\_, Cordes \_\_\_\_

#### C.1 Agreements

It is recommended that the Board approve the following agreements:

#### Dept/School

#### **Academic:**

Approval of Agreement/MOU #18-06 with Ventura County Office of Education – Math Program, VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff; amount not to exceed \$21,800.00, to be paid with ASES Grant Funds.

Thomas

Freeman/

Approval of Agreement/MOU #18-09 with Child Development Resources of Ventura County Inc. – Facilities Use for Mary Crawford Head Start at Harrington ECDC. Agreement/MOU establishes the terms for the use of preschool classrooms for the Mary Crawford Head Start Program at the Harrington Early Childhood Development Center; from August 1, 2018 to June 30, 2023; no fiscal impact- \$1.00 per year will be paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

Freeman/ Thomas

Approval of Agreement/MOU #18-10 with Community Action Partnership of San Luis Obispo County, Inc. – Facilities Use for Buena Ventura Migrant & Seasonal Head Start at Harrington ECDC. Agreement/MOU establishes the terms for the use of preschool classrooms for the Buena Ventura Migrant & Seasonal Head Start Program at the Harrington Early Childhood Development Center, from July 1, 2018 to June 30, 2023; no fiscal impact-\$1.00 per year will be paid to Oxnard School District by Community Action Partnership of San Luis Obispo County, Inc. Freeman/ Thomas

#### **Enrichment:**

#17-305 with Mad Science of Los Angeles, to provide 5<sup>th</sup> grade students with fun, educational Mad Science Workshops focused on Science and Engineering practice at Ritchen School; amount not to exceed \$1,140.00, to be paid with PTA and LCFF Specific funds.

Freeman/ Santamaria

#18-08 with Art Trek Inc., to provide lessons, materials, coaching, and activities for students participating in the ASES program during the 2018-19 school year; amount not to exceed \$28,000, to be paid from the Unrestricted General Fund.

Freeman/ Thomas

#### **Facilities:**

Field Contract #FC-P18-04565 with Precision Plumbing-Mechanical, for removal and replacement of existing grease interceptor in the kitchen at Ritchen School, pursuant to the Uniform Public Construction Cost Accounting Act; amount not to exceed \$16,269.00, to be paid with Deferred Maintenance – ongoing maintenance funds. Penanhoat/ Fateh

#### Section C CONSENT AGENDA

(continued)

C.2 Ratification of Agreements	
It is recommended that the Board ratify the following agreements:	Dept/School
Special Education:	-

#17-295 with Casa Pacifica School, requesting ratification for Non-Public School services for Student IH081410, for the 2017-2018 school year, including extended school year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan, as specified in the individual service agreement, amount not to exceed \$15,138.00, to be paid with Special Education Funds.

Freeman/ Sugden

### C.3 Approval of Work Authorization Letter #6 ("WAL #6") for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental Support Services for the Brekke, McAuliffe and Ritchen Kindergarten Flex Projects

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #6 to Agreement #13-131 with Rincon Consultants Inc. to provide environmental support services for the Brekke, McAuliffe and Ritchen Kindergarten Flex Projects; amount not to exceed \$15,000.00, to be paid from the Master Construct and Implementation Funds.

Dept/School Penanhoat/ Fateh/ CFW

### C.4 Approval of Work Authorization Letter #7 to NV5 West Inc., for Geotechnical Engineering Services for the Seabridge K-5 School Project

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approves WAL #7 for Master Agreement #13-154 with NV5 West Inc.; amount not to exceed \$7,200.00, to be paid from the Master Construct and Implementation Funds.

Dept/School Penanhoat/ Fateh/ CFW

### C.5 Approval of Amendment #006 to Agreement #12-240 with Dougherty & Dougherty to Provide Additional Architectural Services for the Harrington ECDC Project

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 #006 to Agreement #12-240 with Dougherty for the Harrington ECDC Project for additional architectural and engineering services; amount not to exceed \$3,600.00, to be paid from the Master Construct and Implementation Funds.

Dept/School Penanhoat/ Fateh/ CFW

#### C.6 Purchase Order/Draft Payment Report #17-07

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 #17-07 as submitted.

Dept/School Penanhoat/ Franz

#### C.7 Setting of Date for Public Hearing – Oxnard School District 2018-19 Adopted Budget

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees set the date of Wednesday, June 6, 2018 for a public hearing on the Oxnard School District 2018-19 Adopted Budget.

Dept/School Penanhoat/ Crandall Plasencia

#### **CONSENT AGENDA**

(continued)

C.8 Setting of Date for Public Hearing – Oxnard School District 2018-19 Loca Accountability Plan	l Control
It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees set the date of Wednesday, June 6, 2018 for a public hearing on the Oxnard School District 2018-19 Local Control Accountability Plan (LCAP).	Dept/School Freeman
C.9 Enrollment Reports	
Attached for the Board's information is the district's enrollment report for the months of March and April 2018. Information only.	Dept/School Penanhoat
C.10 Approval – Use of Amplify Supplemental NGSS Instructional Material	
All students are inspired to read, write and argue like scientists to gain a better understanding of the world, as they gain skills needed to master the Next Generation Science Standards. The Amplify Science core curriculum instructional materials is recommended for use in the middle school classrooms as supplemental materials. It is the recommendation of the Assistant Superintendent, Educational Services and the Director of MSAP that the Board of Trustees approve this item as presented.	Dept/School Freeman/ West
C.11 Setting of Date for Public Hearing – Sunshine of the Oxnard Educators As ("OEA") and the Oxnard School District's (District) Initial Proposals for 2 Negotiations, Pursuant to Government Code Section 3547	
It is the recommendation of the Assistant Superintendent of Human Resources that the Board schedule June 6, 2018 for the public hearing for OEA and the District's proposals.	Dept/School Vaca
C.12 2017-2018 3rd Quarter Williams VCOE Activity Report	
It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Risk Manager that the Board of Trustees review and accept the 2017-2018 3rd Quarter Williams VCOE Activity Report, as presented.	Dept/School Vaca/ Magaña
C.13 Establish/Abolish/Increase/Reduce Hours of Positions	
It is the recommendation of the Interim Director, Classified Human Resources, that the Board of Trustees approve the establishment, abolishment and increase of the positions as presented.	Dept/School Bailey
C.14 Personnel Actions	
It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Interim Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.	Dept/School Vaca/ Bailey

### Section D ACTION ITEMS

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

D.1 Presentation and Approval of Agreement #18-05 – City of Oxnard/Oxnar SRO Services - Cost Sharing 2018-2019 (Morales/Penanhoat)	d Police Department
It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #18-05 with the City of Oxnard/Oxnard Police Department, in the amount not to exceed \$405,300.00, to be paid with School Safety Funds.	Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:
ROLL CALL VOTE:  Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Corde	es
D.2 Approval of Implementation of the PARS Supplementary Retirement Pla Analysis of Savings Calculation (Penanhoat)	an Contingent Upon
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees review the analysis of proposed resignations and approve the implementation of the PARS Supplementary Retirement Plan. Anticipated savings to the General Fund of \$1.3 million.	Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:
<ul> <li>Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Corde</li> <li>D.3 Consideration and Approval of Resolution #17-43 Ordering a Regula Member Election, Ordering Consolidation with Other Elections, "Specification of the Elections, and Constituting "Specification of the Elections held on November 6, 2018 (Dr. Morales)</li> </ul>	ur Governing Board and Constituting
Pursuant to Election Code Section 1302(b) and Education Code Section 5340, a consolidated election is required to be held for Governing Board Members whose terms expire on the first Friday in December 2018. The County Superintendent of Schools' has adopted Resolution No. 18-01 which consolidates your Governing Board Member Election with all other elections held in the district on November 6, 2018. It is recommended that the Board of Trustees consider and adopt Resolution #17-43 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Elections, and Constituting "Specification of the Election Order" to be held on November 6, 2018.	Public Comment:     Presentation:     Moved:     Seconded:     Board Discussion:     Vote:
ROLL CALL VOTE: Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Corde	es

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

Action Items May 16, 2018

### Section D ACTION ITEMS

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

D.4 Approval of Change Order No. 011 to Construction Services Agre Swinerton Builders to Adjust Costs for the Lemonwood K-8 Sc	
(Penanhoat/Fateh/CFW)	nooi Reconstruction
It is the recommendation of the Assistant Superintendent, Business & Fiscal	Public Comment:
Services, and the Director of Facilities, in conjunction with Caldwell Flores	Presentation:
Winters, Inc., that the Board of Trustees approve Change Order No. 011 to	Moved:
Construction Services Agreement #15-198 with Swinerton Builders to provide	Seconded:
Construction Services related to the Lemonwood Elementary School	Board Discussion:
Reconstruction Project, amount not to exceed \$358,192.79, to be paid from the	Vote:
Master Construct and Implementation Funds.	
ROLL CALL VOTE:	
Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Cord	les
D.5 Approval of the Oxnard School District and Oxnard Educators Associate	ion ("OF 1") 2017-18
Collective Bargaining Agreement (Vaca)	ion ( OLA ) 2017-10
It is the recommendation of the Assistant Superintendent, Human Resources	Public Comment:
that the Board of Trustees adopt the 2017-2018 Collective Bargaining	Presentation:
Agreement between the Oxnard School District and the Oxnard Educators	Moved:
Association (OEA), as presented, amount not to exceed \$734,880, to be paid	Seconded:
from the General Fund.	<b>Board Discussion:</b>
	Vote:
ROLL CALL VOTE:	
Madrigal Lopez, Robles-Solis , O'Leary , Morrison , Cord	les

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

Action Items May 16, 2018

### Section E APPROVAL OF MINUTES

No minutes will be approved at this meeting.

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

Minutes May 16, 2018

#### Section F BOARD POLICIES

(These are presented for discussion or study. Action may be taken at the discretion of the Board.)

#### F.1 Second Reading of Board Policies, Regulations and Bylaws

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

Revision BP & AR 5145.7	Students SEXUAL HARASSMENT	Vaca
Revision BP 0410	Philosophy, Goals, Objectives, and Comprehensive Plans NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES	Vaca
Revision BP and AR 1312.3	Community Relations UNIFORM COMPLAINT PROCEDURES	Vaca
Revision BP 6162.5	Instruction STUDENT ASSESSMENT	Freeman

Motion:	, Second:				
ROLL CALL VO	TE:				
Madrigal Lopez	. Robles-Solis	. O'Leary	. Morrison	. Cordes	

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

Board Policies May 16, 2018

#### Section G CONCLUSION

G.1 Superintendent's Announcements (3 minutes)	
A brief report will be presented concerning noteworthy activities of o	district Notes:
staff, matters of general interest to the Board, and pertinent and timel	y state
and federal legislation.	•
C. 2. Trustees! Assume the second second	
G.2 Trustees' Announcements (3 minutes each speaker)	
The trustees' report is provided for the purpose of making announce	-
providing conference and visitation summaries, coordinating m	•
dates, identifying board representation on committees, and providing	g other
information of general interest.	
G.3 ADJOURNMENT	
0.0 11200 014 (1/22) 1	Moved
	Seconded
	Vote
	7 010
ROLL CALL VOTE:	
Madrigal Lonez Robles-Solis O'Leary Morriso	on Cordes

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

Conclusion May 16, 2018



#### Vision:

Empowering All Children to Achieve Excellence

#### Mission:

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



#### Visión:

Capacitar a cada alumno para que logre la excelencia académica

#### Misión:

Asegurar una educación culturalmente diversa para todo el alumnado en un ambiente seguro, saludable y propicio que les prepare para la Universidad y el acceso a oportunidades para desarrollar una carrera profesional.

Name	of Contributor: Dr.	Cesar Morales	Date of Meeting: 5/16/18
A-1. A-11. B. C.	Study Session: Closed Session: Preliminary Reports Hearings: Consent Agenda		
D.	Action Items	1 defines	
F.		ading 2 <sup>nd</sup> Reading	
1.	Doard Folicies F Rea	ading 2 Reading	-
Recog	nition of Winners of	Cesar Chavez Contest (Morales/I	Batista)
		ecognize winners of the 2 <sup>nd</sup> Annual "Writing and Art competition and	Oxnard School District "Cesar Chavez-awards dinner on April 19, 2018.
Writin	g		
	First Place	Mila Blue Hernandez	Soria, Grade 3
		Sofia Padilla	Elm, Grade 4
		Bonny Vazquez	Frank, Grade 7
>	Second Place	Cristina Silvestre	Elm, Grade 3
		Kyara Ragan	Soria, Grade 5
		Syenna Ragan	Soria, Grade 6
>	Third Place	Jonathan Mendoza	Brekke, Grade 3
		Lorelei Garcia	McAuliffe, Grade 4
		Tatiana Zaragosa	Frank, Grade 7
<u>Art</u>	D. D.	M.L. D. L	10.14
	First Place	Melanie Pascual	Lemonwood, Grade 1
		Yoram Solis	Lemonwood, Grade 2
		April Guzman	McKinna, Grade 2
		Leilah Orrante	Driffill, Grade 5
	C I Dl	Ariana Guandique	Frank, Grade 8
>	Second Place	Fernando Martinez Hernandez Jr.	Lemonwood, Grade 1
		Evan Huizar Kamila Solis	Soria, Grade 2
		Camila Garcia	Soria, Grade 4
		Citlali Diaz	Soria, Grade 4
<i>D</i>	Third Place		Haydock, Grade 8
	I IIII u Flace	William Rodriguez Jaidani Ortiz	Lemonwood, Grade 1 Ritchen, Grade 2
		•	•
		Richard Gallegos Leslie Flores	Driffill, Grade 5
		Karina Guido	McKinna, Grade 5
		Natilia Uuluu	Haydock, Grade 7

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent, and the Director of English Learner Services that the Board of Trustees approve this item as presented.

#### **ADDITIONAL MATERIAL:**

**Attached:** None

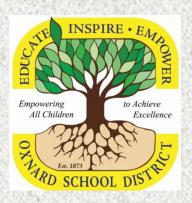
#### **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat	Date of Meeting: May 16, 2018
STUDY SESSION  CLOSED SESSION  SECTION A-1: PRELIMINARY  SECTION A-II: REPORTS  SECTION B: HEARINGS	<u></u>
SECTION C: CONSENT AGENDA	Agreement Category: Academic
	Enrichment
	Special Education Support Services
	Personnel Legal
OFOTION D. AOTION	Facilities
SECTION D: ACTION SECTION F: BOARD POLICIES 1 <sup>ST</sup> Readir	ng 2 <sup>nd</sup> Reading
REPORT ON COMMUNITY ELIGIBILITY PRO	OVISION (CEP) (Penanhoat/Lugotoff)
in low-income areas to serve breakfast and lun household applications. Schools that adopt CE	non-pricing meal service option that allows schools and districts ch at no cost to all enrolled students without collecting EP are reimbursed using a formula based on the percentage of used on their participation in other specific means-tested
enrollment. Identified students are those that program on Indian Reservations, or the Head S	n minimum identified student percentage (ISP) of 40%, based on participate in CalFresh, CalWORKS, the Food Distribution Start program, and students certified as homeless, migrant, dually or as a group to reach the 40% ISP threshold.
with opportunities to perform better academica Paperwork for schools and families is dramatic applications and/or completing the annual verif claiming is simplified and staff will not need to	eals at no charge. Access to better nutrition provides students lly, have better health, and maintain better school attendance. ally reduced, as the need for collecting and verifying ication process is eliminated. Because meal counting and categorize each meal served as free, reduced-price, or paid, udents to spend less time in line and more time eating their
The administration plans to implement the CEF year.	P, wherever fiscally prudent, effective the 2018/2019 school
FISCAL IMPACT	
None	
RECOMMENDATION	

#### **ADDITIONAL MATERIAL**

None – information only.

Attached: PowerPoint Presentation (9 pages)



# COMMUNITY ELIGIBILITY PROVISION (CEP)

May 16, 2018
Presented by
Suzanne Lugotoff R.D., SFNS
Director of Child Nutrition Services

### BACKGROUND

- Healthy, Hunger-Free Kids Act of 2010
  - Provides an alternative to household applications for free and reduced price meals
  - Free meals to all students in high poverty local education agencies and schools
  - Intent of CEP is:
    - ▶ To improve access to free school meals
    - Eliminate administrative burden of collecting household applications
      Community

Provision

### REQUIREMENTS FOR PARTICIPATION

- Have a minimum percentage of identified students in the school year prior to implementing CEP
   Identified students
   Total Enrolled Students

  Percentage
- Identified Students: Children who have been matched by state and county services participating in SNAP, TANF, FDPIR, Head Start, homeless, runaway, migrant, or foster children.
- Serve free lunches AND breakfasts to all students at sites where CEP has been established.
- Household applications for free and reduced price meals are not collected.

### HOW CEP FUNDING WORKS

- ▶ Identified student percentage multiplied by a factor of 1.6 equals the percent of total meals served that will be reimbursed at the Federal Free rate.
- The remaining percentage of total meals served is reimbursed at the Federal paid rate.
- ► The District continues to receive State Reimbursement for meals served.
- Any meal costs in excess of the total Federal reimbursement must be covered through non-Federal sources.
- Flexible Election Options: Individual School / Group of Schools / District Wide

### OXNARD SCHOOL DISTRICT DATA

Site	Enrollment	Direct Cert	ISP
Brekke Elementary	610	206	33.8
Juan Lagunas Soria	1039	329	31.7
Marina West Elementary	630	230	36.5
McAuliffe Elementary	735	293	39.9

ISP Below 40% - Must be grouped to increase ISP

Site	Enrollment	Direct Cert	ISP
Curren	1030	540	52.4
Driffill	1177	680	57.8
Elm Elementary	634	363	57.3
Frank Academy	1233	610	49.5
Fremont Academy	1133	492	43.4
Harrington Elementary	593	353	59.5
Haydock Academy	943	571	60.6
Kamala	1162	686	59.0
Lemonwood	866	471	54.4
Ritchen Elementary	622	297	47.7
Rose Ave Elementary	687	419	61.0
Sierra Linda Elementary	692	378	54.6

ISP 40% - 63.5%

	THE DOLL NO MANUTE LINE	THE RESIDENCE OF THE RESIDENCE OF THE PARTY	POTENTIAL DESIGNATION
Site	Enrollment	Direct Cert	ISP
Marshall Elementary	534	373	69.9
McKinna Elementary	715	481	67.3
Ramona Elementary	601	439	73.0
Chavez	914	625	68.4

ISP Above 63.5 % - Reimbursed at 100% FREE

### BENEFITS

- Nutritional Needs of Students are met
  - Better Attendance
  - More attentive in class
  - Fewer disciplinary problems
- Increased participation
- Streamlines meal service operation
- Less applications (cost savings: paper/mailing/employee time)

- District Office CNS Staff alternative assignments including enhanced marketing and site monitoring
- Eliminates negative balances on accounts
- Families are not burdened by having to complete an application
- Allows for implementation of alternative breakfast models
- No more stigma of meal status

### CONSIDERATIONS

- Federal reimbursement estimator
- Evaluation Study of pilot states
- Consider entire district or only partial
- ► Increase in Participation
  - Kitchen capacity & staffing

- ▶ Title I reporting
- E Rate Funding
- If partial implementation / necessary effective communication with parents



### **NEXT STEPS**

- Submit the CEP Application by June 30, 2018
- Continue Summer Feeding 2018
- Strategize for 100% distribution and retrieval of Alternate Income Form
- Invest in Extensive Marketing to Parents

- Begin 2018/19 SY with CEP in place
- Expand opportunities for meals
  - Focus: Jr. High Sites
  - Replace Ala Carte Sales w/ Meal Stations for Breakfast & Lunch

# QUESTIONS?



of Contributor:	Robin I Freeman	Date of Meeting: 5/16/18
Preliminary Study Session: Hearing:	<u>X</u>	
Consent Agenda	Academic Enrichme Special Ed Support S	nt ducation
Action Items		
Report/Discussion	n Items (no action)	1.
Board Policies Is	Reading 2 <sup>nd</sup> Rea	ading
	s - Honoring Oxnard Scho	ool District's Million Word Readers
		recognized by the Board of Trustees. Students will s What's your Superpower."
AL IMPACT: No	one	
es and the Director		n of the Assistant Superintendent, Educational and Accountability that the Board of Trustees accept
	Action Items Report/Discussio Board Policies 1st gnition of Students man/Curtis)  nts who have read of a t-shirt that state  AL IMPACT: No	Preliminary Study Session: Hearing: Consent Agenda  Agreement Ca  Academic  Enrichment  Special Ed  Support S  Personnel  Legal  Facilities  Action Items  Report/Discussion Items (no action)  Board Policies 1st Reading 2nd Reading

ADDITIONAL MATERIAL: None

Name	of Contributor:	Robin I Freeman	Date of Meeting: 5/10/18	
A.	Preliminary Study Session:	<u>X</u>		
B.	Hearing:			
C.	Consent Agenda	Agreement Cate Academic Enrichmen Special Ede Support Se Personnel Legal Facilities	t ucation	
D.	Action Items			
E.	Report/Discussion	n Items (no action)		
F.	Board Policies 1st	Reading 2 <sup>nd</sup> Read	ling	
_	Recognition of Students - Oxnard School District's Pathway to Biliteracy Awards			

The State Seal of Biliteracy, codified in California Education Code sections 51460-51464, provides recognition to high school students who have demonstrated proficiency in speaking, reading, and writing in one or more languages in addition to English. In an effort to support the Oxnard School District students towards achieving The Seal of Biliteracy, OSD has established a **Pathway Towards Biliteracy Award**. The **Pathway Towards Biliteracy Award** will celebrate students in 5<sup>th</sup> grade and in 8<sup>th</sup> grade who have met the established criteria demonstrating progress towards biliteracy.

In order to qualify for the Pathway Towards Biliteracy Award, 5th grade students must meet at least 2 of the following criteria:

#### **English:**

- Pass the 4<sup>th</sup> grade Smarter Balanced Assessment in English Language Arts with a level of Standard Met or higher
   Or
- Complete their English Language Arts class with a score Standards Met or higher
- Achieve grade level score on the STAR 360 English Reading Assessment

#### In addition, students must meet the Spanish Criteria.

#### **Spanish:**

- Demonstrate Proficiency in Spanish in the following way:
  - o Achieve grade level score on the STAR 360 Spanish Reading Assessment
  - Demonstrate written and oral proficiency by achieving a rubric score of 4 or higher on a
    grade level culminating project. The culminating project will include a written report and
    an oral presentation.

In order to qualify for the Pathway Towards Biliteracy Award, eighth grade students must meet all of the following criteria:

- Complete their English Language Arts class with a grade of B or better
- Achieve grade level score on the STAR 360 English Reading Assessment or Pass the 7<sup>th</sup> grade Smarter Balanced Assessment in English Language Arts with a level of Standard Met or higher
- Demonstrate Proficiency in Spanish in the following way:
  - o Achieve grade level score on the STAR 360 Spanish Reading Assessment
  - Demonstrate written and oral proficiency by achieving a rubric score of 4 or higher on a grade level culminating project. The culminating project will include a written report and an oral presentation.
- If the primary language of a pupil in eighth grade is other than English, he or she must meet OSD's reclassification criteria.

The Superintendent or designee shall annually distribute information about the eligibility requirements for the award and the application process to students in grades 5 and 8 of the Dual Language Immersion Program.

FISCAL IMPACT: None

**RECOMMENDATION:** It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Dual Language Immersion that the Board of Trustees accept this item as presented.

**ADDITIONAL MATERIAL: None** 

Name	of Contributor: Dr. Morales	Date of Meeting: 5-16-18
A.	PreliminaryX_ Study Session Report	
B.	Hearing:	
C.	Consent Agenda	
٠.	Agreement Category:	
	rigitalité d'unegory	Academic
		Enrichment
		Special Education
		Support Services
		Personnel
		Legal
		Facilities
D.	Action Items	
E.	Approval of Minutes	
F.	Board Policies 1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading
	nating Project-Based Learning ering Students (Dr. Morales)	Project Presentation from R.J. Frank Academy of Marine Science and
issues o		rning project in our Language Arts class, the students have investigated hat this presentation of findings will encourage improvements in the ents for the future.
8th gra	ders from R. J. Frank Academy o	of Marine Science and Engineering:
>	Dana Acosta	
	Carlos Amezcua	
	Marco Palacios	
>	Diana Rejon	
>	Richard Sabiaga	
FISCA	L IMPACT: None.	
RECO	MMENDATION:	
It is the	recommendation of the Superint	tendent that the Board of Trustees accept this item as presented.
ADDIT	TIONAL MATERIAL: None.	

Name	of Contributor:	Robin I Freeman	Date of Meeting: 5/16/18
A. B. C.	Preliminary Study Session: Hearing: Consent Agenda	_X	ent ducation Services
D.	Action Items		
E.	Report/Discussion	n Items (no action) ${2^{\text{nd}} \text{ Re}}$	
F.	Board Policies 1st	Reading 2 <sup>nd</sup> Re	ading
(Freen	nan/DeGenna)		d Annual Spanish Spelling Bee Participants  dents who participated and placed in the Ventura County
Third A	annual Spanish Spel	ling Bee.	
FISCA	AL IMPACT: No	one	
	es and the Director		n of the Assistant Superintendent, Educational sion that the Board of Trustees accept this item as
ADDI'	ΓΙΟΝΑ <b>L MATE</b> I	RIAL: None	

Name	of Contributor: Robin I. Fi	eeman D	eate of Meeting: 5/16/18
A-1. A-11. B. C.	Study Session:  Closed Session:  Preliminary  Reports  Hearings:  Consent Agenda	Agreement Category:  Academic Enrichment Special Education Support Services Personnel Legal Facilities	
D.	Action Items		
F.	Board Policies 1st Reading	2 <sup>nd</sup> Reading	
-	ion and Presentation of Resolution/Sugden)	ition #17-41 "Better Hearing and	Speech Month" May 2018

Recognition of the month of May 2018 as "Better Hearing and Speech Month"

The American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, has recognized the month of May as "Better Hearing and Speech Month". Speech/Language and Hearing Specialists in our district are recognized for their collaboration with Special Education staff, teachers, administrators and parents. In addition, they are commended for their continuous support to the education of all the children of the Oxnard School District and for their encouragement to promote good Language, Speech and Hearing skills.

FISCAL IMPACT: None

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Special Education Services that the Board of Trustees approve the adoption and presentation of Resolution #17-41 as outlined above.

#### **ADDITIONAL MATERIAL:**

**Attached:** Resolution #17-41 (1 page)



## RESOLUTION NO. 17-41 ONARD SCHOOL DISTRICT BOARD OF TRUSTEES

#### Better Hearing and Speech Month May 2018

"Communication for All"

WHEREAS, May is "Better Hearing and Speech Month"; and

**WHEREAS**, throughout this month, the American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, will celebrate May as "Better Hearing and Speech Month"; and

**WHEREAS,** the American Speech-Language-Hearing Association is the national professional, scientific, and credentialing association for more than 191,500 audiologists, and speech-language specialists; and

**WHEREAS,** the American Speech-Language-Hearing Association celebrates its 91<sup>st</sup> anniversary years of quality and dedication to the identification, treatment and prevention of communication disorders; and

**WHEREAS**, each and every day, Speech/Language specialists in school districts throughout Ventura County work in partnership with teachers, administrators, and parents to support student education and encourage and promote good speech, language and hearing skills;

**NOW, THEREFORE BE IT RESOLVED** that the Board of Trustees of the Oxnard School District joins other community leaders, the American Speech-Language-Hearing Association and the California Speech-Language-Hearing Association in celebrating the month of May 2018 as "Better Hearing and Speech Month," and expresses appreciation to all members of the district's Speech/Language staff for the important services they provide to our students.

**BE IT FURTHER RESOLVED** that the Board of Trustees expresses its appreciation, and that of the District staff, to the cadre of outstanding Speech and Language Therapists in the Oxnard School District for the exceptional care and dedication given to the children of the Oxnard community.

Adopted this 16<sup>th</sup> day of May 2018.

Name	of Contributor: Dr. Je	sus Vaca			Date of Meeting:	May 16, 2018			
A.	Preliminary Study Session Report								
B.	Hearing:	X_							
C.	Consent Agenda								
	Agreement Category:		Academic						
		]	Enrichme	nt					
		;	Special E	ducation					
		;	Support S	ervices					
		]	Personnel						
		]	Legal						
		]	Facilities						
D.	Action Items								
E.	Approval of Minutes								
F.	Board Policies	1 <sup>st</sup> Reading		2 <sup>nd</sup> Rea	ding				
Conduct Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2018-2019 Negotiations, Pursuant to Government Code Section 3547 (Vaca)									
							_		

#### **EXECUTIVE SUMMARY (description of item):**

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate the items listed below:

Article 8 Student Ratio
Article 9 Evaluations
Article 11 Leave Provisions
Article 16 Salaries
Article 18 Fringe Benefits
Article 22 Term

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

Following this public hearing, it is the recommendation of the Assistant Superintendent of Human Resources & Support Services that the Board of Trustees authorize the District to enter into contract negotiations for the 2018-19 school year and any additional years as may be mutually agreed upon by the parties.

#### **ADDITIONAL MATERIAL(S):**

- Letter to Board of Trustees President dated 4/20/18 (one page)
- Letter to OSSA President dated 4/20/18 (one page)
- District's Initial Bargaining Proposals to OSSA for 2018-19 (one page)
- Letter dated 4/18/18 from OSSA President to the District (one page)



### OXNARD SCHOOL DISTRICT

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

April 20, 2018

Debra M. Cordes, President Board of Trustees Oxnard School District 1051 South A Street Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2018-19

Dear President Cordes,

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA continuing the use of the Interest Based Problem Solving method, during negotiations, to address issues that arise by either party. The District's negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator Janet Penanhoat, Assistant Superintendent, Business Services Dr. Edd Bond, Director, Certificated HR Luis Ramirez, Principal Chris Ridge, Director, Pupil Services Amelia Sugden, Director, Special Education

Pursuant to Article 22, Term, in the current District/OSSA bargaining agreement, the current agreement expires on June 30, 2019. The District plans to negotiate Article 11 (Leave Provisions), Article 16 (Salaries), Article 18 (Fringe Benefits), and Article 22 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the May 2, 2018 Board agenda with the Public Hearing to be scheduled on May 16, 2018. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA

Assistant Superintendent Human Resources and Support Services

JV/pp



# OXNARD SCHOOL DISTRICT

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

April 20, 2018

Ms. Brenda Muth Oxnard Supportive Services Association President c/o Oxnard School District 1051 South A Street Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2018-19

Dear Ms. Muth.

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA and continuing the use of the Interest Based Problem Solving method, during negotiations to address issues that arise by either party. The District negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator Janet Penanhoat, Assistant Superintendent, Business Services Dr. Edd Bond, Director, HR Luis Ramirez, Principal Chris Ridge, Director, Pupil Services Amelia Sugden, Director, Special Education

Pursuant to Article 22, Term, in the current District/OSSA bargaining agreement, the current agreement expires on June 30, 2019. The District plans to negotiate Article 11 (Leave Provisions), Article 16 (Salaries), Article 18 (Fringe Benefits), and Article 22 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the May 2, 2018 board meeting agenda and the Public Hearing is to be scheduled for May 16, 2018. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA

Assistant Superintendent Human Resources and Support Services

JV/pp

Enclosure



# OXNARD SCHOOL DISTRICT

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

Dr. Jesus Vaca Assistant Superintendent Human Resources and Support Services Steve Bailey, Interim
Director, Classified Human Resources

Oxnard School District Initial Sunshine Proposals to the Oxnard Supportive Services Association 2018-19

#### **Interest Based Problem Solving Proposals**

The District seeks to discuss and solve issues relating to a variety of District and OSSA practices. The following contract articles are proposed for discussion:

#### Article 11 Leave Provisions

• The District seeks to enter into discussions regarding the OSSA Leave Provisions.

#### Article 16 Salaries

The District seeks to enter into discussions regarding OSSA Salaries.

#### Article 18 Fringe Benefits

• The District seeks to enter into discussions regarding OSSA Fringe Benefits.

#### Article 22 Term

• The District seeks to enter into discussions regarding OSSA Term.



April 18, 2018

Dr. Jesus Vaca Assistant Superintendent of Human Resources Oxnard School District

Dear Dr. Vaca,

In accordance with Article 22- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter into contract negotiations with the Oxnard School District for the 2018-2019 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and IBB Facilitator Bridgette Bodine.

The Association is looking forward to the continuing implementation of Interest Based Bargaining (IBB) process during negotiations and we are committed to the utilization of a bargaining process that maximizes our opportunity for creative and positive solutions to our mutual problems. We are further committed to problem solving in ways which value the contributions of the negotiators and support one another in finding ways to improve the lives of our mutual constituencies including students, parents, staff and the Oxnard community. The members of the OSSA negotiating team are: Brenda Muth, Jose Carranza, Lauren Kaprielian, Annette Murguia, Steve Tobey, Monica Garcia and Irene Zavala.

The Association seeks to open the following articles:

Article 9 – Evaluations – The Association seeks discussion regarding Evaluation procedures.

In accordance with our agreement, Article 8 will be an automatic reopen for 2018-19 contract negotiations.

Article 8 – Student Ratio - The Association seeks discussion regarding Student Ratios.

Sincerely,

Brenda Muth, President
Oxnard Support Services Association

#### OSD BOARD AGENDA ITEM

Name	of Contributor: R	obin Freeman	Date of Meeting: 5/16/18
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement Cate  X Academic Enrichment Special Educ Support Serv Personnel Legal	cation
D.	Action Items	Facilities	
		4st Dan Language and I	San Para
F.	<b>Board Policies</b>	1 <sup>st</sup> Reading 2 <sup>nd</sup>	Reading
	oval of Agreement/ am (Freeman/Thon		ounty Office of Education – Math

VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month for a minimum of seven total training dates during the 2018-19 school year, and will include information that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards.

#### **FISCAL IMPACT:**

Not to exceed \$21,800.00 - ASES Grant Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #18-06 with the Ventura County Office of Education.

# **ADDITIONAL MATERIAL(S):**

Attached: Agreement/MOU #18-06, Ventura County Office of Education (1 Page)

# AGREEMENT #18-06 BETWEEN VENTURA COUNTY OFFICE OF EDUCATION AND

#### OXNARD SCHOOL DISTRICT FOR PROFESSIONAL DEVELOPMENT TRAININGS

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction (CI) staff in training the after-school staff and administrator of after-school programs in the Oxnard School District. The purpose is to train the staff and support the Oxnard School District administration in their after-school mathematics program.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and the **Ventura County Office of Education** will work together toward promoting a quality after-school program. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

#### 1. Ventura County Office of Education agrees to:

- a. Provide a one-day orientation to the Building Numeracy math program by a VCOE math content specialist. (\$875 for full day of training + \$875 for design and preparation of math program materials for orientation)
- b. Provide monthly training, lessons, coaching, support, and/or demo lessons \$575/half day presentation by math specialist and \$875/ full day for design of monthly unit and preparation of instructor and site materials. (VCOE graphics charges to be paid by OSD).
- c. Provide handouts to administrator of after-school programs and after-school staff. (VCOE graphics charges to be paid by OSD).
- d. Develop a list of math materials and math literature for the Building Numeracy units (to be purchased by OSD)
- e. Maintain ownership of all documents and data produced for the Building Numeracy Math Program and the monthly math training sessions.
  - i. Total program costs for professional development and design not to exceed \$17,000.00 and graphics charges not to exceed \$4,800.00 for a total not to exceed \$21,800.00

#### 2. Oxnard School District agrees to:

- a. Provide site for training.
- b. Provide presentation equipment (LCD projector, document camera, and laptop)
- c. Allocate an account for math materials and math literature for each site.
- d. Support trainings through regular classroom visits by the after-school program administrator to monitor implementation of new learning.
- e. Pay Ventura County Office of Education, Curriculum and Instruction Department for Content Specialist services, materials and printing costs for the math units.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 1, 2018 - June 30, 2019.

For the Oxnard School District		
Lisa A. Franz, Director, Purchasing	Date	
For the Ventura County Office of Education		
Antonio Castro, Ed.D., Associate Superintendent	Date	
Lisa Cline, Executive Director	Date	

#### **OSD BOARD AGENDA ITEM**

Name	of Contributor: Rol	Date of Meeting: 5/16/18
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement Category:  X Academic Enrichment Special Education Support Services Personnel Legal Facilities
D.	Action Items	
F.	<b>Board Policies</b>	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading
	_	IOU #18-09 – Child Development Resources of Ventura County Inc

This Agreement/MOU between the Oxnard School District and Child Development Resources of Ventura County, Inc. establishes the terms for the use of preschool classrooms for the Mary Crawford Head Start Program at the Harrington Early Childhood Development Center.

Term of the Agreement/MOU: August 1, 2018 to June 30, 2023

#### **FISCAL IMPACT:**

None - \$1.00 per year will be paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Curriculum, Instruction, and Accountability, that the Board of Trustees approve Agreement/MOU # 18-09 with Child Development Resources of Ventura County, Inc.

#### **ADDITIONAL MATERIAL(S):**

#### **Attachments:**

 Agreement/MOU #18-09, Child Development Resources of Ventura County, Inc. (13 Pages)

# MEMORANDUM OF UNDERSTANDING REGARDING FACILITIES USE BY AND BETWEEN CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. AND THE OXNARD SCHOOL DISTRICT

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

WHEREAS, on or about August 23, 2017, CDR and the District entered into a Site Lease of Real Property (the "Site Lease") pursuant to which CDR was allowed to place a portable classroom (the "Facility") on the premises of the District's San Miguel School at 2400 South J Street, Oxnard, California (the "San Miguel Site");

WHEREAS, pursuant to its terms, the Site Lease is to expire on June 30, 2018;

WHEREAS, the Parties do not intend to enter into an extension of the Site Lease;

WHEREAS, upon the expiration of the Site Lease, CDR will be in need of two parttime classrooms to operate the Mary Crawford Head Start program (the "Program");

WHEREAS, the District is currently reconfiguring two classrooms at the Harrington Elementary School Early Childhood Development Center (ECDC), 451 East Olive Street, Oxnard, California 93033 (the "Space") that are currently not needed on a full-time basis by the District;

WHEREAS, CDR and the District desire to develop a mutually agreeable solution that satisfies the classroom needs of CDR;

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

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

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

#### **Article 1. Term**

1.1 The initial term of this MOU shall be for five years, commencing on August 1, 2018 and ending on June 30, 2023 (the "Initial Term") subject only to termination in accordance with this MOU. The Initial Term may be extended for additional five-year periods subject to the following conditions:

- (a) CDR shall notify the District by February 15<sup>th</sup> of each year requesting extension of the MOU for another year five year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Initial Term or any extension thereof, CDR notifies the District that it wishes to extend the term, the District may, in its sole discretion, offer CDR alternative and essentially equivalent premises at another school site within the District, provided that the District gives CDR not less than ninety days prior written notice of its election to do so.
- (b) The District may deny any and all extensions beyond the Initial Term if there is an uncured breach of this MOU or if the District, in its sole discretion, requires the use of the Space. The District shall notify CDR of its denial by February 28th of any year requesting extension.

#### Article 2. Use of the Space.

#### 2.1 ALLOCATION OF SPACE.

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

- (a) Shared Space Shared Use. The Space will be shared by both CDR and the District where CDR will occupy two classrooms and a shared front office space for two CDR staff, for the sole purpose of operating the Program. CDR will provide the District, no later than April 30, 2018, a copy of the program instructional and staffing calendar for the Program year 2018 2019. CDR may share in the use of the playground at Harrington Elementary School, subject to the needs and scheduling of the District. Program staff shall use the restrooms in the Administration Building, shared with others. CDR and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington ECDC. CDR understands and agrees that it will cooperate with other persons using the premises at Harrington ECDC and Elementary School and will reach amicable arrangements concerning such use.
- (b) CDR acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, CDR has not relied on any representation, statement, or warranty of the District or anyone acting for or on behalf of the District; (ii) CDR is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an "AS IS" basis; and (iii) the District makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

#### 2.2 SPACE IMPROVEMENTS.

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

#### CDR2.3 REPRESENTATIONS AND WARRANTIES OF CDR.

CDR represents and warrants to the District that:

- (a) CDR is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. CDR will maintain good standing and full power and authority at all times during the term of this MOU.
- (b) CDR has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of CDR and do not require any further approvals or consents.
- (c) There is no pending or, to the best knowledge of CDR, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of CDR to perform its obligations under this MOU.

#### **Article 3. Permitted Uses**

#### 3.1 ALLOWABLE PURPOSES.

CDR shall be entitled to use the Space solely for the purposes of operating the Program.

#### 3.2 NUISANCE, MISCELLANEOUS.

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

#### 3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) CDR shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. CDR shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. CDR shall not be responsible for any and all

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

- (b) CDR shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. CDR shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.
- (c) In the performance of this MOU, CDR shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and the District and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, CDR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which CDR transacts its business.

#### 3.4 FINGERPRINTING.

CDR shall ensure that any persons admitted by CDR to the Space, who are likely to have t contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at CDR's expense.

## 3.5 VACATING.

- (a) Upon the termination of this MOU, CDR shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.
- (b) Upon the termination of this MOU, CDR shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense.

#### Article 4. Fees

4.1 CDR will pay to the District the sum of \$1.00 per year during the term of this MOU. In addition, CDR shall assign and transfer all title and ownership in the Facility located at the San Miguel Site to the District and shall enter into a Bill of Sale and Assignment in the form attached hereto as Exhibit A.

CDR

#### **Article 5. Compliance with Laws**

- 5.1 CDR shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Space that might threaten the exterior or structural elements of the District's property.
- 5.2 CDR shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

#### **Article 6. Maintenance and Other Expenses**

#### 6.1 FURNISHINGS AND EQUIPMENT.

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

#### 6.2 SITE MAINTENANCE

Lessor (District) shall provide custodial and facility maintenance services 5 days a week while program is operational. Preschool will be operational from 7:00 a.m. to 6:00 p.m. Monday through Friday.

Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Custodial (Lessor) services will meet cleanliness requirements of Community Care Licensing (CCL). If Lessor janitorial does not meet CCL standards, subjecting CDR to a citation and/or fine, CDR will reserve the right to have the violation corrected immediately by an outside vendor at CDR's discretion and cost.

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

#### 6.3 REQUIRED NOTICE – EMERGENCY.

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

#### **Article 7. Indemnification**

7.1 **Lessee's Indemnity Obligation**. To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless

Lessor, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessee, or by any individual or entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor's real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members' as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

\_\_\_\_ (Initials)

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

indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

#### CDRCDRCDR

#### CDRCDRCDRCDRCDRCDRCDRArticle 8. Insurance

#### 8.1 REQUIRED CDR INSURANCE.

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

- (a) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.
- (b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.
- (c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CDR and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.
- (d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.
- (e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

#### 8.2 INSURANCE REQUIREMENTS

- (a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.
- (b) The District is to be named as an additional insured as respects work performed by or on behalf of CDR under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers' compensation coverage).

- (c) All insurance required under this MOU shall be primary coverage as respect the District, and any insurance or self-insurance maintained by the District shall be in excess of CDR's insurance coverage and shall not contribute to CDR's coverage. The District is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by CDR to meet the requirements.
- (d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the District.

#### 8.3 COPIES.

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

#### **Article 9. Access by the District**

9.1 The District or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Space; (b) as required by law or emergency; and (c) to examine the Space. The District shall maintain a set of keys to the Space.

#### **Article 10. Miscellaneous**

#### 10.1 ENTIRE AGREEMENT.

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

#### 10.2 MODIFICATION.

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

#### 10.3 GOVERNING LAW & VENUE.

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

#### 10.4 FORCE MAJEURE

Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties;

provided that the party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this section will be extended for a period equal to the duration of the cause.

#### 10.5 SEVERABILITY

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

#### 10.6 COUNTERPARTS

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

#### 10.7 SUCCESSORS AND ASSIGNS

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

#### 10.8 ATTORNEYS' FEES

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

#### 10.9 NOTICES.

Attn: Janet Penanhoat

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

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

Notice shall be given to CDR at the following address: Child Development Resources 221 E. Ventura Blvd. Oxnard, CA 93036 Attn: Suzanne Godinez

#### **Article 11. Assignment and Subletting**

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

#### **Article 12. Dispute Resolution**

- 12.1 Disputes between CDR and the District regarding this MOU shall be resolved using the dispute resolution process described herein.
- 12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, the representatives from CDR shall meet with representatives from the District in an informal setting to try to resolve the dispute.
- 12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by CDR and the District. The Parties shall share equally the cost of the mediation.
- 12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

#### Article 13. Default

#### 13.1 DEFAULT BY CDR.

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

- (a) Any failure by CDR to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.
- (b) Any failure by CDR to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

- (c) The complete abandonment or vacation of the Space by CDR for more than 90 days.
- (d) A failure by CDR to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. CDR shall not be deemed to be in default if CDR shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.
- (e) At any time prior to the expiration or termination of this MOU, CDR is unable to pay its debts in the ordinary course of business as they come due.
- (f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against CDR, and the same is not discharged within ninety (90) days of commencement.
- (g) If CDR has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the Space and/or the Program.

#### 13.2 WAIVER.

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

#### **Article 14. Remedies for Default and Termination for Cause**

#### 14.1 THE DISTRICT REMEDIES.

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

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

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

#### **Article 15. Termination for Convenience**

#### 15.1 TERMINATION BY CDR FOR CONVENIENCE.

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

#### 15.2 TERMINATION BY THE DISTRICT FOR CONVENIENCE.

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

CHILD DEVELOPMENT RESOURCE	S OF VENTURA COUNTY, INC.
Ву:	
Name:	
Title:	
Date:	
OXNARD SCHOOL DISTRICT	
By:	
Name:	
Title:	
Date	

#### EXHIBIT "A"

**THIS BILL OF SALE AND ASSIGNMENT** ("Bill of Sale") is made as of July 1, 2018 between Child Development Resources of Ventura County, Inc. ("CDR"), and the Oxnard School District, a California public school district ("District") with reference to the following facts:

#### RECITALS

- A. CDR and the District are parties to that certain Memorandum of Understand Regarding Facilities Use (the "MOU"), pursuant to which CDR is entitled to utilize two classrooms at Harrington Elementary School Early Childhood Development Center (ECDC).
- B. Pursuant to the terms of the MOU, CDR is to transfer all title and ownership in that portable classrooms that CDR placed on the District's San Miguel Elementary School site at 2400 South J Street, Oxnard, California to the District.
- C. This Bill of Sale is being delivered by CDR to the District in accordance with the terms of the MOU.
- **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CDR and the District hereby agree as follows:
- 1. <u>Assignment and Transfer</u>. Subject to all of the terms and conditions of the MOU, CDR hereby assigns, transfers, conveys and delivers to the District good and marketable title to all of CDR's right, title and interest in and to the portable classroom that CDR placed on the District's San Miguel School site at 2400 South J Street, Oxnard, California (the "Facility") to have and to hold such asset to and for its use forever.
- 2. <u>AS-IS</u>. The assignment and transfer of the Facility is on an "**AS IS**," "WITH ALL FAULTS" basis and without any warranty or representation, express or implied, of any nature or sort, including, without limitation, any warranty of merchantability, fitness of use for a particular purpose, or otherwise.
- 2. <u>Interpretation</u>. This Bill of Sale is delivered pursuant to, and shall be construed consistently with, the MOU. In the event of any conflict or inconsistency between the terms of the MOU and the terms hereof, the terms of the MOU shall control. Capitalized terms used but not defined in this instrument shall have the meanings given them in the MOU.
  - 3. Effective Date. This Bill of Sale shall only be effective on July 1, 2018.

#### **OSD BOARD AGENDA ITEM**

Name	of Contributor: Ro	Date of Meeting: 5/16/18
A-1. A-II. B.	Study Session: Closed Session Preliminary Reports Hearings	
C.	Consent Agenda	Agreement Category:  X Academic Enrichment Special Education Support Services Personnel Legal Facilities
D.	Action Items	: 45
F.	<b>Board Policies</b>	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading
Coun	_	MOU #18-10 – Community Action Partnership of San Luis Obispo Jse for Buena Ventura Migrant & Seasonal Head Start at Harrington

This Agreement/MOU between the Oxnard School District and Community Action Partnership of San Luis Obispo County, Inc. establishes the terms for the use of preschool classrooms for the Buena Ventura Migrant & Seasonal Head Start Program at the Harrington Early Childhood Development Center.

Term of the Agreement/MOU: July 1, 2018 to June 30, 2023

#### **FISCAL IMPACT:**

None - \$1.00 per year will be paid to Oxnard School District by Community Action Partnership of San Luis Obispo County, Inc.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Curriculum, Instruction, and Accountability, that the Board of Trustees approve Agreement/MOU # 18-10 with Community Action Partnership of San Luis Obispo County, Inc.

# **ADDITIONAL MATERIAL(S):**

#### Attachments:

 Agreement/MOU #18-10, Community Action Partnership of San Luis Obispo County, Inc. (13 Pages)

# MEMORANDUM OF UNDERSTANDING REGARDING FACILITIES USE BY AND BETWEEN COMMUNITY ACTION PARTNERSHIP OF SAN LUIS OBISPO COUNTY, INC. AND THE OXNARD SCHOOL DISTRICT

This Memorandum of Understanding Regarding Facilities Use ("MOU") is made between Community Action Partnership of San Luis Obispo County, Inc. ("CAPSLO" or "Lessee") and the Oxnard School District (the "District" or "Lessor"). CAPSLO and the District shall sometimes be referred to herein as the "Parties" or individually a "Party."

WHEREAS, on or about August 3, 2017, CAPSLO and the District entered into a Memorandum of Understanding ("2017 MOU") pursuant to which CAPSLO was allowed to utilize two temporary classrooms and to share in the use of the playground at Harrington Preschool Center at Harrington Elementary School, 451 East Olive Street, Oxnard, California 93033 ("Harrington ES");

WHEREAS, pursuant to its terms, the 2017 MOU is to expire on June 30, 2018 and it will not be extended;

WHEREAS, it is the desire of the Parties to enter into this MOU pursuant to which CAPSLO will utilize two part-time classrooms to operate the Buena Ventura Migrant & Seasonal Head Start Program at Harrington Preschool Center at Harrington ES (the "Program");

WHEREAS, the District is currently reconfiguring two classrooms at the Harrington Preschool Center, Harrington Elementary School, 451 East Olive Street, Oxnard, California 93033 (the "Space") that are currently not needed on a full-time basis by the District;

WHEREAS, CAPSLO and the District desire to develop a mutually agreeable solution that satisfies the classroom needs of CAPSLO;

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

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

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

# Article 1. Term

1.1 The initial term of this MOU shall be for five years, commencing on July 1, 2018 and ending on June 30, 2023 (the "Initial Term") subject only to termination in

accordance with this MOU. The Initial Term may be extended for additional five year periods subject to the following conditions:

- (a) CAPSLO shall notify the District by April 30th of each year requesting extension of the MOU for another five year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Initial Term or any extension thereof, CAPSLO notifies the District that it wishes to extend the term, the District may, in its sole discretion, offer CAPSLO alternative and essentially equivalent premises at another school site within the District, provided that the District gives CAPSLO not less than thirty days prior written notice of its election to do so.
- (b) The District may deny any and all extensions beyond the Initial Term if there is an uncured breach of this MOU or if the District, in its sole discretion, requires the use of the Space. The District shall notify CAPSLO of its denial by May 30<sup>th</sup> of any year requesting extension.

#### Article 2. Use of the Space.

# 2.1 ALLOCATION OF SPACE.

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

- (a) Shared Space Shared Use. The Space will be shared by both CAPSLO and the District, where CAPSLO will occupy two classrooms for the sole purpose of operating the Program. The instructional calendar for the Program runs Monday through Friday, 5:15 a.m. to 5:00 p.m., beginning October 16 to June 30. CAPSLO staff may occupy the Space prior to the first day of instruction, starting September 1, 2018. CAPSLO will provide the District, no later than April 30, 2018, a copy of the instructional program and staffing calendar for the Program year 2018 2019. CAPSLO may share in the use of the playground at Harrington Preschool Center at Harrington ES, subject to the needs and scheduling of the District. Program staff shall use the restrooms in the Administration Building, shared with others. CAPSLO and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington Elementary School. CAPSLO understands and agrees that it will cooperate with other persons using the premises at Harrington Elementary School and will reach amicable arrangements concerning such use.
- (b) CAPSLO acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, CAPSLO has not relied on any representation, statement, or warranty of the District or anyone acting for or on behalf of the District; (ii) CAPSLO is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an "AS IS" basis; and (iii) the District makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space,

including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

#### 2.2 SPACE IMPROVEMENTS.

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

#### 2.3 CUSTODIAL SERVICES.

The District shall provide custodial services for the Space.

#### 2.4 REPRESENTATIONS AND WARRANTIES OF CAPSLO.

CAPSLO represents and warrants to the District that:

- (a) CAPSLO is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. CAPSLO will maintain good standing and full power and authority at all times during the term of this MOU.
- (b) CAPSLO has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of CAPSLO and do not require any further approvals or consents. CAPSLO shall provide the District with a copy of its Community Care License certificate and personnel list.
- (c) There is no pending or, to the best knowledge of CAPSLO, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of CAPSLO to perform its obligations under this MOU.
- (d) CAPSLO shall run the Program and hire qualified teaching staff to provide intensive educational services to the children attending the Program at Harrington ES.

#### **Article 3. Permitted Uses**

#### 3.1 ALLOWABLE PURPOSES.

CAPSLO shall be entitled to use the Space solely for the purposes of operating the Program.

#### 3.2 NUISANCE, MISCELLANEOUS.

CAPSLO shall not do or permit anything to be done, without the prior written consent of the District, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall CAPSLO sell or permit to be kept, used, or sold in

or about the Space any articles which may be prohibited by a standard form policy of fire insurance. CAPSLO shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. CAPSLO shall not use or allow the Space to be used for any improper or objectionable purpose, nor shall CAPSLO cause, maintain, or permit any nuisance in, on, or about the Space. CAPSLO shall not commit or suffer to be committed any waste in or upon the Space. CAPSLO shall be responsible for the repair or replacement of any property of the District that may be lost, damaged, or stolen.

# 3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

- (a) CAPSLO shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. CAPSLO shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. CAPSLO shall not be responsible for any and all legal compliance or environmental conditions that existed prior to CAPSLO's occupancy of the Space. CAPSLO shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by CAPSLO. Nothing in this section is intended to obligate CAPSLO to be responsible for or require CAPSLO to regulate the actions of any third parties not under the control of CAPSLO.
- (b) CAPSLO shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. CAPSLO shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.
- (c) In the performance of this MOU, CAPSLO shall comply with all applicable provisions of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and the District and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, CAPSLO shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which CAPSLO transacts its business.

#### 3.4 FINGERPRINTING.

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

#### 3.5 VACATING.

- (a) Upon the termination of this MOU, CAPSLO shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.
- (b) Upon the termination of this MOU, CAPSLO shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense.

# Article 4. Fees

- 4.1 CAPSLO will pay to the District the sum of \$1.00 per year during the term of this MOU.
- 4.2 CAPSLO shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the term of this MOU upon the Space as additional rent.

#### Article 5. Compliance with Laws

- 5.1 CAPSLO shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Space that might threaten the exterior or structural elements of the District's property.
- 5.2 CAPSLO shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

#### Article 6. Maintenance and Other Expenses

#### 6.1 FURNISHINGS AND EQUIPMENT.

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

#### 6.2 SITE MAINTENANCE

CAPSLO shall maintain and repair the Space in good condition suitable for the Program.

#### 6.3 DISTRICT NON-RESPONSIBILITY

The District shall have no obligation whatsoever for costs incurred in the operation, maintenance and repair of the Space and/or the Program.

#### 6.4 REQUIRED NOTICE – EMERGENCY.

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

### **Article 7. Indemnification**

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

(Initials)

Lessor's Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal

property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

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#### Article 8. Insurance

## 8.1 REQUIRED CAPSLO INSURANCE.

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

- (a) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.
- (b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.
- (c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CAPSLO and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.
- (d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.
- (e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

#### 8.2 INSURANCE REQUIREMENTS

- (a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.
- (b) The District is to be named as an additional insured as respects work performed by or on behalf of CAPSLO under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers' compensation coverage).
- (c) All insurance required under this MOU shall be primary coverage as respects the District, and any insurance or self-insurance maintained by the District shall be in excess of CAPSLO's insurance coverage and shall not contribute to CAPSLO's coverage. The District is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by CAPSLO to meet the requirements.
- (d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the District.

#### 8.3 COPIES.

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

#### Article 9. Access by the District

9.1 The District or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Space; (b) as required by law or emergency; and (c) to examine the Space. The District shall maintain a set of keys to the Space.

#### Article 10. Miscellaneous

#### 10.1 ENTIRE AGREEMENT.

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

#### 10.2 MODIFICATION.

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

#### 10.3 GOVERNING LAW & VENUE.

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

#### 10.4 FORCE MAJEURE

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

#### 10.5 SEVERABILITY

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

#### 10.6 COUNTERPARTS

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

#### 10.7 SUCCESSORS AND ASSIGNS

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

#### 10.8 ATTORNEYS' FEES

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

#### 10.9 NOTICES.

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

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

Notice shall be given to CAPSLO at the following address: Community Action Partnership of San Luis Obispo County, Inc.

Attn:

# Article 11. Assignment and Subletting

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

#### **Article 12. Dispute Resolution**

- 12.1 Disputes between CAPSLO and the District regarding this MOU shall be resolved using the dispute resolution process described herein.
- 12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the names, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, the representatives from CAPSLO shall meet with representatives from the District in an informal setting to try to resolve the dispute.
- 12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by CAPSLO and the District. The Parties shall share equally the cost of the mediation.
- 12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

#### Article 13. Default

#### 13.1 DEFAULT BY CAPSLO.

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

- (a) Any failure by CAPSLO to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.
- (b) Any failure by CAPSLO to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.
- (c) The complete abandonment or vacation of the Space by CAPSLO for more than 90 days.
- (d) A failure by CAPSLO to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. CAPSLO shall not be deemed to be in default if CAPSLO shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.
- (e) At any time prior to the expiration or termination of this MOU, CAPSLO is unable to pay its debts in the ordinary course of business as they come due.
- (f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against CAPSLO, and the same is not discharged within ninety (90) days of commencement.
- (g) If CAPSLO has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the Space and/or the Program.

#### 13.2 WAIVER.

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

# Article 14. Remedies for Default and Termination for Cause

#### 14.1 THE DISTRICT REMEDIES.

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

- (a) Maintain this MOU in full force and effect without terminating CAPSLO's right to possession irrespective of whether CAPSLO shall have abandoned the Space. In such case, the District may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If CAPSLO has abandoned the Space and any property not belonging to the District has been left behind, the District may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of CAPSLO. The District may also allow others to use the space, in which case the MOU shall terminate.
- (b) Terminate CAPSLO's right to possession by any lawful means, in which case this MOU shall terminate and CAPSLO shall immediately surrender possession of the Space to the District. In such event the District shall be entitled to recover from CAPSLO any unpaid invoices for all costs and expenses incurred by the District in connection with the termination of CAPSLO's possession, including, without limitation, any and all consultant and attorney costs and fees.

# Article 15. Termination for Convenience

By:

# 15.1 TERMINATION BY CAPSLO FOR CONVENIENCE.

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

# 15.2 TERMINATION BY THE DISTRICT FOR CONVENIENCE.

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

Name:	
Title:	
Date	

# **OSD BOARD AGENDA ITEM**

Name of Contributor: Ro	bin Freeman	Date of Meeting: 5/16/18
Study Session: Closed Session A-1. Preliminary A-II. Reports B. Hearings C. Consent Agenda  D. Action Items F. Board Policies	Agreement Category: Academic X Enrichment Special Education Support Services Personnel Legal Facilities  1st Reading 2nd Reading	
Approval of Agreement #1	7-305 - Mad Science of Los Angele	s (Freeman/Santamaria)
Science Workshops focuse strand targets Science and	les will provide our 5 <sup>th</sup> grade studered on Science and Engineering pract Technology. These workshops will red dents, while addressing the newly	ices. Ritchen School's focus einforce science concepts and
FISCAL IMPACT:		
\$1,140.00 – PTA and LCFF-	-Specific	
RECOMMENDATION:		
	the Principal, Ritchen School, and the ne Board of Trustees approve Agreem	
ADDITIONAL MATERIAL(S	<b>S)</b> :	

Agreement #17-305, Mad Science of Los Angeles (1 Page) Certificate of Insurance (2 Pages)

Attached:

# AGREEMENT/MOU #17-305 BETWEEN MAD SCIENCE AND OXNARD SCHOOL DISTRICT

The scope of this document is to define the roles and responsibilities of Mad Science in providing lessons and activities for Ritchen Elementary School in the Oxnard School District (OSD). The purpose is to provide Mad Science assemblies for students at Ritchen Elementary School.

This serves as a Memorandum of Understanding and Responsibility Agreement that Mad Science and **Oxnard School District** will work together toward promoting and providing age appropriate science activities for the students at Ritchen Elementary School. Both the agency and consultant, according to their defined roles, agree to participate in coordinating, providing and financing the following services for the purpose of this agreement.

#### 1. Mad Science agrees to:

- a. Provide two (2) Workshops: Inventionation on June 6, 2018 at 9:15 am and 11:00 am.
- b. Provide two (2) Workshops: Inventionation on June 7, 2018 at 9:15 am and 11:00 am.
- c. Carry insurance that conforms to the district requirements for liability, worker's compensation, abuse and molestation.

#### 2. Oxnard School District agrees to:

a. Compensate Mad Science for four (4) Workshops at Ritchen Elementary School at the following rates:

 Workshops: Inventionation:
 \$260.00 EA
 \$1,040.00

 Travel Fee
 \$ 100.00

TOTAL: \$1,140.00

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented April 25, 2018 through June 6, 2018.

OXNARD SCHOOL DISTRICT:		
Lisa A. Franz, Director, Purchasing	Date	
MAD SCIENCE OF LOS ANGELES:		
Kim McAlpine, Operations Mad Science of Los Angeles	Date	

Mad Science of Los Angeles Sparking, Imaginative, Learning 15815 Monte St. Unit 101 Sylmar, CA 91342

Phone: 818-909-6777, x101 Fax: 818-909-6771

http://www.madscience.org/losangeles



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 contificate does not confor rights to the certificate holder in liquid conformation.

	SUBROGATION IS WAIVED, subject s certificate does not confer rights							quire an endorsement.	A statem	ent on
	PRODUCER Hylant Group Inc - Toledo				CONTA NAME:			l = w		
	Madison Ave				PHONE (A/C, No, Ext): 419-255-1020 FAX (A/C, No): 419-255-755				5-7557	
Tole	do OH 43604				È-MÁIL ADDRE	SS:				
					INSURER(S) AFFORDING COVERAGE				NAIC #	
					INSURE	RA:Philadel	phia Indemr	nity Ins Co	1	8058
INSU	RED	M&J	KI-1		INSURER B: Hartford Accident and Indemnity Company				y 2:	2357
	Kids Scientific Inc dba				INSURER C: Philadelphia Insurance Companies				6	777
	Science of Los Angeles				INSURER D :					
	5 Monte St, Ste 101 ar CA 91342				INSURER E :					
					INSURE	RF:				
COV	'ERAGES CEF	RTIFI	CATE	NUMBER: 1513044223	}			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 AFFORD										
	CLUSIONS AND CONDITIONS OF SUCH		,							,
INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
Α	X COMMERCIAL GENERAL LIABILITY	Υ		PHPK1652449		7/1/2017	7/1/2018	EACH OCCURRENCE	\$1,000,00	00

LTR		TYPE OF INSURANCE	INSD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
Α	Χ	CLAIMS-MADE X OCCUR	Υ	PHPK1652449	7/1/2017	7/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$300,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
		POLICY PRO- X LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:						\$
Α	AUT	OMOBILE LIABILITY		PHPK1652449	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	Χ	HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
С	Χ	UMBRELLA LIAB X OCCUR		PHUB583547	7/1/2017	7/1/2018	EACH OCCURRENCE	\$1,000,000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$1,000,000
		DED X RETENTION \$10,000						\$
		KERS COMPENSATION EMPLOYERS' LIABILITY		45WECBW5158	11/1/2017	11/1/2018	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Man	datory in NH)	,,				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
Α	Abu	se & Molestation		PHPK1652449	7/1/2017	7/1/2018		1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oxnard School District is and Additional Insured per form CG2026.

CERTIFICATE HOLDER	CANCELLATION
Oxnard School District 1051 S. 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  MULL WILL
	77.00

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	
Oxnard School District	
1051 S. A Street	
Oxnard CA 93030	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

#### However:

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

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

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

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

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

#### OSD BOARD AGENDA ITEM

Name of Contributor: Jan	et Penanhoat	Date of Meeting: 5/16/18
Study Session: Closed Session A-1. Preliminary A-II. Reports B. Hearings C. Consent Agenda	Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal X Facilities	
D. Action Items		
F. Board Policies	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading _	
Approval of Field Control (Penanhoat/Fateh)	ontract #FC-P18-04565 – Preci	sion Plumbing-Mechanical

Proposals were solicited for Field Contract #FC-P18-04565, Removal and Replacement of Existing Grease Interceptor in the Kitchen at Ritchen School, pursuant to the Uniform Public Construction Cost Accounting Act. One (1) proposal was received on Friday, April 27, 2018.

It is requested that the Board of Trustees approve Field Contract #FC-P18-04565 to the lowest responsible bidder, Precision Plumbing-Mechanical, who submitted the lowest responsive bid in the amount of \$16,269.00. The project will be funded through Deferred Maintenance – Ongoing Maintenance Funds.

#### **FISCAL IMPACT:**

\$16,269.00 - Deferred Maintenance - Ongoing Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P18-04565 in the amount of \$16,269.00 with Precision Plumbing-Mechanical.

#### **ADDITIONAL MATERIALS:**

Attached: Field Contract #FC-P18-04565, Precision Plumbing-Mechanical (4 Pages)

#### **MUST BE TYPEWRITTEN**

OXNARD SCHOOL DISTRICT 1051 South A Street • Oxnard, CA 93030

1051 South A Street • Oxnard, CA 93030 Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.:	
FC-P18-04565	

#### FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 5/16/18, between <u>Precision Plumbing-Mechanical</u> ("Contractor") and the Oxnard School District ("District" and, together with Contractor, "the Parties").

- A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of <u>Sixteen Thousand Two Hundred Sixty-Nine Dollars and No Cents</u> (\$16,269.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.
- B. The work to be performed by Contractor shall consist of: \*SEE ATTACHED PROPOSAL DATED 4/27/18.
- C. Contractor agrees to commence the work within \*\* calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within \*\* calendar days. All work must be completed within the time limits set forth in this Contract. \*\*Work to begin on or about June 25, 2018 & be completed by the end of the day June 29, 2018.
- D. The Parties agree that damages for Contractor's failure to complete all work within the specified time limit are impossible to ascertain but the sum of <u>One Hundred</u> Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of <u>One Hundred</u> Dollars (\$100.00) for each calendar day of delay in completion.
- E. This contract includes the terms and conditions provided hereinafter under the heading "General Conditions".
- F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.
- G. PREVAILING WAGE RATES: Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2**, **Part 7**, **Chapter 1**, **Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.
- H. FINGERPRINTING: Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

	HEREOF, the Parties have execute with the District and are made a		g all contract documents as indicated below,	
X Scope of V Specificat Drawings	Work $X$ Sub ions $X$ Cert	contractor List cificates/Liability Insurance cificates/Workers Compensation Insurance	Performance/Payment Bonds  X Purchase Order No. P18-04565  X Proposal dated 4/27/18  X Other PWC-100 DIR Registration	
	low, Contractor represents that it is at adequate evidence of current reg		ork pursuant to Labor Code Section 1771(a) of Industrial Relations is included	
Firm Name _		Date		
Signature _		Telephone	·	
Title		Fax No.		
		Contractor's	License No	
E' A 11		Fax No.		
Firm Address _		License Clas	s	
		Tax I.D. No.		
FOR DISTRICT USE ONLY				
Project Manager	Orlando De Leon, Facilities Project M	Manager Date		

Signature

Funding Source Deferred Maintenance Funds

#### **GENERAL CONDITIONS**

- 1. WORK: The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.

  2. JOB WALK/SITE VISIT: Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.

  3. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.

  4. DEFAULT BY CONTRACTOR: Contractor's failure to comply with any of the terms and/or conditions of this contract than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.

  5. TERMINATION: District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract. (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppli
- on the uncompleted work.

  Discontinue: District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.

  EXCUSABLE DELAY: District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.

  PROVISIONS REQUIRED BY LAW: Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract 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 shall forthwith be physically amended to make such insertion or correction.

  SUBCONTRACTORS: Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. Shall not be construed as creating a contractual relationship between the District and any subcontractor.

  PAYROLL RECORDS: Contractor shall be responsible for compliance with Labor Code Section 1776 regarding payrol

#### place of business. 14. HEALTH AND SAFETY:

- 14. HEALTH AND SAFETY:

  a. Safety Standards: Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. The poly of District is to promote safety practices that minimize personal injury and optential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall inmediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is certified to any time extension to complete work under the contract and shall be liable for any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the contract or shall not be on the part of the contractor of any resulting in the protection, to assess Contractor a fine at one hundred dollars per day for failure to timely correct any unsafe practice or situation is written the sole discretion of the District.

  b. Drug and Alcohol Use: Contractor shall incomplement o Safety Standards: Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from

- hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.

  17. PROTECTION OF WORKWERS, PROPERTY AND WORK: Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of

- nazaros of the substance and ensure that such person(s) follow proper handling and protection procedures.

  17. PROTECTION OF WORKWERS, PROPERTY AND WORK: Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warn8ing against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.

  18. DAMAGE TO DISTRICT PROPERTY: Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.

  19. HOLD HARMLESS: With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from.

  2. Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, b
- other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 for e aggregate

- b. Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.

  c. Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.

  21. BONDS: District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract as Contractor's bonds.

  22. WORKERS:

- 22. WORKERS:
  a. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
  b. Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.

  23. SUPERVISION: Contractor shall provide competent supervision of all its employees engaged in performance of this contract.

  24. CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT: While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.

  25. PERMITS AND LICENSES: Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.

  26. OCCUPANCY: District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- specified for completion.

  27. ASSIGNMENT: Contractor shall not assign any of its duties or responsibilities under the terms of the contract.

- Specified for completion.

  27. ASSIGNMENT: Contractor shall not assign any of its duties or responsibilities under the terms of the contract.

  28. BRAND OR TRADE NAMES: When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's judgment will qualify as a substitute or or or equal product, at least two trade names will be listed. Exact compliance with specified by only one brand name or names in the specification is specified by only one brand name or trade name, the District season of the contract price is seaded to the District season of the contract price is seaded to substitute item is equal to the item specified on the requirement of such amount or a product price is season of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the retention amount allowed by law for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that for provide to District awaiver and the subcontractor; fary, engaged in the work in the form prescribed by Civil Code section 3262.

  30. ANTI-DISCRIMINATION: Contractor, and any subcontractor, first priviled to District awaiver and limited to the
- anaterials. Contractor shall make no changes in the work without specific prior written authorization by means of a 'change order' from the District permission.

  33. CHANGES: Contractor shall make no changes in the work without specific prior written authorization by means of a 'change order' from the District. Contractor shall not submit a claim for an adjustment of the contract, price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing before execution of the work.

  34. INTEGRATION CLAUSE: This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.

  35. CONTRACTOR'S LICENSE NOTICE: Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

  36. NOTICE: Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party, as necessary.

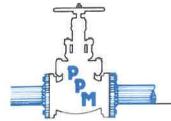
  37. ATTORNEY'S FEES: In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts

- document shall be deemed void and of no consequence.
  39. SEVERABILITY CLAUSE: If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are

- severable.

  40. KEYS: Contractor shall comply with the sign the District's CONTRACTORS KEY ISSUE/SECURITY AGREEMENT prior to commencement of work.

  CINCERDIBITING: Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



### PRECISION Plumbing-Mechanical

5350 Gabbert Road • Moorpark, CA 93021 • (805) 529-4748 • fax (805) 529-5433

## Proposal

		Page No. of	Pages	
PROPOSAL SUBMITTED TO		PHONE	DATE	
Oxnard School District - Orlando De Leon			4-27-18	
STREET		JOB NAME Ritchen School Grease Interceptor		
CITY, STATE AND ZIP CODE		JOB LOCATION 2200 Cabrillo Way, Oxnard, CA 93030		
ARCHITECT	DATE OF PLANS	odeleon@oxnardsd.org	JOB PHONE	

We hereby propose to furnish in accordance with specifications below, or on attached pages, all labor and materials necessary to complete the following:

We propose to provide the labor and materials needed to complete the replacement of one (1) JR Smith.#8200 series grease interceptor and related piping at the above referenced location. We have received no addenda to date.

#### SEE ATTACHMENT "A" FOR ITEMS INCLUDED & EXCLUDED

WE PROPOSE hereby to furnish material and labor — complete in accordance wi Sixteen Thousand Two Hundred Sixty Nine Dollars & NO/	
Monthly progress payments; Net 15 days invoice.	
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.	Authorized Signature  Note: This proposal may be withdrawn by us if not accepted within 15 days.
ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.	Signature
Date of Acceptance:	Signature

## Attachment "A" PROPOSAL #12499

#### The following items are included in this proposal:

- No hub cast iron pipe and fittings with standard CISPI 310 no hub couplings.
- Demolition of existing floor, grease interceptor and related piping needed for replacement.
- Jetting of existing grease waste piping, ten feet downstream of grease interceptor and all piping from fixtures to grease interceptor.
- Installation of new JR Smith 8200 series grease interceptor with regularly furnished options and extension as required. (5-6 week lead time)
- Replacement of floor tile as required.
- All work to be performed during the regular business hours of 7:00 AM through 3:30 PM Monday through Friday.

#### The following items are excluded from this proposal:

- Off hours work including weekends and holidays.
- Performance and payment bonds.
- Permits.
- All electrical work needed for plumbing equipment including any low voltage electrical.

#### OSD BOARD AGENDA ITEM

Name	of Contributor: Robi	n Freeman	Date of Meeting: 5/16/18		
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement Ca Academic EnrichmeX Special E Support S Personne Legal Facilities	c ent Education Services el		
D. F.	Action Items Board Policies	1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading		
Ratific	ation of Agreement	_	ca School (Freeman/Sugden)		
2017-2 progra specific	Requesting ratification for Non-Public School (NPS) services for Student IH081410, for the 2017-2018 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.  Student: IH081410				
FISCA	L IMPACT:				
Tuition	:	\$176.00 per diem x 67 (Including 20 days of	7 days = \$11,792.00 Extended School Year)		
Speecl	h & Language:	\$128.00/hour x 6.25 h	iours = \$800.00		
Transp	oortation:	\$38 Round trip daily ra	ate, for 67 days = \$2,546.00		
Grand	Total:	<b>\$15,138.00</b> – Special	Education Funds		
RECO	MMENDATION:				

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-295 with Casa Pacifica School, NPS, in the amount not to exceed \$15,138.00.

#### **ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-295, Casa Pacifica School (4 Pages)



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

#### AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

#### AGREEMENT #17-295

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of May 2018, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

#### WITNESSETH:

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

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

#### Student: IH081410

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

- 1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
- 2. Services shall be provided for the **2017-2018** school year at a daily rate of \$176 for 67 days; this includes 20 days of extended school year through July 12, 2018; Speech & Language at a rate of \$128 an hour for 6.25 hours; and \$38 daily rate for round trip transportation; services not to exceed **\$15,138.00**.
- 3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



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

#### AGREEMENT #17-295 Page 2

- 4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
- 5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.
- 6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.
- 7. The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.
- 8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).
- 9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed <u>\$15,138.00</u>. for **Student: IH081410** 

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



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

#### AGREEMENT #17-295 Page 3

- 11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.
- 12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.
- 13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.
- 14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



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

#### AGREEMENT #17-295 Page 4

IN WITNESS WHER written.	REOF, the parties hereto have set their hands on the day and year first above
Date	Lisa A. Franz, Director, Purchasing Oxnard School District
Date	Michael Redard, Chief Financial Officer Casa Pacifica School, Nonpublic, Nonsectarian School

#### **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat	Date of Meeting: 5/16/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category:  Academic Enrichment Special Education Support Services Personnel Legal X Facilities
SECTION D: ACTION	
SECTION F: BOARD POLICIES 1st Re	ading 2 <sup>nd</sup> Reading
Rincon Consultants Inc. to provid	er #6 ("WAL #6") for Agreement #13-131 for e Environmental Support Services for the rgarten Flex Projects (Penanhoat/Fateh/CFW)
On April 10, 2019, the Notice to Process	d was issued to Viola Inc. to bogin construction

On April 19, 2018, the Notice to Proceed was issued to Viola Inc., to begin construction at the Brekke, McAuliffe and Ritchen Kindergarten Flex projects. It was determined that there would be 300-500 cubic yards of export soils that would need to be tested for contaminants per location. This WAL will establish Rincon Consultants Inc., as the hygienist for the projects to provide environmental support on a per-need basis.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: #13-131
Work Authorization Letter: #6

Consultant: Rincon Consultants Inc.

Date Issued: 5/16/18

#### FISCAL IMPACT

Work Authorization Letter #6 to Agreement #13-131 includes as-needed environmental support services for a not to exceed fee of <u>Fifteen Thousand Dollars and Zero Cents</u> (\$15,000.00) to be paid out of Master Construct and Implementation Funds.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #6 to Agreement #13-131 with Rincon Consultants Inc. to provide environmental support services for the Brekke, McAuliffe and Ritchen Kindergarten Flex Projects.

#### **ADDITIONAL MATERIAL**

#### Attached:

- Work Authorization Letter #6 (1 Page)
- Proposal dated April 27, 2018 (4 Pages)
- Master Agreement #13-131 (53 Pages)

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AND SCHOOL	DL DIS

WORK AUTHORIZATION LETTER	
GENERAL INFORMATION	

PROJECT #:

5/16/2018

SITE NAME: Brekke, McAuliffe and Ritchen E.S.

DATE: DSA#

**MASTER AGREEMENT #:** 13-131

OPSC#

WAL#:

VENDOR ID:

#### **PURSUANT TO MASTER AGREEMENT BETWEEN:**

DISTRICT CONSULTANT OXNARD SCHOOL DISTRICT Firm Name: Rincon Consultants Inc. 1051 South A Street 180 North Ashwood Avenue Street: Oxnard, CA 93030 City, State, Zip: Ventura, CA 93003 (805) 385-1501 Phone: (805)644-4455

#### SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Rincon Consultants Inc. will provide environmental support services to lead the monitoring and oversight activities for the projects. Consultant will collect soil samples from each site up to 4 ft. below surface grade and perform tests by a California certified laboratory. Samples will be analyzed for the following constituents; volitile organic compounds, total petroleum hydrocarbons fuel fingerprint, 17 CCR metals and organochlorine pesticides by EPA. Borings will be logged in the field for sediment type, contaminants, or other notable features. Soil boring logs will be prepared and classified pursuant to USCS protocol. Consultant will also prepare a report summarizing the results of the analyses that will be stamped by a California Professional Geologist for each school. The reports will be used to evaluate if the soil in the vicinity of the classrooms is suitable for kindergarten students; whether any special precautions will need to be followed by construction workers installing the classrooms; and to evaluate if the soil is suitable for re-use at another school construction site. (ATTACH ADDITIONAL PAGES AS NECESSARY)

#### SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

**START DATE:** 4/27/2018 **COMPLETION DATE:** 5/11/2018

FIXED FEE AMOUNT: Not to Exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00)

This fee amount is based upon Consultant's proposal dated 4/27/2018

and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

#### IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT			CONSULTANT	
OXNARD SCHOOL DISTRICT	со	NSULTANT		
(SIGNATURE)	(DATE)		(SIGNATURE)	(DATE)
	FOR DISTRICT (	JSE ONLY		
PROJECT MANAGER: Mario Mera	PR	EPARED BY: Chris	Yafuso	
P.O. #	P.C	). AMOUNT:		
SOURCE OF FUNDS: MEASURE "R"	DEF. MAINT	. DEV. FEES	Master Construct &	
COST ID: 6271			Implementation Funds	
(PM APPROVAL SIGNATURE)			(DATE)	
SPECIAL INSTRUCTIONS:				



#### Rincon Consultants, Inc.

180 North Ashwood Street Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com www.rinconconsultants.com

April 26, 2018 (Revised 4/27/18) Project 18-05875

Jennifer MacIsaac Caldwell Flores Winters, Inc. 1901 S. Victoria Ave. #106 Oxnard, CA 93035

Via email: jmacisaac@cfwinc.com

Proposal to Conduct Soil Sampling at Norman R. Brekke, Christa McAuliffe, and Emilie Richen Elementary Schools, Oxnard, California - REVISED

Dear Ms. MacIsaac:

Rincon Consultants (Rincon) is pleased to submit this revised proposal to perform soil sampling at three Oxnard School District elementary schools. Rincon understands that portable classrooms are to be installed, one portable classroom on each of the three elementary school sites. The intent of this proposal is to conduct soil sampling in advance of mobilization and installation of the portable classrooms. The sampling will be used to evaluate if the soil in the vicinity of the classrooms is suitable for kindergarten students; whether any special precautions will need to be followed by construction workers installing the classrooms; and to evaluate if the soil is suitable for re-use at another school construction site. For the purposes of this proposal, we assume that the sampling to be conducted at a fourth campus, Ramona Elementary School, will be performed at a later date, and that cost of this work will be considered as an 'Option' for later approval.

### Scope of Work

#### Soil Sampling

We will use a hand auger to collect soil samples from each site. For general budgetary purposes, we have assumed that two soil borings will be advanced to up to four feet below surface grade. Samples will be analyzed by a California certified laboratory. The following tasks will be performed as part of the soil sampling program.



#### Health and Safety Plan

Rincon's Health and Safety Plan outlines the measures to be followed to minimize exposure to onsite workers and the public. This document will be prepared prior to the commencement of field work. This document is required by Federal law.

#### **Utility Notification**

We understand that the Underground Service Alert (USA) utility notification has already been performed, and that Rincon does not need to notify the utility notification service.

#### Assessment Areas

We will advance up to two soil borings at each of the three school sites for this assessment. The borings will be advanced with a hand auger to depths of up to four feet below grade. Soil samples will be collected at 0.0-0.5 foot below grade, 1.5-2.0 feet below grade, and 3.5-4.0 feet below grade at each location. The borings will be terminated if refusal or groundwater is reached before the borehole reaches 4.0 feet below grade. Soil matrix samples will be analyzed for the following constituents:

- Volatile organic compounds (VOCs), analysis by EPA method 8260B.
- Total petroleum hydrocarbons fuel fingerprint, EPA 8015 or 8260B
- 17 CCR metals
- Organochlorine pesticides by EPA method 8081A

For budgetary purposes, we have assumed that the 0.0-0.5 and 1.5-2.0 foot deep samples will be analyzed for these constituents and the 3.5-4.0 foot deep samples will be put on hold pending the results of the other two samples. If contaminants are detected in the shallow samples, then we will discuss this with Client to determine if any of the deepest samples warrant analysis. For budgetary purposes, we are assuming that 4 soil matrix samples from each school will be analyzed for the constituents listed above.

The soil borings will be logged in the field for sediment type, contaminants, or other notable features. Soil boring logs will be prepared. The sediments will be classified pursuant to Unified Soil Classification System (USCS) protocol.

#### **Report Preparation**

Following completion of the field work and receipt of the analytical results, we will prepare a report that summarizes the results of the analyses, presents soil boring logs, depicts sampling locations, tabulates the analytical data, and compares the results to contaminant thresholds.



The report will be prepared and stamped by a California Professional Geologist. We will prepare one report for each school site.

#### Schedule and Cost

We have calculated the cost to complete the sampling as proposed here. This cost (\$4,714) is developed for each school site. We understand that three school sites are to be currently sampled, so the total cost is \$14,142. The option to perform similar sampling at Ramona Elementary School is herein considered as option to be approved at a later date at the perschool cost shown above. We are prepared to start with this project immediately upon your authorization. The samples will be analyzed on an expedited turnaround basis of 3 working days. We will have a draft report prepared within one week of receipt of the laboratory data.

The work described in this proposal will be performed in accordance with the existing contract between Rincon and Caldwell Flores Winters, Inc. The cost for this project is listed in Table 1.

Our scope of work and cost for the soil sampling has incorporated the following assumptions:

- Rincon is not responsible for any damages to underground improvements not clearly or accurately marked by the property owner.
- Rincon will not be responsible for notifying the utility clearance service and all utility clearances will have been done prior to Rincon doing its sampling.
- The subsurface is amenable to drilling using the method described in this proposal and the sampling can be completed in the specified timeframes.
- There will be no delays caused by inclement weather.
- Site access will be secured by property owner and all areas of the site will be accessible during our sampling.
- Laboratory analysis costs are based on an expedited turnaround basis (3 working days).
- The soil cuttings will be used to backfill the sampling boreholes.

#### Authorization

To authorize this proposal, please provide us a work order referencing this proposal.





We sincerely appreciate your consideration of Rincon Consultants for this project. If you have any questions or would like any additional information, please contact us.

Sincerely,

RINCON CONSULTANTS, INC.

Ed Morelan, PG, CEG

El Muela

Principal / Senior Engineering Geologist

Table 1 - Cost Breakdown Per School Site

Item	Unit	Cost per Unit	Number of Units	Subtotal
	Soil Sam	pling		
Health and Safety Plan	Lump Sum	\$150	1	\$150
Project Environmental Scientist	Task	\$500	1	\$500
Miscellaneous Equipment: sampling equipment and vehicle	Task	\$200	1	\$200
1 2 12 1			Subtotal	\$850
	Sample An	alysis*		-
VOCs, EPA 8260B	Sample	\$118	4	\$472
TPH- fuel fingerprint	Sample	\$113	4	\$452
17 CCR Metals	Sample	\$138	4	\$552
Organochlorine Pesticides	Sample	\$122	4	\$488
			Subtotal	\$1,964
Report and Project Management				
Report Preparation and Project	Lump Sum	\$1,900	1	\$1,900
Management				
			Subtotal	\$1,900
Tota	Cost For Eac	h School Site	e Evaluated	\$4,714

<sup>\*</sup>Note: Sample Analysis will be performed on a 3-business-day turnaround basis. Costs presented include a 30% markup for this expedited turnaround.

# OXNARD SCHOOL DISTRICT AGREEMENT FOR CONSULTANT SERVICES (MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)

This Agreement for Consultant Services ("Agreement") is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** ("Consultant") with a business address at 180 North Ashwood Avenue, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

#### **RECITALS**

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District's sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

#### **OPERATIVE PROVISIONS**

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

- 1. **Incorporation of Recitals and Exhibits**. The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter ("WAL") which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
- 3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
- 4. Agreement, Scope of Work, and Assignment of Projects. District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the "Services") pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in Exhibit A, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

- 5. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
- 6. **Time for Performance**. The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 7. Additional Services. Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
- 8. Compensation and Method of Payment. This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit B "Compensation".

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

#### 9. Responsibilities of Consultant:

- a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.
- b. The specific Services of Consultant to be performed shall be indicated in the WAL.
- c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.
- d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

#### 10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
- c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
- e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
- 11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
- 12. **Termination**. This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
  - a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

- 13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
- 14. **Inspection and Final Acceptance**. District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
- 15. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
  - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
- 16. Ownership of Documents. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
- 17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
- 18. Consultant's Books and Records. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
- 19. **Independent Contractor**. Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.
  - a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
  - b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
- 20. Standard of Performance. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

- described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").
- 21. Confidential Information. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:
  - a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.
  - b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.
- 22. Conflict of Interest; Disclosure of Interest. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.
  - a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [\_\_\_\_] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.
- 23. Compliance with Applicable Laws. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.
- 24. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
- 25. **Non-Discrimination**. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
- 26. **Disabled Veteran Business Enterprise Participation**. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
- 27. **Assignment**. The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
- 28. **Subcontracting**. Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

- 29. **District Administrator. Lisa Franz** shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
- 30. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.
  - a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.
- 31. **Indemnification**. To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.
  - a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.
- 32. **Insurance**. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.
- 33. **Notices**. All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District

1051 South A Street Oxnard, California, 93030 Attention: Lisa Cline

Assistant Superintendent, Business & Fiscal Services

Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.

Oxnard School District Program Manager

6425 Christie Ave., Suite 270 Emeryville, California 94608 Attention: Yuri Calderon

T: 510-596-8170

Email: ycalderon@cfwinc.com

To Consultant:

Rincon Consultants, Inc. 180 North Ashwood Avenue

Ventura, CA 93003 Attention: Stephen Svete T: (805) 644-4455

Email: svete@rinconconsultants.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

- 34. **Excusable Delays**. Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
- 35. Entire Agreement; Binding Effect. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 36. **Amendment**. No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 37. Waiver. Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 38. Governing Law. This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. Severability. If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **Authority to Execute**. The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:	RINCON CONSULTANTS INC.:
Signature G. Franz	Signature
Lisa A. Franz, Director, Purchasing Typed Name/Title	STEPHEN SVETE, AICP/V. F. Typed Name/Title
11-20-13	10-31-2013
Date	Date
Tax Identification Number: 95-6002318	Tax Identification Number: 77-0390093

Not Project Related
☑ Project #13-131

### EXHIBIT A TO AGREEMENT FOR CONSULTANT SERVICES #13-131

#### WORK AUTHORIZATION PROCEDURES

#### 1. Assignment of Work Authorization

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal ("RFP") for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. <u>Evaluation of Proposal:</u> District's Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. <u>Selection of Consultant:</u> Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter ("WAL") to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. <u>Close Out of WAL Services:</u> Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant's invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

Not Project Related
☑ Project #13-131

INSPIRE . E4.	WORK AUTHORIZATION LETTER (WAL)				
	GENERAL INFORMATION				
Emproceing to Acknow	PROJECT #:			DATE:	
All Children Englishmen	SITE NAME:			DSA #:	
	MASTER AGREEMENT #:			OPSC#:	
***O SCHOOL DIS*	WAL #:			VENDOR ID:	
	PURSUANT	TO MASTER	R AGREEMENT BETWEEN	l:	
	DISTRICT			CONSULTANT	
ИХО	IARD SCHOOL DISTRICT		Firm Name:		
	1051 South A. St.		Street:		
	Oxnard , CA 93030		City, State, Zip:		
	(805) 385-1501	ICEC TO DE E	Phone:	CAAA	
	SCOPE OF SERV	ICES TO BE F	ERFORMED UNDER THIS	SWAL	•
		(ATTACH ADD'L P	AGES AS NECESSARY)		
	SCHEDULE OF SER	RVICES TO BE	PERFORMED UNDER T	HIS WAL	
START DATE:			COMPLETION DATE:		
	FIXED FEE AMO	I IAIT.			
	FIXED FEE AIVIO	ONT:		<del> </del>	
This fee amount is based o	upon Consultant's proposal da	ted	, and subsequent negotiat	tions mutually agreed to by a	ll parties.
Agreement. This WAL des completion of Services, an This WAL and associated I and such terms, condition Master Agreement wheth	art of the Master Agreement is cribes in detail the Consultant of other provisions required to Master Agreement hereby sups, and other provisions are nuler or not they are directly super EPARTIES HAVE AGREED TO A	s specific scope clearly indicate ersede any and I and void and o erseded by this	of Services, agreed upon lume the required Services, and te all terms, conditions, and other are not incorporated to any ex WAL and/or the associated N	p sum fixed fee, agreed upor orms of this WAL. her provisions of the Consulta extent as part of this WAL and faster Agreement.	n schedule for unt's proposal,
	DISTRICT			CONSULTANT	
ΛΧΟ	IARD SCHOOL DISTRICT		CONSULTANT:		
(SIGNATUR	E)	(DATE)	(SIGNATURE)		(DATE)
		FOR DISTRI	CT USE ONLY		
PROJECT MANAGER:			PREPARED BY:		
PO #:					
SOURCE OF FUNDS:	□ MEASURE "R" □ DEF. MA	AINT. DEV. F	EES OTHER:		
COST ID:				······································	
(PM APPRO)	/AL SIGNATURE)		(DATE)		
SPECIAL INSTRUCTIONS:	, , , , , , , , , , , , , , , , , , ,		, ,		

### EXHIBIT B TO AGREEMENT FOR CONSULTANT SERVICES #13-131

#### COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Document/Study	Estimated Costs
Initial Study – Mitigated Negative Declaration	\$15,000 - \$80,000
Environmental Impact Report	\$40,000 - \$200,000
Phase I Environmental Site Assessment	\$2,500 - \$3,200
Preliminary Environmental Assessment	\$16,000 - \$21,000
Pipeline Study	\$3,000 - \$5,000
Geotechnical Study	\$25,000 - \$40,000

CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.

Professional, Technical, and Support Personnel	Rate
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour

Professional, Technical, and Support Personnel	Rate
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

Not Project Related
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- II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.
- III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:
  - A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.
  - B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.
  - C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.
  - D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.
- IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See <a href="Exhibit G">Exhibit G</a> for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:
  - A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
  - B. Acceptable back-up for billings shall include, but not be limited to:
    - a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
    - b. Records for all supplies, materials and equipment properly charged to the Services.
    - c. Records for all travel pre-approved by District and properly charged to the Services.
    - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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- V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.
- VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Not Project Related
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### EXHIBIT C TO AGREEMENT FOR CONSULTANT SERVICES #13-131

#### **INSURANCE**

- I. <u>Insurance Requirements</u>. Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:
  - A. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as:
- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
  - (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
  - (3) Insurance coverage should include:
    - 1. owned, non-owned and hired vehicles;
    - 2. blanket contractual;
    - 3. broad form property damage;
    - 4. products/completed operations; and
    - 5. personal injury.
  - (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants,

\$1,000,000

Nurses, Therapists

Architects

\$1,000,000 or \$2,000,000

Physicians and Medical Corporations

\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related	
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A. <u>All Policies</u>. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

#### B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

- (1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.
- (2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.
- (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.
- III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
- B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

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# EXHIBIT D TO AGREEMENT FOR CONSULTANT SERVICES #13-131

#### CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Lisa A. Franz

Director, Purchasing

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# EXHIBIT "E" TO AGREEMENT FOR CONSULTANT SERVICES #13-131

# BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours <u>must</u> 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 <u>prior to</u> the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

- 1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
- 2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: SPEPHEN SIETE

Title: VICE PRESIDENT

#### AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10 - 31 - 2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature:

By: STEPHEN SVETE

Its: NICE PRESIDENT

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# EXHIBIT "F" TO AGREEMENT FOR CONSULTANT SERVICES #13-131

#### SCOPE OF SERVICES- CEQA/DTSC COMPLIANCE

# The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

#### 1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
  - i. Introduction of District staff and consultant's representatives who will perform the work
  - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
- iii. Discussion of preliminary calendar of events
- iv. Discussion of preliminary distribution list for notices and CEQA documents
- v. Discussion of preliminary budget

#### 2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
  - i. Date due
  - ii. Date complete
- iii. Description of event
- iv. Responsible party
- v. Related documents and activities

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#### 3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
  - i. High Voltage Power Transmission Lines
  - ii. Airports
- iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
- iv. Railroads
- v. Pressurized Gas, Gasoline, or Sewer Pipelines
- vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
- vii. Major Roadways
- viii. Tsunami, Flood, and Dam Inundation
- ix. EMF Frequencies

#### 4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
  - i. The Initial Study shall include:
    - Introduction & Environmental Setting Purpose of study & general description of existing geographic character and immediate site vicinity.
  - Environmental Impact Analysis Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

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#### 5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

#### 6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

#### 7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
  - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
  - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
- iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
- iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
  - ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
  - x. Noise
    - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
    - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
  - xi. Population and Housing
    - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
    - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
  - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
  - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
- The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
  - Cumulative impacts
  - Growth inducing impacts
  - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
  - Unavoidable adverse impacts
  - Alternatives Analysis the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

#### 8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

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#### 9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

#### 10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

#### 11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

#### 12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

#### 13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
  - i. Summary of work completed during the previous month as it relates to the work schedule

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

#### 14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

#### 15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

#### 16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

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# EXHIBIT "G" TO AGREEMENT FOR CONSULTANT SERVICES #13-131

#### INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:		
Project No: [INSERT P	OJECT NAME]	
Consultant: Rincon Consultant	Inc. ("Rincon")	
	for review by the District's Program Manager, Cald ssistant Superintendent of Business Services, Lisa Cline.	well
accurate reflection of the work pecompleted for the phase identified	of Rincon, hereby certifies that the invoice submitted is a true formed to date, is an accurate representation of the percent vin the invoice, and that the invoice submitted does not include reviously paid, or rejected by the District and/or CFW.	vork
Rincon Consultants, Inc.	Date	
The invoice has been reviewed by t	e following and is recommended for payment:	
Caldwell Flores Winters, Inc.	Date	
Oxnard School District Lisa Cline, Assistant Superintender Business and Fiscal Services	Date	

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CONSULTANT/VENDOR PROGRESS BILLING FORM

Caldwell Flores Winters, Inc. (CFW)
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com) 9

New Const./Modernization **VENDOR NAME** Billing Period of Invoice Project Name/Site Purchase Order # Date of Invoice Invoice # Project # INVOICE #:
PERIOD COVERED:
PO #: SUBCONTRACTOR: PREPARED BY: PROJECT TYPE: PROJECT #: EMAIL: PHONE #: FAX #: PROJECT: DATE:

New Timerans grown strong from the morths green column line fills spinm

			BASE CONTRACT BILLING FORM	BILLING FORM					
						COST	TOTAL		
					% TO	COMPLETED	PREVIOUS   % THIS	% THIS	
ITEM#	COST CODE	CONTRACT	CONTRACT SCOPE	COST	DATE	TO DATE	BILLINGS	PERIOD	BILLINGS PERIOD CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FE	%0	#VALUE!	0	#VALUE!	#VALUE!
2	COSTID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	%0	#VALUE!	0	#VALUE!	#VALUE!
		SUBTOTALS		#VALUE!	#VALUE!	#VALUE!	\$0.00	\$0.00 #VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS #VALUE!	
TOTAL DUE THIS INVOICE #VALUE!	

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# 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.
- that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do 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.

- percentages will change automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % First Billing. 5 IMPORTANT! When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) 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.9% 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 (middlestadt@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.
  - pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor processing of payment.
- Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions 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. regarding billing values, or any other information required, prior to submitting a billing. NOTE:



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 10/31/2013

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

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

certificate holder in lieu of such endorse			-			Un this	COLUMNATA CIORS HOL CO.		Aures m file
PRODUCER				CONTACT NAME					
LEGENDS ENVIRONMENTAL INS.SVCS,LLC 2165 N GLASSELL STREET ORANGE, CA 92865				PHONE	Ext)·		FAX (A/C, No):		
				PHONE (A/C, No E-MAIL ADDRES	S.		I (PVO, NO).		
				Unet		URER(S) AFFOR	DING COVERAGE		NAIC#
LICENSE #0C79875				INSURER(S) AFFORDING COVERAGE INSURER A: AMERICAN SAFETY INDEMNITY COMPANY				A IX	
INSURED				INSURER B:					
RINCON CONSULTANTS, INC.				INSURE	२ C:				
180 NORTH ASHWOOD AV		Έ		INSURE	٦ D:				
VENTURA, CA 93003				INSURE	3 E:				
				INSURE					
			NUMBER: 107184	1			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUESTIFICATE MAY BE ISSUED OR MAY PROJUCT OF SUCH POLICIES OF SUCH PO	UIREI RTAII DLICIE	MENT N, T S. LII	T, TERM OR CONDITION OF THE INSURANCE AFFORDED	F ANY C	CONTRACT OF HE POLICIES I EEN REDUCE!	R OTHER DOO DESCRIBED H D BY PAID CLA	CUMENT WITH RESPECT THEREIN IS SUBJECT TO AIMS.	TO WH	ICH THIS
	ADDL S	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	5	
A GENERAL LIABILITY	X	X	ENV030030-11-01		9/22/2011	9/22/2014	EACH OCCURRENCE	\$	3,000,000
X COMMERCIAL GENERAL LIABILITY		1			1		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
CLAIMS-MADE X OCCUR	į		!	1			MED EXP (Any one person)	\$	10,000
X CONTRACTORS POLL	į		I				PERSONAL & ADV INJURY	\$	3,000,000
X XCU		i	İ	l			GENERAL AGGREGATE	\$	4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	4,000,000
X POLICY PRO-								\$	
A AUTOMOBILE LIABILITY	Х	Х	ENV030030-11-01		9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
ANY AUTO		!	,,,	3/22/2014	BODILY INJURY (Per person)	\$			
ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	s		
X HIRED AUTOS X AUTOS					PROPERTY DAMAGE (Per accident)	\$			
	_							\$	
A UMBRELLA LIAB OCCUR			ENU030031-13-03		9/22/2013	9/22/2014	EACH OCCURRENCE	\$	5,000,000
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DED X RETENTION \$ 10,000	_	_						\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATU- OTH- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	1					E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below	į l		r 					\$	
A	Х	Х	ENV030030-11-01		9/22/2011	9/22/2014	RETRO DATES: 12/9/94,		3.
PROF LIABILITY/ CLMS MDE							4,000,000 AGG. 3,000,0	00 EA	OCC (PL)
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (At								
OXNARD SCHOOL DISTRICT, AND ITS									
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REQUIRED BY WRITTEN CONTRACT.	. REI	FER	E ENDORSED AND STATE THE CO	HED, F	HIMARY & !	WAIVER EN	IDUHSEMENTS ATTAC	OR FIT	IER PARTY TO THE
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AGREEMENT, REDUCED IN COVERAGE OR IN LIMITS EXC	oeri A	r I ER	SUDATO PHICK WHILLEN NOTICE	. pt CERT	WAIL, HETU	TIN NEVERT HEC	JOEGILU, FIAS BEEN GIVEN TO UI	ornici.	
CERTIFICATE HOLDER				CAN	CELLATION	1			
OXNARD SCHOOL DISTRICT				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
OXNARD, CA 93030	1051 SOUTH A STREET OXNARD, CA 93030				AUTHORIZED REPRESENTATIVE				

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POLICY NUMBER: ENV030030-11-01 INSURED: RINCON CONSULTANTS, INC.

CG 20 10 07 04

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations				
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.					
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: ENV030030-11-01 INSURED: RINCON CONSULTANTS, INC.

CG 20 37 07 04

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown	above, will be shown in the Declaration

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ENV 98 036 11 04

#### PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where Specified by written contract
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: ENV030030-11-01

NAMED INSURED: RINCON CONSULTANTS, INC.

ENV 98 031 11 07

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASIC - ENV 01 031 11 07 ... ENV 01 031 11 07

#### **ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION**

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:

1. "Professional services" on or in connection with the Project;

- 2. Modifying or changing the Project specifications without the express written consent of the insured; and
- 3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

**RE: All Operations** 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MWDD/YYYY) 10/31/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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). CONTACT Debbie Irwin PHONE (A/C. No. Ext): (805) 585-6732 FAX (A/C, No): (805) 585-6832 TWIW Insurance Services LLC - #0E52073 E-MAIL ADDRESS: dirwin@twiw.com 196 S. Fir Street NAIC # INSURER(S) AFFORDING COVERAGE PO Box 1388 10836 INSURERA: Golden Eagle Ins Corp. CA 93002-1388 Ventura 39217 INSURER B :QBE Ins Corp INSURED INSURER C: Rincon Consultants Inc. INSURER D: 180 N. Ashwood Ave. INSURER E: CA 93003 INSURER F Ventura **REVISION NUMBER:** CERTIFICATE NUMBER:13/14 AU/WC 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, COVERAGES EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR TYPE OF INSURANCE POLICY NUMBER EACH OCCURRENCE DAMAGE TO RENTED GENERAL LIABILITY PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY MED EXP (Any one person) OCCUR CLAIMS-MADE PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER: PRO-POLICY COMBINED SINGLE LIMIT (Ea accident) 1,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) Х ANY AUTO **BODILY INJURY (Per accident)** 12/17/2012 12/17/2013 Α ALL OWNED AUTOS SCHEDULED BA1078780 PROPERTY DAMAGE (Per accident) AUTOS NON-OWNED HIRED AUTOS Underinsured motorist BI single EACH OCCURRENCE UMBRELLA LIAB **OCCUR** \$ **AGGREGATE** FXCESS LIAB CLAIMS-MADE RETENTION \$ DED X WC STATU-TORY LIMITS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A 2/1/2014 2/1/2013 1,000,000 E.L. DISEASE - EA EMPLOYEE EOB0201324 (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT | \$" DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AUTO: Oxnard School District and its repective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Oxnard School District 1051 South A Street AUTHORIZED REPRESENTATIVE Oxnard, CA 93030

ACORD 25 (2010/05)

INS025 (201005).01

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David Shore/SHAROS

#### COMMERCIAL AUTO GOLD ENDORSEMENT

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

#### SECTION II - LIABILITY COVERAGE

#### A. COVERAGE

#### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

in

#### 2. COVERAGE EXTENSIONS

#### a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

#### SECTION III - PHYSICAL DAMAGE COVERAGE

#### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.
  - b. The most we will pay for "loss" in any one "accident" is the smallest of:
    - (1) \$50,000
    - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 6. Rental Reimbursement Coverage

based per with for We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 day, and will only be allowed for a period of time it should take to repair or replace the vehicle reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

if "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not provided under paragraph 4. Coverage Extension. already

#### 7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured -Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

#### B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

- 4. We will not pay for "loss" to any of the following:
  - a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Equipment designed or used for the detection or location of radar.
  - c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

#### D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

#### SECTION IV. BUSINESS AUTO CONDITIONS

#### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

#### 2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1.**Who is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

#### **B. GENERAL CONDITIONS**

9. is added

#### 9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

#### COMMON POLICY CONDITIONS

- 2.b. is replaced by the following:
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.

## **BUSINESS AUTO COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section  $\mathbf{V}$  – Definitions.

#### SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol		Description Of Covered Auto Designation Symbols
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Li- ability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No- Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Un- insured Motor- ists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

# B. Owned Autos You Acquire After The Policy Begins

- If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

# C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

- "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. "Mobile equipment" while being carried or towed by a covered "auto".
- Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

#### SECTION II - LIABILITY COVERAGE

#### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

#### 1. Who is An insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

#### 2. Coverage Extensions

#### a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

#### b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as nofault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

#### **B. Exclusions**

This insurance does not apply to any of the following:

#### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

#### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

#### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

# 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### 5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

#### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

# 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### 9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

#### 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto": and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

#### SECTION III - PHYSICAL DAMAGE COVERAGE

#### A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:
  - a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### b. Specified Causes Of Loss Coverage

Caused by:

- Fire, lightning or explosion;
- (2) Theft:
- (3) Windstorm, hail or earthquake;
- (4) Flood:
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

#### c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### 2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### 3. Glass Breakage - Hitting A Bird Or Animal -Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal;
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### 4. Coverage Extensions

#### a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

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#### b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- rebellion, revolution. (3) Insurrection, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
- 4. We will not pay for "loss" to any of the follow-
  - Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
  - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system;
  - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
- 5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

#### SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

#### A. Loss Conditions

#### Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

#### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

# 4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

# 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

#### **B.** General Conditions

#### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

#### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

# 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

#### 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own.
  - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

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d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- **b.** Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
  - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

# 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

#### **SECTION V - DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
  - Any request, demand, order or statutory or regulatory requirement; or
  - 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured";
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

- H. "Insured contract" means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
  - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads:
  - Vehicles maintained for use solely on or next to premises you own or rent;
  - Vehicles that travel on crawler treads;
  - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  - 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.
  - 6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - a. Equipment designed primarily for:
      - (1) Snow removal:
      - (2) Road maintenance, but not construction or resurfacing; or
      - (3) Street cleaning;

- Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  - Damages because of "bodily injury" or "property damage"; or
  - A "covered pollution cost or expense", to which this insurance applies, are alleged. "Suit" includes:
    - An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
    - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

#### Schedule

#### Person or Organization

#### **Job Description**

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	02/01/2013	Policy No.	EQB0201324	Endorsement No.	000
Insured RINCON	CONSULTANTS INC				
Insurance Company	QBE INSURANCE CO	RPORATION			

Countersigned By

#### **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat	Date of Meeting: 5/16/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA  SECTION D: ACTION SECTION F: BOARD POLICIES  1st Readin	Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal Facilities g 2 <sup>nd</sup> Reading
Approval of Work Authorization Letter # Engineering Services for the Seabridge K-5	· · · · · · · · · · · · · · · · · · ·
At the August 23, 2017, regularly scheduled Be approved Work Authorization Letter#6 to NV5 geotechnical engineering services for the Seak	West Inc., to provide design phase
Due to the site's challenging existing condition percolation testing in order to design the best percolation testing in order to design the best percolation.	
Work Authorization Letter #7 is issued pursuar	nt to and consists of:
Master Agreement: #13-154 Work Authorization Letter: #7 Consultant: NV5 West Inc. (formerly known Date Issued: 05/16/18	as BTC Labs Inc.)

#### FISCAL IMPACT

The additional Geotechnical Engineering services will be completed for a lump sum fixed fee of: **Seven Thousand Two Hundred Dollars and Zero Cents** (\$7,200.00), to be paid from the Master Construct and Implementation Funds.

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approves WAL #7 for Master Agreement #13-154 with NV5 West Inc

### **ADDITIONAL MATERIAL(S):**

### Attached:

- WAL #7 NV5 West Inc. (1 Page)
- NV5 Proposal dated 04.23.18 (5 Pages)
- BTC Labs Inc. Master Agreement #13-154 (35 Pages)

INSPIRE - EAG		WORK AUTHORIZATION LETTER			
	GENERAL INFORMATION				
Airportunding on de Malerer	PROJECT #:		<b>DATE:</b> 16-May-18		
THOUSE IN	SITE NAME: Seabridge K	-5 Elementary School	DSA #		
3 MARKET SE	MASTER AGREEMENT #:	13-154	OPSC #		
AND SCHOOL DIS	<b>WAL #:</b> 7		VENDOR ID:		
	PURSUANT TO	MASTER AGREEMENT B	ETWEEN:		
	DISTRICT		CONSULTANT		
OXNAR	D SCHOOL DISTRICT	Firm Name:	NV5 West	Inc	
105	1 South A Street	Street:	1868 Palma Di	r. Ste. A	
Ox	nard, CA 93030	City, State, Zip:	Ventura CA 9	93003	
(8	805) 385-1501	Phone:	805.656.6	074	
	SCOPE OF SERVICE	S TO BE PERFORMED UNI	DER THIS WAL		
density tests using a nuclear gau findings.		ackfill borings, perform lab tests  DITIONAL PAGES AS NECE	s, engineering analysis and prepare a r	eport of the	
	SCHEDULE OF SERVICE	CES TO BE PERFORMED U	NDER THIS WAL		
START DATE: 4/2	23/2018	COMPLETION	<b>DATE:</b> 5/23/2018		
FIXE	<b>D FEE AMOUNT</b> : Seven Tho	ousand Two Hundred Dol	lars (\$7,200.00)		
This fee amount is base	d upon Consultant's proposal date	d 04.23.2018 an	nd subsequent negotiations mutually	y agreed to by all parties	
WAL describes in detail the Cons		agreed upon lump sum fixed fe	eral terms and conditions of the Ma ee, agreed upon schedule for compl		
terms, conditions, and other pro whether or not they are directly	ovisions are null and void, and are r superceded by this WAL and/or th	not incorporated to any extent ne associated Master Agreeme			
IN WITNESS THEREOF, THE P	PARTIES HAVE AGREED TO AND	EXECUTED THIS WAL AS SI	ET FORTH BELOW:		
	DISTRICT		CONSULTANT		
OXNA	RD SCHOOL DISTRICT	CONSULTANT			
(SIG	NATURE)	(DATE)	(SIGNATURE)	(DATE)	
	FO	R DISTRICT USE ONLY			
PROJECT MANAGER: Jenni	fer McIsaac	PREPARED BY:	Chris Yafuso		
,	FO	OR DISTRICT USE ONLY		(DAT	

☐ DEF. MAINT. ☐ DEV. FEES

■ Master Construct and

(DATE)

Implementation Funds

■ MEASURE "R"

(PM APPROVAL SIGNATURE)

SOURCE OF FUNDS:

SPECIAL INSTRUCTIONS:

6160

COST ID:



Project No.: 17-002194

March 28, 2018 Revised 4/23/2018

Oxnard School District 1055 South C Street Oxnard, California 93030

c/o: Chris Yafuso Caldwell, Flores, Winters, Inc. 1901 South Victoria Ave. Suite 106 Oxnard, California 93035

Subject: Proposal for Additional Geotechnical Services

Percolation Testing of Proposed Stormwater Infiltration Structures

Proposed Seabridge Elementary School Project

Wooley Road, Oxnard, California

Reference: NV5 West, Inc., October 24, 2017; Report of Preliminary Geotechnical Engineering

Study, Proposed Seabridge Elementary School, Oxnard School District, Oxnard,

California

NV5 West, Inc. (NV5) is pleased to provide this proposal at the request of CFW for additional percolation testing services for proposed stormwater infiltration structures and additional field compaction testing for the proposed Seabridge Elementary School in Oxnard, California. The purpose of the proposed services is to update NV5's previous geotechnical study (2017) to evaluate the currently proposed stormwater infiltration improvements and evaluate near surface compaction of existing engineered fill. The project is subject to Prevailing Wage law.

### PROJECT UNDERSTANDING

Our project understanding is based the information provided by CFW, a conceptual plan of stormwater improvements by Phoenix Engineering, and our knowledge of the site based on our previous geotechnical study of the subject site. The area of the proposed stormwater infiltration structures are underlain by engineered fill and young alluvium. Groundwater is anticipated to be between approximately 5 to 15 feet below grade.

The site grading plans by Phoenix Engineering dated 2/20/2018 show proposed grades at approximately elevation 15 feet. The Storm Drain Plan, C-3.0 shows proposed infiltration systems in the west portion and east portions of the site. Percolation testing reported in the referenced NV5 report is applicable for the proposed infiltration system shown in the west portion of the site. However, the proposed infiltration system now shown in the eastern portion of the site is located in a different location than the conceptual planning of proposed infiltration for the eastern portion of the site. NV5 understands that the proposed invert depth is planned at elevation 5.5 feet (approximately 7.5 feet and 3 feet below the existing grade in the northern and southern portions, respectively, of the proposed eastern infiltration system). NV5 understands that the southern portion of the site will be raised by approximately 7 vertical feet. As noted by the project engineer

and city, percolation testing should comply with the Ventura County Technical Guidance Manual for Stormwater Quality Control Measures.

Additional percolation testing in the eastern portion of the site is proposed herein. Additional field testing also includes in-place density testing of the proposed building pad areas. NV5 understands that the site has been disced for the purposes of weed abatement, thus the density testing will be performed below the elevation of the discing.

### SCOPE OF ADDITIONAL SERVICES

Based upon our current project understanding, we propose the following scope of services:

Task 1 – Project Preparation and Documentation Review: Review existing site geotechnical reports, review plans, and research the available geologic and geotechnical data pertinent to the site.

Reconnoiter the site to assess the site conditions, mark the proposed borings locations, and coordinate with Underground Service Alert (USA) as required per State mandatory protocol. NV5 will pre-mark boring locations and notify Underground Service Alert of the marked boring locations. NV5 is not responsible for damage to landscaping, irrigation lines, or utilities.

Notice Regarding Underground Utilities: Please note that USA does not locate utilities within private property. It is the Client's responsibility to provide NV5 with any available information on locations for all utilities and utility easements situated within the site at least 5 working days before the start of our field investigation. Penetrating the site subsurface is inherently risky. It is impossible to determine with certainty the precise location of all underground structures. NV5's fee is not adequate to compensate for both the performance of the services described herein and the assumption of the risk associated with damaging underground structures. Disruption of utilities or damage to underground structures will be the responsibility of the Client.

<u>Exploration Permits</u>: Boring permits are not anticipated to be required for this project. It is assumed that if permits are required that the client will provide those.

Task 2 – Field Exploration and Testing: Subsurface exploration will consist of hand auger borings for percolation testing as described below. Field testing includes percolation testing and in-place density testing.

- Excavate, sample, and log approximately two hand auger borings depths ranging from five (5) to nine (9) feet below ground surface, based on planned stormwater infiltration depths. Actual boring depths will depend upon the field conditions encountered. Relatively undisturbed soil samples and bulk samples will be obtained from the borings at various depths. An NV5 geologist will observe the excavation operations and log the underlying materials based on visual observation of soil samples.
- Perform 2 well permeameter or boring percolation tests to approximately five (5) and nine (9) feet below grade in general conformance with Ventura County's Guidelines (12 inches below elevation of proposed invert). This task includes excavation of 2 borings (as described above), installation of monitoring wells, 24-hour infiltration testing, boring abandonment and backfill, and analysis.
- In-place density testing using a nuclear density gauge of the proposed building pad areas. Testing includes preparation of the test surface by excavation of a test surface (approximately 2 feet by 2 feet wide) at an elevation below the penetration of the discing at each of approximately 6 locations.



<u>Fieldwork Hours:</u> Field exploration is planned for normal business hours, Monday through Friday. If requested, exploration can be scheduled for nights or weekends to minimize site disruption for an additional fee.

Boring Backfill: At the end of percolation testing, the borings will be backfilled with bentonite chips.

Soil Cuttings: Excess soil cuttings generated during the excavation will be spread onsite.

<u>Hazardous Materials</u>: In the event that suspected hazardous materials are encountered during drilling, as indicated by odor or visually, impacted borings will be terminated and arrangements will be made to backfill such borings with cement grout. NV5 will notify you as soon as possible of such an occurrence, and we will both mutually decide whether to continue, modify, or cease the remainder of the investigation program. All added costs incurred as a result of suspected hazardous substances would be charged on a time and expense basis over and above the fee quotation for the site investigation in accordance with our current fee schedule.

**Task 3 – Laboratory Testing**: Laboratory testing will consist of laboratory maximum dry density and optimum moisture content tests to evaluate relative compaction of the near surface earth materials.

Task 4 – Engineering Analysis: Engineering analyses will be based on the available research and findings from the field exploration, percolation testing, field density testing, and laboratory testing; and will include evaluation of infiltration rate of the earth materials in the zone of the proposed stormwater infiltration.

**Task 5 – Report:** Prepare a geotechnical report presenting a summary of our findings and preliminary geotechnical recommendations for design of stormwater retention/infiltration structures. A total of three copies of the report will be provided. The geotechnical report will include:

- > Site & Project Description
- Site Location Map and Geotechnical Site Plan
- Logs of Exploratory Borings and field investigation procedures
- Percolation test results and summary of testing procedures
- In-place density and moisture content of the near-surface earth materials
- Results of Laboratory Testing (Maximum Dry Density and Optimum Moisture Content)
- > Results of Relative Compaction of Near Surface Earth Materials in Proposed Building Pad Areas
- Summary of earth materials encountered during exploration
- Discussion of groundwater conditions
- Discussion of Site Infiltration Characteristics

**Task 6 – Project Management:** Management of the project includes coordination of the various tasks of the study including field exploration, percolation testing, and report preparation. Attendance at one project-related meeting is included within the scope of this preliminary study.

The following services are not included on the estimate above and will be provided at the client's request on a time and material basis. The rates for these services are in accordance with the attached



fee schedule.

- Project meetings away from our office.
- Post-report consultation or response to regulatory review comments.

### **SCHEDULE**

We understand that time is of the essence on this project. We are prepared to mobilize immediately and implement the field exploration upon authorization to proceed. Our anticipated project schedule is summarized below, subject to availability of facility access and weather delays. Preliminary results of infiltration rates will be communicated to the project team within 2 days following completion of the percolation testing, in advance of final reporting as indicated in the estimated schedule shown in the following table.

### **COST ESTIMATE**

NV5 will provide the proposed scope of services for the Lump Sum Fee of Seven Thousand Two Hundred dollars (\$7,200). A cost breakdown summary below is provided below for information only. Any additional services will be provided on a time and materials basis in accordance with the attached fee schedule.

Task	Estimated Schedule (Wk Days)	Estimated Cost	
Task 1: Project Preparation & Site Recon	2	\$	350
Task 2: Field Exploration	3	\$	4,250
Task 3: Laboratory Testing	2	\$	550
Task 4: Engineering Analysis	1	\$	550
Task 5: Report	2	\$	1,200
Task 6: Project Management	-	\$	300
TOTAL	10	\$	7,200

### **ASSUMPTIONS AND LIMITATIONS**

This proposal has been prepared for the exclusive use of the client for the services described herein and is valid for 90 days. NV5 will endeavor to conduct these services in a manner consistent with that level of skill and care ordinarily exercised by members of the profession practicing in the same locality and under similar conditions as this project. NV5 makes no other representation or warranty, either expressed or implied.

The proposed scope and corresponding fees represent NV5's view of the optimal and most costeffective scope of work based upon the anticipated conditions and available information regarding the site. Unforeseen circumstances, such as the discovery of subsurface conditions that complicate



the study, may occur and require additional services at an additional cost. Our proposal includes the following assumptions and limitations. Please read this section carefully. If you have any questions regarding these items, please contact our office.

- O NV5's fee estimate is based upon the scope of work and schedule described above. Additional services, or schedule adjustments that may be requested or required due to changes in the proposed project or other conditions, are excluded.
- Time for project meetings away from our office, except as specifically listed herein, is not included in this proposal. If meetings are requested, NV5 will attend on a time-andmaterials basis.
- O Additional costs resulting from delays in fieldwork due to weather or other factors beyond NV5's control are not included.
- O Post report consultation, including response to regulatory review comments, design revisions, building plan review, and construction observation services are not included and will be provided for an additional fee.
- O The proposed scope of work is limited to the characterization of the subsurface soils of the proposed site and does not include a detailed study of groundwater conditions, or geologic hazards not listed above. No evaluation for the presence of hazardous materials, radon or methane gas, naturally-occurring asbestos, or mold is included in the scope of work for this project. These items can be provided as a separate scope of work if requested.
- NV5 will not be responsible for the excavation, sampling, handling, identification or disposal of any hazardous materials that may be discovered at the site. In the event such materials are encountered, a separate proposal for environmental services will be prepared if requested.

NV5 appreciates the opportunity to present this proposal and we are excited at the prospect of working with you on this project. Should you have any questions or require further assistance, please contact us at (805) 656-6074.

Respectfully Submitted, NV5 WEST, Inc.

Shaun Simon, PG, CEG, RCE 82610

**Engineering Manager** 

Scott Moors, PG, CEG, CHg

Vice President



# OXNARD SCHOOL DISTRICT AGREEMENT FOR CONSULTANT SERVICES (MASTER AGREEMENT – MATERIALS TESTING, & SPECIAL INSPECTIONS)

This Agreement for Consultant Services ("Agreement") is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **BTC Labs – Vertical Five** ("Consultant") with a business address at 1868 Palma Avenue, Suite D, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

#### RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District's sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

### **OPERATIVE PROVISIONS**

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

- 1. **Incorporation of Recitals and Exhibits**. The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter ("WAL") which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
- 3. Scope of Services. The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in <u>Exhibit F</u> Scope of Services, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
- 4. Agreement, Scope of Work, and Assignment of Projects. District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the "Services") pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in Exhibit A, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

**Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.

- 5. Time for Performance. The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 6. Additional Services. Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
- 7. Compensation and Method of Payment. This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

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

### 8. Responsibilities of Consultant:

- a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.
- b. The specific Services of Consultant to be performed shall be indicated in the WAL.
- c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in Exhibit F, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.
- d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

### 9. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
- c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
- e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
- 10. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
- 11. **Termination**. This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
  - a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

- 12. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
- 13. **Inspection and Final Acceptance**. District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
- 14. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
  - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
- 15. 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.
- 16. **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.
- 17. Consultant's Books and Records. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
- 18. Independent Contractor. Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation. worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.
  - a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
  - b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
- 19. 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").
- 20. Confidential Information. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:
  - a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.
  - b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.
- 21. Conflict of Interest; Disclosure of Interest. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.
  - a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [\_\_\_\_] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

(Initials)

22. Compliance with Applicable Laws. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

(Initials)

- 23. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
- 24. **Non-Discrimination**. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
- 25. **Disabled Veteran Business Enterprise Participation**. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
- 26. Assignment. The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
- 27. Subcontracting. Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

- 28. **District Administrator. Lisa Franz** shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
- 29. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.
  - a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.
- 30. **Indemnification**. To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.
  - a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

(Initials)

- 31. **Insurance**. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.
- 32. **Notices**. All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District

1051 South A Street Oxnard, California, 93030 Attention: Lisa Cline

Assistant Superintendent, Business & Fiscal Services

Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.

Oxnard School District Program Manager

6425 Christie Ave., Suite 270 Emeryville, California 94608 Attention: Yuri Calderon

T: 510-596-8170

Email: ycalderon@cfwinc.com

To Consultant: BTC Labs – Vertical Five

1868 Palma Drive, Suite A

Ventura, CA 93003 Attention: Scott Moors T: (805) 656-6074

Email: scott.moors@nv5.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

- 33. Excusable Delays. Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses 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.
- 34. Entire Agreement; Binding Effect. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 35. **Amendment**. No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 36. Waiver. Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 37. Governing Law. This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 38. Severability. If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 39. **Authority to Execute**. The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:	BTC LABS - VERTICAL FIVE:		
Lin a Franz Signature	Signature		
Lisa A. Franz, Director, Purchasing Typed Name/Title	Typed Name/Title		
11-20-13	10-30-2013		
Date	Date		
Tax Identification Number: 95-6002318	Tax Identification Number: 27 - 197 9620		

Not Project Related
☑ Project #13-154

### EXHIBIT A TO AGREEMENT FOR CONSULTANT SERVICES #13-154

### WORK AUTHORIZATION PROCEDURES

#### 1. Assignment of Work Authorization

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal ("RFP") for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District's Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. <u>Selection of Consultant:</u> Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter ("WAL") to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. <u>Close Out of WAL Services:</u> Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant's invoice for final payment.
- 1.7. <u>WAL Form:</u> See next page for sample Work Authorization Letter.

Not Project Relate		
☑ Project #13-154		

	1		ETER (MAIA)	
INSPIRE - H	WORK AUTHORIZATION LETTER (WAL)			
	GENERAL INFORMATION			
Enopolisment in distance for Children I for children in the Ch	PROJECT #:		DATE:	
9	SITE NAME:		DSA #:	
To school big	MASTER AGREEMENT #:		OPSC #:	
- G SCHOOL DE	WAL #:		VENDOR ID:	
	PURSUANT TO MASTE	R AGREEMENT BETWEEN		
	DISTRICT		CONSULTANT	
OXN	ARD SCHOOL DISTRICT	Firm Name:		
	1051 South A. St.	Street:		
	Oxnard , CA 93030	City, State, Zip:		
	(805) 385-1501	Phone:		
	SCOPE OF SERVICES TO BE	PERFORMED UNDER THIS	S WAL	
	(ATTACH ADD'L) SCHEDULE OF SERVICES TO B	PAGES AS NECESSARY) E PERFORMED UNDER TH	HIS WAL	
START DATE:		COMPLETION DATE:		
	FIXED FEE AMOUNT:			
completion of Services, and This WAL and associated N and such terms, conditions, Master Agreement whethe	cribes in detail the Consultants specific scop of other provisions required to clearly indicat flaster Agreement hereby supersede any and , and other provisions are null and void and or or not they are directly superseded by this E PARTIES HAVE AGREED TO AND EXECUTE	e the required Services, and te d all terms, conditions, and oth are not incorporated to any ex WAL and/or the associated M	rms of this WAL.  ner provisions of the Consultant's proposal,  net as part of this WAL and associated  laster Agreement.	
	DISTRICT		CONSULTANT	
OXNA	ARD SCHOOL DISTRICT	CONSULTANT:		
(SIGNATURE	) (DATE)	(SIGNATURE)	(DATE)	
	FOR DISTR	ICT USE ONLY		
PROJECT MANAGER:		PREPARED BY:		
PO #:		PO AMOUNT:		
SOURCE OF FUNDS:	☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV.	FEES 🗉 OTHER:		
COST ID:				
(PM APPROVA	AL SIGNATURE)	(DATE)		
SPECIAL INSTRUCTIONS:				

Not Project Related
☑ Project #13-154

### **EXHIBIT B** TO AGREEMENT FOR CONSULTANT SERVICES #13-154

### COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

### MATERIALS TESTING & SPECIAL INSPECTIONS FEE SCHEDULE

1. PROFESSIONAL, TECHNICAL, & : (Hourly rutes unless otherwise indicated, Charges are particularly charges are particular			E. Support Staff & Special Services Prevailing Wage Laboratory Technician	AND ASSESSED SECURITY
A. Professional Staff		Standard		\$85
Principal Engineer/Geologist/Consultant		\$180	File Search, Reissue of Report	\$45 (min.)
Senior Engineer/Geologist/Consultant (PE, CEG)		\$155	Certified Payroll Admin. (0.5 hr min./wk)	\$80
Project Engineer/Geologist/Consultant/Manager		\$130	Court Appearance and Depositions (4 hr min)	\$295
Staff Engineer/Geologist/Consultant		\$105	Drafting/CADD	\$70
B. Field Sampling, Inspection & Testing	Prevailing Wage	Standard	Clerical II. MATERIALS AND EQUIPMENT	\$60
Special (Deputy) Inspector	\$86	\$78	A. Equipment	Data
(Concrete, PT Concrete, Masonry, Welding, Bolting,		•/	1. Air Meter (Concrete)	Rate
Concrete/Asphalt Batch Plant Inspection	\$86	\$78		\$45/day
ACI Concrete Technician	\$86	\$74	2. Calibrated Ram (Pull test)	\$75/day
Senior Technician* (Soil/Asphalt/Special Testing)	588	\$78	3. Ceiling Wire Dead-Weight Equip.	\$110/day
Mechanical/Electrical Inspector	\$92	\$90	4. Concrete Relative Humidity Meter	\$265/day
Roofing/Waterproofing Inspector	595	\$85	5. Concrete Slab Moisture Finission Kit	\$55/ea
Nondestructive Exam/Testing (UT/Mag Part/Dye Pe	• . •	\$84	6. Floor Flatness (plus labor – 4hr min)	\$550/day
		\$30	7. Generator	\$65/day
Trip Charge (within 25 radius of Lab; if >25 ml, hearly + mileage)			8. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)	\$385/dy
<ul> <li>Services such as: Jensity by nuclear gauge, "Schmidt Hammer" ro and pull tests are performed by Sonior Technicians</li> </ul>	adings, pachimeter su	rvcy, torque tente	9. Magnetic Particle Equipment & Consumables	\$50/day
and put tests are performed by senior recunicians			10. Nuclear Gauge	\$25/day
C. DSA / OSPHD Inspection & Testing	Prevailing Wa	ige / Standard	11. Pachometer (Rebar) Survey Equipment	\$85/day
Project Inspector / IOR, DSA Class I		\$110	12. Schmidt Hammer	\$35/day
Project Inspector / IOR, DSA Class II/III		\$95	13. Skidmore Wilhelm, per day	\$75/day
DSA Masonry / Shotcrete Inspection		\$90	14. Torque Wrench (Large), per day	\$50/day
DSA Form 5 (Inspector Qualifications)		\$45 ca.	15. Torque Wrench (Small), per day	\$15/day
Special Inspection Verified Report (SIVR/VR)	\$1	85 (min.) ca.	16. Ultrasonic Equipment & Consumables	\$60/day
Laboratory / Geotechnical Verified Report		85 (min.) ea.	17. Vehicle – Field Truck	\$55/day
•		()	B Diamond Coring (min, charge - field time w/travel + 1 hr, mob/de	mob.)
	ing Wage	Standard	<ol> <li>Machine, truck &amp; 1 operator (accessible flatwork only) \$190/hr</li> </ol>	\$150/hr.
Sample Pickup (-25mi, radius of Lab) - plus applicable uni	t price	\$55/hr	<ol> <li>Machine, truck, operator and helper \$275/hr</li> </ol>	215/hr.
Field Equipment & Supply Delivery (1 hr min)		\$55/hr	3. Coring Bit Charge	\$2/inch
Saturday Pickup (hourly, 4 hr minimum, plus mileage	)	\$75 /hr	4. Coring truck mileage (portal to portal)	\$0.70/mi
Mileage - Field Vehicle (\$30/day minimum charge)		\$0.60/mi	5. Traffic Control	Per Quote
Mileage - Coring Truck		S0.70/mi		*
See Unit Prices for pickup charges of cylinders, pris	ms, panels, etc.			

#### III. LAB TESTS: AGGREGATE & SOIL IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY A Soils - Geotechnical A Cement Atterberg Limits (LL and PL) - ASTM D4318, CTM 204 \$ 142 Alkali content of Portland Coment Per Quote Consolidation (Incremental Loading) - ASTM D2435 Direct Shear, remolded sample - ASTM D3080 \$ 315 Grab sample (CCR Title 24) includes 1 year storage \$ 285 Testing individual samples of cement, ASTM C150 Per Quote Direct Shear, undisturbed (ring) sample - ASTM D3080 \$ 235 Expansion Index - ASTM D4829 158 B Concrete Hydrometer analysis (without specific gravity) ASTM D422 132 Cement content of hardened concrete - ASTM 1085 550 Permeability, Constant Head - remolded - ASTM D2434, CT 220 \$ 360 Concrete compression: 6x12 cylinders - ASTM C39: 25 pH (soil) – ASTM D4972 35 Concrete compression: 4x8 cylinders - ASTM C39: 20 Resistivity - ASTM G57 60 Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate) 9.50 Resistivity (Minimum), includes pH - CTM 643 155 Concrete cylinder pickup: 4x8 (>25mi, radius of Lab add hourly pickup rate) 7.50 11. Soil Cement - Moist.-Dens. or Sample Prep set of 3 - ASTM D558 \$ 240 Concrete cylinder mold (w/ lid - spare) 12. Soil Cement - Wet-Dry Durability - ASTM D559 \$ 1100 Concrete core compression test - ASTM C42 35 13. Soil Cement - Compressive Strength - ASTM D1633 Concrete Trial Batch (includes 6 compression tests) 60 \$765 14. Soil Classification - ASTM D2488 - Visual-Manual 24 Concrete Mix Design Review (excludes testing & revisions) \$230 15. Soluble Chloride (soils) 75 Concrete mix proportion revision \$150 16. Soluble Sulfate (soils) 75 11. Density of concrete cylinder (unit weight) \$64 17. Unconfined compression on prepared specimens 95 Drying shrinkage - ASTM C157 (set of 3, 5 ages) \$495 End preparation of cores, diamond sawing, per cut \$15 14. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate) 15. Flexural strength, 6"x6" beam – ASTM C78 & C293 B Particle Size Analysis \$38 ea 18. Sand equivalent (ASTM 2419, CTM 217) \$ 110 \$78 19. Sieve #200 wash only (ASTM D1140, CTM 202) \$ 16. Shotcrete/Gunite core compression test (not including coring) 65 \$35 \$ Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) 85 17. Coring of Shotcrete/Gunite panel in laboratory, each core \$50 21. Sieve (coarse & fine w/ wash - ASTM C136, CTM 202) 105 18. Shoterete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate) \$38 22. Sieve w/ Hydrometer (ASTM D422, CTM 203, no specific grav.) 19. Lab. trial batch, not including specimen tests - ASTM C192 165 Per Quote 20. Lightweight, insulating concrete compress, 4 req. - ASTM C495 \$50 C Moisture Density Relationship 21. Lightweight insulating concrete unit weight (oven dry) \$95 23. Max. Density-Opt. Moisture (4 in. mold) - ASTM D1557, D698 \$ 175 22. Modulus of clasticity, 6"x12" cylinder - ASTM C469 \$215 Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 \$ 195 23. Petrographic analysis of hardened concrete - ASTM C856 Per Quote 295 24. Poisson's Ratio on 6"x12" cylinders - ASTM C469 Per Quote 25. Splitting tensile - ASTM C496 26. Maximum Density Checkpoint (4 in. mold) \$ 65 \$75 \$ 27. Moisture & Dry Density (ring samples) 20 26. Non-Shrink (Dry-Pack) Grout - 2"x2"x2"; set of 3 \$96 28. Moisture determination (aggregate samples) \$ \$ 35 29. Caltrans Relative Compaction (Wet Density) CTM 216 225 C Masonry Absorption - brick, 5 required - ASTM C67 \$ 75 D Aggregate, Soil & Rock Absorption - masonry unit, 3 required - ASTM C140 \$ 45 30. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211 S 165 Compressive strength, brick, 5 required - ASTM C67 \$ 45 31. Absorption, sand or gravel - ASTM C127, C128 \$ 60 Compression - masonry core \$ 35 32. California bearing ratio (CBR) with expansion - ASTM D1883 365 Compression - masonry prisms 8"x 8" - ASTM E447 33. California bearing ratio (CBR) at 95% (3 points) – ASTM D1883 34. Cement Treated Base (CTB), compact, cure & test \$ \$ 585 (other sizes by quote - may require cutting charge) \$ 145 225 Compression - masonry unit, 3 required - ASTM C140 \$ 65 35. Cement Treated Base compression (make, cure, test 3 spec) 36. Cement Treated Base – stability \$ 565 (requires absorption/unit weight tests for Net Area) \$ 525 Dimensions - masonry unit, 3 required \$40 37. Clay lumps and friable particles, per primary size ASTM C142 \$ 115 Masonry Prism Pickup \$ 29 38. Cleanness Test - CTM 227 128 Masonry Unit Acceptance Test - ASTM C140 \$ 585 39. Crushed particles, per primary size40. Durability Index (\$120 per size fraction) – CTM 229 S 165 (includes absorption, compression, dimensions, unit weight) \$ 215 10. Compression test, grout specimens \$ 30 41. Fine Aggregate Angularity - AASHTO T304 11. Compression test, mortar specimens \$ 175 \$ 25 42. Flat & Elongated Particles (per bin size) - ASTM D4791 \$ 190 12. Diamond sawing of masonry specimens, if required (minimum) \$ 24 43. Lightweight pieces, per size fraction - ASTM C123 400 13. Efflorescence, first unit @ \$125, each additional @ \$ 54 44. Lime content of treated materials (by titration) 14. Linear shrinkage, masonry unit, 3 required - ASTM C426 \$ 98 a. Lime content curve determination, for each material S 395 15. Modulus of rupture, brick, 5 required - ASTM C67 \$ 42 b. Lime content, including untreated control sample 145 16. Moisture content - masonry unit (as received),3 req'd ASTM C140 \$ 42 360 45. Mortar making properties of Sand ASTM C87 17. Shear test on masonry core - CBC 2105A.4 \$ 85 46. Mortar Properties - CTM 515 ŝ 410 18. Tensile test on masonry block \$ 190 47. Organic Impurities - ASTM C40 75 19. Unit weight, masonry unit, 3 required - ASTM C140 \$ 45 48. Petrographic Analysis of Gravel - ASTM C295 (single grading) 450 20. Visual Examination & Photo-document Core - CBC 2105A.4 49. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded) 850 50. Potential Reactivity Test ASTM C289 Chemical Method 495 V. LAB TESTS: REINFORCING & STRUCTURAL STEEL 51. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) 785 A General Testing Each additional month 118 Processing mill certification (each size & heat) 52. Potential Reactivity Test ASTM C1260 Rapid Method 589 Rockwell or Brinell Hardness, average of three readings \$24 ca. 53. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) 1600 Zinc coating, each item (includes Haz Mat Fee) \$187 Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight) 800 **B** Reinforcing Steel 54. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo 760 Deformation, reinforcing steel \$40 55. 'R' Value (HVEEM) (Treated material by quote) 270 Pre-stress, strand or wire, tensile & elongation Per Quote 56. Rip Rap. Slope Protection, Quarry Stone Acceptance Per Quote 3. Proof test on post-tension assembly Per Quote 57. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) 58. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) \$ 100 Bend Test (rebar) \$45 \$ 125 Tensile test (rebar), up to & including #8 \$45 59. Sulfate Soundness, 5 cycle test per primary size - ASTM C88 \$ 325 Tensile test (rebar) #9, #10, #11 \$60 60. Uncompacted Void Content of Fine Aggregate - AASHTO T304 145 Tensile test (rebar) #14, #18 \$160 61. Unit weight AS1M C29 72 Rebar Mechanical Coupler (Tension) Test (up to #11 bar) \$125

C. Structural Steel		
Cutting & machining charges	ca	st + 15%
<ol><li>Bend test, structural, all sizes</li></ol>		\$5
<ol> <li>Tensile test, structural, &lt;¼" cross-section (cu</li> </ol>	tting & machining extra	* \$7
4. Tensile test, structural, > 1/2" cross-section (eu	tting & machining extra	* \$9:
5. Flattening test of pipe		\$43
*Tensile and yield by percent offset, add \$85		
D High Strength Bolts		
1. DSA-Certified High Strength Bolt Set ca. (Bo	olt, Nut, & Washer)	\$ 335
2. Bolts proof load (non-DSA)		\$ 45
Bolts – ultimate load		\$ 65
Bolts - hardness		\$ 35
3. Nuts – proof load		\$ 45
Nuts hardness		\$ 35
4. Washers – hardness		\$ 35
F Welding Procedure and Welder Qualification 3	l'ests	
Coupon thickness (mild steel on		ver 3/8"
I Fracture bend (fillet)	A	\$45
2 Macroetch	\$55 ca.	
3. Free bend		\$65
4. Nick break	\$45 en.	\$35
5. Side, face or root bend	\$28 ca.	\$35
6. Tensile	\$40 ca.	\$50
7. Welder Qualification Records		\$115
Includes evaluation of test specimens and pre	paration of Stamped	
Welder/Procedure Qualification Records per		
*Welder qualification examinations are given in a		cator's
shop with 4-hour minimum witnessing charge.		
**Fees listed are for tests only. Sample preparati	on, coupon machining, e	tc , will
be charged at applicable hourly lab rates and cos		

#### VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

Costs.

1.	Calibration Certificates	Per Quote
2.	Density of Sprayed Fireprooting	\$70
3.	Fireproofing Bond Pull Test	\$38
4.	Roof Tile Strength	\$54
5.	Roof Tile Absorption	\$38
6.	Roof Cut Tests (total weight only)	\$57
7.	Ply count, separation, bituminous content, etc.	Per Quote
8.	Jobsite Trailer or Mobile Laboratory	Per Quote
9.	Universal Testing Machine (Hourly)	\$150
10.	Ground Rod Test (plus travel)	\$150

ADDITIONAL TESTS: BTC LABS and NV5 perform a broad spectrum of field and laboratory testing. This Fee Schedule list only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

#### VII. ASPHALT & ASPHALTIC CONCRETE

	THE ASTRACT & ASTRACTIC CONCRETE	
	Asphalt Pavement Engineering  CALTRANS Third Party Resolution Documentation Fee	\$350
		(minimum)
•	. I desirente menderaven	(mmmm)
В.	Asphaltic Cements And Liquid Asphalts	
1.	Absolute viscosity @140 F - ASTM D-2171, AASHTO T-202	\$155
	Other temperature	\$185
2.	Cone penetration - ASTM D-217	\$125
3. 4.	Flash point Cleveland Open Cup ASTM D-92, AASHTO T-48 Kinematic viscosity @140 or 275°F - D-2170, T-201	\$125 \$125
7.	Other temperature	\$155
5.		\$115
	Other temperature	\$135
6.	Softening point - ASTM D-36	\$125
7.	Solubility in trichloroethylene - ASTM D2042, AASHTO T-44	\$185
8.	Specific gravity - ASTM D-70, AASHTO T-228	\$125
C.	Emulsions And Slurry Scals	
1.	Cement mixing - ASTM D-244, AASHTO T-59	\$105
2.	Consistency test - ASTM D-3910	\$95
	Demulsibility – ASTM D-244, AASHTO T-59	\$115
4. 5.	Miscibility - ASTM D-244	\$115
	Particle charge ASTM D-244, AASHTO T-59 pH determination	\$75 <b>\$</b> 75
	Oven cook off (% residue)	\$100
8.	Set time - ASTM D-3910	\$85
9.	Settlement, 5 or 7 day - ASTM D-244, AASHTO 1-59	\$155
10.	Slurry seal mix proportion	\$1,750
	Solids content by evaporation and extraction (slurry)	\$205
	Storage stability, 1 day - ASTM D-244	\$150
	Torsional Recovery Wet Track Abrasion —ASTM D-3910 (prep. not included)	\$125 \$270
17.	wet track notabilit — north b-3*to (prep. not included)	34.70
D.	Asphaltic Concrete, Aggregate And Mixes	
ŧ.		
	3 pt. LTMD	\$210
7	5 pt. LTMD	\$325
2. 3.	Coring of asphaltic concrete - See Section E Diamond Coring Extraction, % bitumen and sieve analysis	
٥.	Solvent Extraction Method - ASTM D2172	\$325
	Ignition Oven Method - CTM 382, 202	\$225
4.	Extraction, % bitumen only	
	Solvent Extraction Method - ASTM 2172	5265
_	Ignition Oven Method - CTM 382	\$145
5.	Film stripping – CTM 302	\$165 \$650
6. 7.	Ignition Oven Correction Factor – CTM 382 Marshall - Stability and flow (core) – ASTM D-1559	\$125
8.	Marshall - Stability and flow (bulk) - ASTM D-1559	\$325
9.	Marshall - Specific Gravity	\$225
10.	Mix proportion - Marshall Method	\$2,900
	with R.A.P.	\$3,700
11.	Mix proportion - HVEEM Method	\$2,700
13	with R.A.P. The continued Management Specific Constitut (BICE) A STM D 2041	\$3,500
	Theoretical Maximum Specific Gravity (RICE) - ASTM D-2041 Moisture content - ASTM D-1461	\$200 \$115
	Recovery of Extracted Asphalt (extraction only) - ASTM D-5404	\$250
	Recovery of rubber from ARHM extraction	\$115
16.	Specific gravity of core - ASTM D-2726	\$60
17.	HVEEM Stabilometer test on premixed sample - CTM 366	\$185
	Stabilometer test and mixing of sample	\$400
	Surface abrasion CTM 360 Surface abrasion with stabilization CTM 305	\$445
	Swell test in conjunction with stabilometer – CTM 305 Resistance to Moisture Induced Damage (untreated) – T-283, CT 37	\$115 1 \$1,700
	Resistance to Moisture Induced Damage (time) – 1-283, CT 371	\$1,850
	Viscosity curve for ARHM (% rubber) binder blend - 6 hr.	\$870
	- 8 hr.	\$1,200

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

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- II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.
- III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:
  - A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.
  - B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.
  - C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.
  - D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.
- IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See <a href="Exhibit G">Exhibit G</a> for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:
  - A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
  - B. Acceptable back-up for billings shall include, but not be limited to:
    - a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
    - b. Records for all supplies, materials and equipment properly charged to the Services.
    - c. Records for all travel pre-approved by District and properly charged to the Services.
    - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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- V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.
- VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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### EXHIBIT C TO AGREEMENT FOR CONSULTANT SERVICES #13-154

#### **INSURANCE**

- I. <u>Insurance Requirements</u>. Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:
  - A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
  - (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
  - (3) Insurance coverage should include:
    - 1. owned, non-owned and hired vehicles:
    - 2. blanket contractual;
    - 3. broad form property damage;
    - 4. products/completed operations; and
    - 5. personal injury.
  - (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants,

\$1,000,000

Nurses, Therapists

Architects

\$1,000,000 or \$2,000,000

Physicians and Medical Corporations

\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

ND#4819-2103-6308 Exhibit C – page 1 Consultant Services Agreement

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A. <u>All Policies</u>. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

### B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

- (1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.
- (2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.
- (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.
- III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
- B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

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### EXHIBIT D TO AGREEMENT FOR CONSULTANT SERVICES #13-154

### CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date:

ву: \_

Lisa A. Franz

Director, Purchasing

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### EXHIBIT "E" TO AGREEMENT FOR CONSULTANT SERVICES #13-154

### 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 <u>must</u> 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 <u>prior to</u> the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

- 1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
- 2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Continual supervision of, and m of Justice has ascertained has n each employee who will be sup	onitored by, an emplo ot been convicted of a	yee of the Contractor will will will be seen the contractor will be seen to b	ho the Ca y. The na	llifornia Department ame and title of
Name: Scott Moon	-3			
Name: Scott Moor				
AND/OR				
4. The Work on the Contract supplier of any tier of Contract			loyee and	/or subcontractor or
Contractor's responsibility for lemployees of Subcontractors codesignated as employees or actions.	oming into contact with	District pupils regardle	ess of wh	
Date: <u>10 - 30 - 2</u> 013				
Proper Name of Contractor: _		- Vertical Firz		
Signature:	Scoth			
Ву:	Scott Moon	28		
lts:				

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### EXHIBIT "F" TO AGREEMENT FOR CONSULTANT SERVICES #13-154

### SCOPE OF SERVICES - Materials Testing Laboratory & Special Inspections

The Materials Testing Laboratory & Special Inspector's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

### 1. Qualifications and Special Inspection Services:

a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

### 2. General Scope of Services:

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- 1. Observation and testing during asphalt concrete placement.

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m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

### i. Soil, Aggregate & Asphalt

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127lC128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM DI 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM DI 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

### 3. Observation and Testing:

a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

### 4. Concrete Mix Design Review:

- a. *Types of Inspection Services Provided*. Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. Laboratory Review. The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. Tests to be Performed. The Consultant shall perform the following tests:
  - i. Concrete Compression Tests

□ Not Project Related☑ Project #13-154

- Concrete Cylinders (ASTM C29)
- Concrete Cores (ASTM C39)
- Lightweight Concrete (ASTM C495)
- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
  - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
  - Tensile (ASTM A61 5)
  - Bend (ASTM A61 5)
- iv. Concrete Aggregate
  - Conformance Test (ASTM C33)
     (Sieve Analysis, Deleterious Substances & Soundness)

### 5. Reinforcing Steel Placement:

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
  - i. Bars. Size and spacing of bars.
  - ii. Splices. Location and length of splices.
  - iii. Clearances. Check clearances.
  - iv. Cleanliness of Bars. Observe cleanliness of bars.
  - v. Spacing tolerances. Confirm spacing tolerances.
  - vi. Steel Support. Proper support of steel with ties.

### 5. Concrete Placement:

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
  - i. Bar Displacement Determine that no bars are displaced during the pouring.
  - ii. Cleanliness of Steel. Observe cleanliness of steel.
  - iii. *Placement*. Determine adequacy of placement and vibratory equipment.
  - iv. Delivery Rate. Determine proper delivery rate of concrete and monitor batch times.
  - v. Correct Mix. Determine that the correct mix is being utilized.
  - vi. Slump. Monitor slump of each truck.
  - vii. Temperature. Record temperature of air and concrete.
  - viii. Cast Cylinders. Cast cylinders for compression tests at the specified frequency.
  - ix. Air Checks. Perform air checks, if required by specifications, during concrete placement.
  - x. Anchor Bolt/Dowel Installation. Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

Not Project Related
☑ Project #13-154

### 6. Compression Testing:

a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

### 7. Mix Design Review:

- a. *Grout and Mortar Mixes*. The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms*. During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. Laboratory Tests. Laboratory tests shall include:
  - i. Masonry Compression Tests
    - Mortar (UBC 21 16)
    - Grout (UBC 21 18lASTM GI 01 9)
    - Masonry Prism (ASTM E447)
    - Masonry Cores (ASTM C42)
    - Shear Tests Masonry Cores (UBC 2405(c)4.C)
    - Dry Shrinkage Masonry Units (ASTM C426)
    - Sample Pick-up & Delivery
  - ii. Steel Reinforcing
    - Tensile (ASTM A61 5)
    - Bend (ASTM A61 5)
    - Steel Tagging, Pick-up and Delivery
  - iii. Concrete Aggregate
    - Conformance Test (ASTM C404)
       (Sieve Analysis, Deleterious Substances and Soundness)

### 8. Duties:

- a. The consultant's duties shall include the following:
  - i. Review mill test certifications of block and reinforcing steel.
  - ii. Inspect to determine size and spacing of dowels.
  - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
  - iv. Inspect proper lay-up of block units.
  - v. Inspect reinforcing steel prior to grouting.
  - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
  - vii. Inspect to determine proper consolidation of grout.
  - viii. Check that curing requirements are being followed.

#### 9. Structural Steel:

- a. Inspection Services. The CONSULTANT shall provide inspection services for the following:
  - i. Field Welding
  - ii. High Strength Bolting

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☑ Project #13-154				

- iii. Metal Decking
- iv. Welded Stud Connectors
- v. Fabrication Shop
- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
  - i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing*. The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
  - i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- d. Laboratory Tests. Laboratory tests shall be performed on the following:
  - i. High strength bolts
  - ii. Hardness Test (ASTM A325)
  - iii. Tensile Strength (ASTM F606)

### 10. Reports

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

a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

### 11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

### 12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

Not Project Related	J			
☑ Project #13-154	<b>7</b> 1	V		

## EXHIBIT "G" TO AGREEMENT FOR CONSULTANT SERVICES #13-154

### INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:		
Project No: [INSERT PR	JECT NAME]	
Consultant: BTC Labs - Vertical	Five ("BTC")	
	for review by the District's Program Manager, Calc sistant Superintendent of Business Services, Lisa Cline.	dwell
accurate reflection of the work per completed for the phase identified	of BTC, hereby certifies that the invoice submitted is a true ormed to date, is an accurate representation of the percent the invoice, and that the invoice submitted does not include eviously paid, or rejected by the District and/or CFW.	work
BTC Labs - Vertical Five	Date	
The invoice has been reviewed by the	following and is recommended for payment:	
Caldwell Flores Winters, Inc.	Date	
Oxnard School District Lisa Cline, Assistant Superintendent, Business and Fiscal Services	Date	

□ Not Project Related□ Project #13-154

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)
Program Mahager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA \$3035
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT:
PROJECT ##
PROJECT TYPE:
PROJECT TYPE:
DATE:
INVOICE ##
PERIOD COVERED:
PO ##
PUICHASS Order ##

SUBCONTRACTOR:
PREPARED BY:
EMAIL:
PHONE #:
FAX #:

			BASE CONTRACT BILLING FORM	ILLING FORM		all reduced as		Special production	Marine to the second of the second
						COST	TOTAL		
	:				% TO	COMPLETED	ā	% THIS	
ILEM#	COST CODE	CONTRACT	CONTRACT SCOPE	COST		TO DATE	BILLINGS	PERIOD	PERIOD CURRENT BILLING
•	COST ID	Base Contract - fee	၁	FE	%0	#VALUE!	0	#VALUE!	#VALUE!
2	COSTID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	%0	#VALUE!	0	#VALUE!	#VALUE!
		SUBTOTALS		#VALUE!	#VALUE!	#VALUE!	\$0.00	\$0.00 #VALUE!	#VALUE!

#VALUE!	#VALUEI	
TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	TOTAL DUE THIS INVOICE	

# Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project 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.
- that now. If your contract allows re-imbutsables in addition to contract fee, please separate these values. If you require more line items 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do 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

- percentages will change automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on First Billing.
  5 IMPORTANT! When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) complete will populate automatically.
  - Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable

# Subsequent Billings

- 7 Maqually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
  - 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
    - 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
  - pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor processing of payment.
- Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions 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. regarding billing values, or any other information required, prior to submitting a billing.

# Cavignac & Associates

INSURANCE BROKERS License No. OA99520

450 B Street, Suite 1800 San Diego, CA 92101-8005 Phone 619-234-6848
Fax 619-234-8601
Web Site www.cavignac.com

Oxnard School District ATTN: Lisa Franz 1051 South A Street Oxnard, CA, 93030

Oct 30, 2013

Re: NV5/NoIte Associates, Inc.

To Whom It May Concern:

Enclosed is a certificate of insurance, as requested. If you have questions or require changes, please contact our office via email (certificates@cavignac.com) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 243844.

Sincerely,

Cavignac & Associates Certificate Department certificates@cavignac.com 619-234-1239 (fax)

cc: Danielle Wooten (Danielle.Wooten@nv5.com)



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/2013

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

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

PRODUCER	CONTACT NAME: Certificate Department			
Cavignac & Associates	PHONE (A/C, No. Ext): 619-234-6848  [A/C, No. Ext): 619-234-6848	234-8601		
450 B Street, Suite 1800 San Diego, CA 92101-8005	E-MAIL ADDRESS: certificates@cavignac.com			
License No. OA99520	INSURER(S) AFFORDING COVERAGE	NAIC #		
	INSURER A: TRAVELERS PROP CAS CO OF AMER	25674		
INSURED	INSURER B: TRAVELERS IND CO OF CT	25682		
NV5/Nolte Associates, Inc. 2495 Natomas Park Drive, Fourth Floor	INSURER C: HUDSON INS CO	25054		
Sacramento, CA 95833 United States	INSURER D :			
	INSURER E :			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 243844 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	 S	
В	GENERAL LIABILITY	INSK	WVD	6806B97547A	5/1/2013	5/1/2014	EACH OCCURRENCE	s	1,000,000
_	X COMMERCIAL GENERAL LIABILITY				3, 1, 2013	3/1/2014	DAMAGE TO RENTED	\$	100,000
l	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	5,000
	X Cross Liab/Sev of Int	х					PERSONAL & ADV INJURY	\$	1,000,000
	X \$0 Deductible	ļ					GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	1					PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO- JECT LOC						Stop Gap Liability	\$	1,000,000
A	AUTOMOBILE LIABILITY			BA6B774609	7/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS	х					BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	X UMBRELLA LIAB X OCCUR			CUP4076T902	7/1/2013	5/1/2014	EACH OCCURRENCE	\$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	5,000,000
	DED X RETENTION\$ \$0							\$	
А	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB3893T34A	5/1/2013	5/1/2014	X WC STATU- OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	1,000,000
ĺ	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	Professional Liability			AEE7246003	5/1/2013	5/1/2014	Ea Claim Aggregate		\$5,000,000 \$10,000,000
		- 1							

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

Re: Agreement for Consultant Services #13-130. Additional Insured coverage applies to General and Automobile Liability for Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers per policy form. Primary coverage applies to General and Automobile Liability per policy form. Prof. Liab. - Claims made, defense costs included within limit. Cavignac & Associates will provide 30 days notice of cancellation to the Certificate Holder in the event of policy cancellation.

CERTIFICATE HOLDER	CANCELLATION
Oxnard School District 1051 South A Street Oxnard, CA 93030 United States	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
	Jeffrey W. Cavignac

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COVERAGE INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

#### **PROVISIONS**

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II — LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE - INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL EFFECTS
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II

#### C. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1.,
 Who Is An Insured, of SECTION II - LI-ABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- **b.** In connection with premises owned by or rented to you; or
- **c.** In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to the additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS** (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- After you have entered into that contract or agreement;
- **b.** While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Page 4 of 4

#### **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat	Date of Meeting: 5/16/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category:Agreement Category:AcademicEnrichmentSpecial Education
	Support Services Personnel
	Legal
	X Facilities
SECTION D: ACTION	
SECTION F: BOARD POLICIES 1st Re	ading 2 <sup>nd</sup> Reading
Approval of Amendment #006 to Agree Provide Additional Architectural S (Penanhoat/Fateh/CFW)	eement #12-240 with Dougherty & Dougherty to services for the Harrington ECDC Project

At the June 26, 2013 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #12-240 with Dougherty and Dougherty (now and going forward known as Dougherty) to provide additional services for the Harrington ECDC Project (Project).

Amendment #006 and the attached proposal received from Dougherty is for the additional Scope of Work including: Revisions to existing door, plumbing fixtures and accessories to enable the use of one existing restroom by preschool children and patching of existing finishes as necessary to implement these revisions.

#### **FISCAL IMPACT:**

<u>Three Thousand Six Hundred Dollars and Zero Cents [\$3,600.00]</u> to be paid out of Master Construct & Implementation Funds.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Amendment #006 to Agreement #12-240 with Dougherty for the Harrington ECDC Project for additional architectural and engineering services.

#### ADDITIONAL MATERIAL(S):

- Amendment #006, Dougherty and Dougherty (3 Pages)
- Proposal, Dated March 20, 2018 (2 Pages)
- Agreement #12-240 Dougherty and Dougherty (76 Pages)

#### Amendment No. 006 to Architect Services Agreement #12-240 with Dougherty and Dougherty

The Architect Services Agreement ("Agreement") entered into on June 26, 2013, by and between the Oxnard School District ("District") and Dougherty and Dougherty, ("Architect"), is hereby amended by the parties as set forth in this Amendment No. 006 to the Architectural Services Agreement ("Amendment") that is incorporated herein for all purposes

#### **RECITALS**

WHEREAS, The District retained Architect to provide architectural and design services for the Harrington Early Childhood Development Project ("Project") for the District's Facilities Implementation Plan;

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the Harrington ECDC Project;

WHEREAS, upon consideration of the proposed modifications to the plans and specifications, the timing of those modifications, the District requires amending the scope of work of Dougherty and Dougherty to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

#### **AMENDMENT**

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

The definition of the Project is modified to include the following additional scope of work: Revisions to existing door, plumbing fixtures and accessories to enable the use of one existing restroom by preschool children and patching of existing finishes as necessary to implement these revisions. The proposed amendment contemplates all work related to the design and engineering of the work, the preparation of a Construction Change Directive ("CCD") and the work associated with any and all permitting, licensing,

and agency approvals, including stamp-approval from DSA, and upon completion of the construction project, all work associated with certified close-out of Project.

The Parties agree to add a new SECTION 5.2.4 to the Agreement as follows:

**SECTION 5.2.4 Additional Compensation for Harrington Early Childhood Development Center revised Scope of Work.** The Architect agrees to perform the Basic Services as described in the original Agreement, and attached proposal thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

A. Three Thousand Six Hundred Dollars and Zero Cents (\$3,600.00) for the additional Scope of work for the Harrington ECDC project including: Revisions to existing door, plumbing fixtures and accessories to enable the use of one existing restroom by preschool children and patching of existing finishes as necessary to implement these revisions. Document preparation required for DSA submittal and review, and issuance to the general contractor for construction; submittal as required to DSA as a CCD; review of DSA comments and incorporation of corrections for final DSA approval; and provide construction support by addressing requests for information and review of additional documents provided by the contractor for review and approval.

#### The total sum for the additional services total:

Three Thousand Six Hundred Dollars and Zero Cents (\$3,600.00) The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on June 26, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

each has authority to do so on the dates set forth below:		
OXNARD SCHOOL DISTRICT:		
By: Lisa A. Franz, Director, Purchasing	Date	
DOUGHERTY AND DOUGHERTY:		

Date

By: \_

Brian Dougherty, Principal

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 006 and represent that



March 20, 2018

Mr. Scott Burkett Senior Vice President Caldwell Flores Winters 1901 South Victoria Ave, Suite 106 Oxnard, California 93035

Re: Harrington Early Child Development Center

Proposal for Professional Services - Restroom revisions

Dougherty Project No. 21336.20 Dougherty File No. A-3

#### Dear Mr. Burkett:

Thank you for your request for a professional services proposal to modify the approved project design and documentation to reflect the revise one existing staff restroom in Building A into a child restroom. This revision was requested by the District to accommodate child care functions at this building. The following comprises our understanding of the project scope and deliverables as well as our proposed schedule and professional fees for these services.

#### **Project Scope**

The scope of this modification includes the following revisions to the project scope as requested by the District:

 Revisions to existing door, plumbing fixtures and accessories to enable the use of one existing restroom by preschool children. Patching of existing finishes as necessary to implement revisions.

#### **Professional Services**

The following outlines the services included in this proposal:

- 1. Prepare architectural drawings and fixture selection.
- 2. Assemble documents for submittal as a CCD to DSA.
- 3. Respond to DSA comments and obtain approval.
- 4. Review and respond to contractors RFI's and submittals.



3194 D Airport Loop Drive Costa Mesa, CA 92626 714. 427. 0277 info@dougherty.us Oakland





Harrington ECDC – Scope revisions Proposal for Professional Services 3/20/2018 Page 2 of 2

#### **Project Schedule**

Design services will commence upon authorization to proceed issued by the Oxnard School District. Coordination and preparation of the CCD package is estimated at two weeks followed by an estimated DSA review and approval period of eight weeks (variable depending on DSA availability).

#### **Professional Fees**

Services outlined above are proposed to be provided for a stipulated sum of \$3,600.00 (three thousand six hundred dollars) to be invoiced monthly based on the percentage of completion of rendered services. This sum is inclusive of anticipated normal reimbursable cost expenses for printing, reproduction and shipping related to these additional services.

#### **General Assumptions**

- Required modifications to existing construction to implement changes are assumed to be limited
  to features noted above. Revisions to other building components including wall construction,
  electrical and plumbing systems are not anticipated and are not included in this proposal.
- Governing jurisdictions review fees shall be paid for by the owner.
- Additional engineering or specialty consultant services not identified above are not anticipated but could be included under separate authorization if needed and/or required.

We welcome this opportunity to continue to serve the needs of the Oxnard School District on this project and look forward to a successful continuing relationship. If you have any questions about this proposal please don't hesitate to contact us at your earliest convenience.

Sincerely.

Diego Matzkin, AIA, LEED AP Project Manager

Cc: Brian Dougherty, FAIA, LEED AP



# AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN

**DOUGHERTY + DOUGHERTY ARCHITECTS, LLP** 

AND

OXNARD SCHOOL DISTRICT

**JUNE 26, 2013** 

FOR

PROJECT 4 – HARRINGTON RECONSTRUCTION

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#### AGREEMENT FOR ARCHITECTURAL SERVICES

#### **PREAMBLE**

This Agreement for Architectural Services ("Agreement") is entered into on this 26<sup>th</sup> day of June, 2013 by and between DOUGHERTY + DOUGHERTY ARCHITECTS, LLP, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the "Architect"), with a business address at 3194 D. Airport Loop Drive, Costa Mesa, CA 92626 and the Oxnard School District, a California public school district ("District"), with offices located at 1051 South A Street, Oxnard CA 93030. 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 <u>DEFINITIONS.</u> When used in this Agreement or in the Exhibits, 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 an 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 set of drawings which better explains the Architect's intent with respect to 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" are described in Exhibit B and 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 of California.
- 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 District and the Contractor.

- 1.1.18 "CHPS" shall mean Collaborative for High Performance Schools.
- **1.1.19** "Construction Budget" shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be 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 Architect Consultant; (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 the 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 and/or contracted for 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; 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.
- **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 District's Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, and/or Program Manager 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 of California.
- 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 the 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 a written document before it has been approved and effected by the Contractor and the District.
- **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, all construction services (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 "Program Manager" shall mean the District approved program management firm, Caldwell Flores Winters, Inc., the primary District Representative and Project Manager for the Project.
- **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, Architect Consultant(s), the Contractor and other consultants.
- 1.1.54 "Primavera Contract Management System" or "CMS" 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 the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.
- 1.1.56 "Re-Use of Plans" or "Re-Use" shall mean the process by which the Architect develops a design for the Project which meets the District Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.57 "SAB" shall mean the State Allocation Board of the State of California.
- 1.1.58 "Schematic Design Phase" shall have the meaning set forth in Exhibit B.
- 1.1.59 "Services" shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in Exhibit B hereto, including any Additional Services required of the Architect hereunder.

- 1.1.60 "Site Adaption" shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check ("PC") Approval is maintained.
- 1.1.61 "SWPPP" shall mean Storm Water Prevention and Pollution Plan.
- **1.1.62** "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 District or the 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 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 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 the 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 B. Terms used in Exhibit B shall have the same meaning as those terms are defined in the Agreement. 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. The Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. The Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. The 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 Consultant(s) 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 Consultant(s). An Architect 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 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 Architect Consultant and/or personnel. If the proposed Architect Consultant 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 Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.
- **4.2.5 Project Communication.** In all cases, the Architect shall direct Project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District staff, Construction Manager, Contractors, and/or any members of the public related to the Project.
- **4.2.6** Primavera Contract Management System or CMS. The Project will be managed through the Primavera Contract Management System project management software from design through closeout. The Architect will utilize the Primavera Contract Management System software as required by the District.
- 4.2.7 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under Exhibit B if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).
- **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 Construction 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 and 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 <u>validate</u> 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 of California 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, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design 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 B and C.
- **4.2.17.1 DSA Approval Deliverable.** DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational

Specifications, Project Budget, Project Schedule, District requested changes, and/or any other requirements to meet code, or other requirements of all agencies having jurisdiction.

#### 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 District Board of Trustees. It is understood and agreed that the Architect shall not perform any Additional Services unless and until the Architect receives specific written approval for such Additional Services from the District 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) revisions required under Section 4.2.15.1; or (iv) 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 Consultant(s), 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 Consultant(s).
  - 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 Consultant(s).
  - **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 Consultant(s).

#### 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 One Hundred Thousand Dollars and No Cents (\$1,125,037.00)

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 the Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit B & C, 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	
Project Initiation	2%
Development of Architectural Program	2%
Schematic Design	9%
Design Development	14%
<b>Construction Documents</b>	43%
Bidding/DSA	5%
Construction Administration	20%
Close-Out	5%

- **5.1.1.1 Invoices.** Invoices may be submitted at the end of each Phase in the Table above, 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. All invoices must be submitted in accordance with section 5.5 below.
- 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 B, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on Exhibit B) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultant(s) 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 the 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 Services performed or costs incurred by the Architect without prior written authorization by the District. The following will not reimbursed under this Agreement:
  - **5.4.1.1** Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.
  - **5.4.1.2** Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.
  - **5.4.1.3** Consultant fees and expenses not explicitly approved under Section 5.4.2.
  - **5.4.1.4** Any other cost or expense not explicitly approved under Section 5.4.2.
- **5.4.2 REIMBURSABLE EXPENSES.** 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(s) 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. The following is the EXCULSIVE list of reimbursable expenses:
  - **5.4.2.1 Travel and Mileage.** The 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 B**.
- **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 <u>Approval Letter</u> from the District in the form of Exhibit D, attached hereto.
  - **5.5.1.2** Each invoice must be accompanied by an <u>Invoice Cover Sheet</u> indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.
  - 5.5.1.3 Progress payments shall not be made at any time during the Bidding Phase. If the 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 the 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 the 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 PROJECT 4 HARRINGTON RECONSTRUCTION. 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 the final invoice within sixty (60) days of the

District's approval of the 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. With respect to any monetary Architect Default, the termination shall be effective if the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Architect Default for which no time period for cure is otherwise specified below, the termination shall be effective if 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 exceeds 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.
- 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.

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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 the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- **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 Consultant(s) 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(s) (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 Construction 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 Consultant(s), 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.
- **TERMINATION BY ARCHITECT.** The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:
- **6.4.1** Failure to Pay Undisputed Amounts. The Architect my terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.
- **6.4.2** Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

#### 6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

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

# SECTION 7 <u>DUTIES AND LIABILITIES OF DISTRICT</u>

#### 7.1 DUTIES

- 7.1.1 Program Manager: The Program Manager represents the District it in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the Services 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 of California 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 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 documents for the District's convenience and have not been prepared 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 B 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 Construction Cost shall be prepared and updated by the Architect as required in Exhibit B during each Phase of the Services and shall be subject to District approval. The estimated 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 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 the 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(s) (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(s), 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 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 the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the 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 Consultant(s) 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 10.2.1 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 Consultant(s), 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(s) 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(s), 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 Consultant(s), 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

### 11.1 INDEMNIFICATION.

11.1.1 INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, the Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, 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
- 11.1.2 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 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, 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 such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of 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 four (4) 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 the Architect.
- 11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:
  - 11.2.4.1The 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.
  - 11.2.4.2On 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.
  - 11.2.4.3Each 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.

- 11.2.4.4The 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(s), 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(s) 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

**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.

12.2 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.

### 12.3 SUBMISSION OF A CLAIM

- 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 or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. 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.
- 12.3.2 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.

- 12.4 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.
- 12.4.1 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.
- 12.4.2 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 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 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 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.
- 12.4.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, 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.
  - 12.4.3.1Qualifications 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.
  - 12.4.3.2Submission 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.

- 12.4.3.3 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.
- 12.4.4 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.
- 12.5 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

13.1 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; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:	TO ARCHITECT:
Caldwell Flores Winters, Inc.,	
Program Manager	
ATTN: Yuri Calderon, Chief Operating Officer	
6425 Christie Ave., Suite 270	
Emeryville, CA 94608	

With original copy to:

**Oxnard School District** 

ATTN: Jeff Chancer, Superintendent

1051 South A St.

Oxnard, CA 93030

# 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 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 Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or Architect Consultant(s) 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 Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:
- 14.2.1 Cost Disclosure Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).
- **14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs)

of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

- 14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as Exhibit E and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) 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 or her personal interests or the interests of any corporation, partnership or association in which he or she 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, Architect Consultant(s) 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. Inasmuch 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 alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. 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 applicable standard of care 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) <u>California Fair Employment and Housing Act</u> (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) <u>Title I of the Americans With Disabilities Act of 1990</u> (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) <u>California Labor Code Section 1102.1</u> 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 Agreement 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:

By:

Title: Title: Suglintantent

Date: 7-23-13

Date: 7-23-13

### **EXHIBIT "A"**

### **PROJECT**

May 24, 2013 Brian Dougherty, Principal Dougherty & Dougherty 3194D Airport Loop Costa Mesa, CA 92626-3405

### Architect Selection Package for Project 4 – Harrington Elementary School (K-5)

Dear Mr. Dougherty,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **Project #4: Harrington Campus Replacement**. This project is herein referred to as "Project 4". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

### **Project 4 Summary**

Project 4 includes a new elementary school campus to be designed and constructed on the same site where the existing Harrngton Elementary School is currently located. The existing school will remain in operation throughout construction of the new facilities. Once the new school is ready for occupancy and the District confirms that all relocation efforts are complete, the existing structures will be demolished.

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant.

The District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on November 6<sup>th</sup>, 2012, and the Board has since completed a series of workshops to establish the specifications and implementation parameters for Project 4.

### **Detailed Description**

Enclosed in this package is a detailed description of Project 4, including components per approved District Educational Specifications required to establish a K-5 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by

the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

### Master Budget, Timeline, and Schedule

Summaries of the Master Budget, Timeline, and Project Schedule for the Harrington campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

### **Method of Selection**

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. The detailed Architect Selection Package should be reviewed and, if interested, responses need to be submitted by Monday, June 10, 2013 @ 4:00pm in .pdf format via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., ycalderon@cfwinc.com

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170.

Sincerely,

**Caldwell Flores Winters, Inc.** 



# Oxnard School District Architect Selection Package for Project 4 Reconstruction of Harrington School

Prepared by: Caldwell Flores Winters 6425 Christie Avenue, Suite 270 Emeryville, CA 94608

1901 Victoria Avenue, Suite 106 Oxnard, CA 93035

### OXNARD SCHOOL DISTRICT

# ARCHITECT SELECTION PACKAGE

### DETAILED DESCRIPTION: PROJECT 4 - DESIGN & RECONSTRUCT HARRINGTON K-5 SCHOOL

### PROJECT REQUIREMENTS

The Harrington school site currently exists on an 8.3 acre site. Project 4 includes the construction of a new school on the existing play fields and the demolition of the existing school. Harrington Elementary School currently serves approximately 558 students in grades K-6. Harrington is planned to be reconfigured to serve up to 700 students in grades K-5, pursuant to State loading standards for new construction. The school was constructed in 1955 and last modernized in 2004. The new Harrington campus will be built on the same campus while the existing campus is occupied.

The new campus will need to house 700 students per State standards in grades K-5 including 23 general purpose classrooms (960 square feet each), 4 kindergarten classrooms (1,120 square feet each), and 1 RSP room (480 square feet). Additionally, the new campus will contain specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms. Refer to the enclosed Approved Educational Specifications for space requirements. The project scope includes associated demolition and site work.

The total "all in" budget for the site is \$22,822,171 in current dollars, including demolition and site work (soft and construction costs combined, including contingencies). The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project which is further described in a later section. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than December 27, 2013. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence on November 2014 and be substantially complete by January, 2016.

### 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.

### SITE BACKGROUND & COMMUNITY

Established in 1955, Harrington Elementary School is an integral part of the Oxnard community. In addition to educating children, the school has provided family support services, access to community information, early education and after-school mentorship programs, and a variety of other programs for students and the community.

The design team should be thoroughly familiar with the revised 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 Harrington 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 21<sup>st</sup> century learning environments for students.

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 Harrington community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

### **EDUCATIONAL PROGRAM VISION**

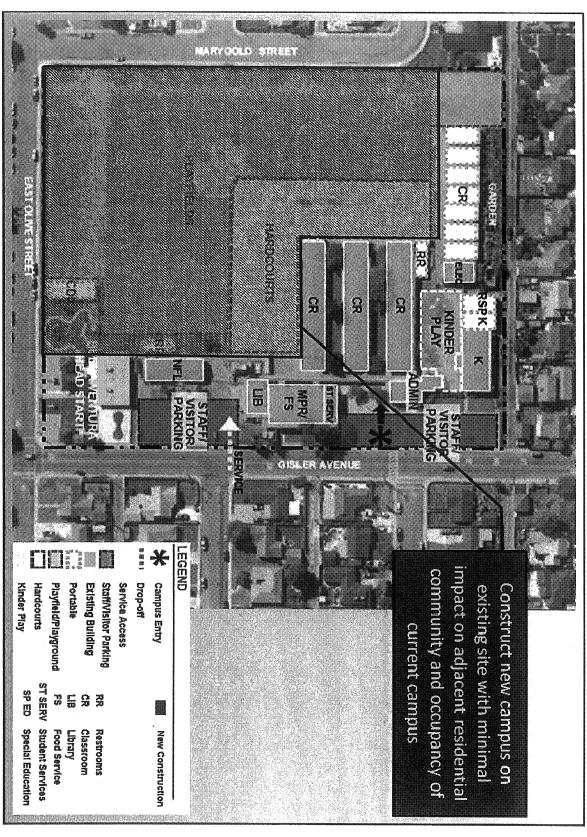
The K-5 Harrington education strand program will provide students with hands-on application of subject matter based on core curriculum requirements. Students will learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program will regularly engage 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. The design team should be mindful of the vision for the form and function of school facilities.

### SITE MAP

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should work closely with CFW and the District, to identify the best "re-use" of previously approved designs, as well as currently existing facilities, as appropriate, to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space.

No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. The reuse of the existing facilities is being undertaken with District forces, but will be closely coordinated with input from the selected design team by CFW. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities. The existing site may also be used as interim housing for additional school replacement projects for nearby schools as may be determined by the Board.

# Harrington Site Map



### APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications below reflect the Board approved Educational Specifications within the Facilities Implementation Plan and should be addressed in the proposed design.

Harrington Elementary Specifications (K-5 Schools)  Design & Reconstruct School to K-5 Specifications for 700 students					
Classrooms			22,560		
Classrooms - Estimate 23 rms @ 960 sf ea.	22,080	sf			
RSP	480	sf			
Kindergarten	i de		6,440		
Kinder Classroom 4 @ 1,120sf	4,480	sf			
Workroom/Storage	400	sf			
Toilets 4 @ 65 sq. ft.	260	sf			
Equipment Storage	100	sf			
Kinder Shade Structure	1,200	sf			
Administration	160 mg/mg/mg/mg/mg/mg/mg/mg/mg/mg/mg/mg/mg/m	and the same of	4,515		
Lobby/Public Waiting	300	sf			
Reception/Clerical	150	sf			
Principal's Office	200	sf			
Administrative Assistant	75	sf			
Conference Room	250	sf			
Work/Main Copy Room	250	sf			
Health Office	100	sf			
Nurse/Health Clerk	75	sf			
Toilet	65	sf			
Staff Workroom/Lounge	, 600	sf	ı		
Kitchenette/Vending	150	sf			
Staff Toilets	390	sf			
Parent/Conf Multi Purpose/Workroom	300	sf			
Parent/Conf Storage Room	100	sf			
Flex Office	150	sf			
Speech Office	250	sf			
Psychologist Office	150	sf .			
SDC	960	sf			

Description	Quantity	Units	Total				
Media Center			2,700				
Control Desk	100	sf					
Work/Processing Room	200	sf					
Storage Room	100	sf					
Reading Room	900	sf					
Story Telling Stacks Surplus Texbook Storage	400 400 200	sf sf sf					
				Small Breakout Room	250	sf	
				Tech Work/Storage Room/MDF	150	sf	
Multi-Purpose Room			5,375				
Multi-Purpose Room	3,500	sf					
Chair Table Storage	200	sf					
Control Room	75	sf					
Music Platform	1,400	sf					
Instrument Storage	200	sf					
Food Service			3,600				
Serving/Prep Kitchen	350	sf					
Walk-in Refg/Freezer	75	sf					
Dry Storage	75	sf					
Locker Alcove	50	sf					
Office/Work Station	/Work Station 75 sf	sf					
Toilet/Changing	75	sf					
Lunch Shelter	2,800	sf					
Custodial Services	100	sf					
Restrooms	2,200	sf	2,200				
Total Building Quantity		sf	47,390				
Sitework			265,001				
Parking Lot/Circulation	70,000	sf					
Walkways on Campus	10,000	sf					
Utilities	1	Is					
Play Courts	40,000	sf					
Play Fields (3 acres)	130,000	sf					
Landscaping	15,000	sf					
Total Hard Costs			\$14,523,200				
Total Soft Costs			\$6,224,229				
Total Contingency			\$2,074,743				
TOTAL BUDGET			\$22,822,171				

### **SUMMARY BUDGET:**

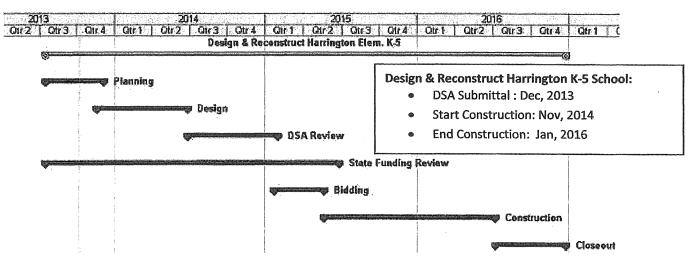
The budget below is all inclusive of both construction costs, and soft costs to implement the project including design fees, contractor's fee, consulting services, testing & inspection services, agency approval fees, etc.

## Harrington Elementary School K-5

Project	Year	Budget
Design & Reconstruct Harrington Elem. K-5	2013/14	
Demolition	\$858,000	
Sitework	\$5,272,143	
Classrooms	\$8,153,829	
Kindergarten	\$2,035,314	
Administration	\$1,631,850	
Media Center	\$975,857	
Multi-Purpose Room	\$2,111,607	
Food Service	\$832,857	
Restrooms	<u>\$950,714</u>	
·		\$22,822,171
	Est. Total	\$22,822,171

### **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 FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.



### METHOD OF SELECTION

### **BACKGROUND:**

111.

In 2012, Oxnard School District issued a Request for Qualifications for architectural services for the Measure R construction projects. In October of 2012, three firms were selected and approved by the District's Board of Trustees. All three firms have been prequalified. Each construction project that is funded by Measure R will be assigned an architect from the pool.

### **RE-USE OF PLANS:**

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least (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 & 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 Harrington 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 Harrington elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

### **ASSIGNMENT PROCESS:**

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 4. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations should contact Yuri Calderon, Chief Operating Officer, at (510) 596-8170 to request a site visit. CFW will organize a single tour of the Harrington site for all interested teams. Please do not visit any school site without coordinating with CFW.

Once the proposal deadline has passed, CFW will begin arranging interviews with all participating firms. All participating firms will be interviewed. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed "re-use" design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted. Design teams must coordinate in advance a potential site visit at each proposed site with the site staff and district facilities 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).

### **SCHEDULE**

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

- Project 4 selection package sent to prequalified firms: May 24
- Participating teams notify CFW of their intent to provide a proposal: May 31
- Participating teams submit final proposals: June 10, no later than 4:00pm
- Project Review Committee to interview each design team, including attendance at Architect designated site tours of completed campuses proposed for "re-use": June 12 - 13
- Conduct site visits: June 18 20
- Final selection to be announced to winning firm: June 21
- Board action on recommended firm and execution of contract: June 26 (Regular Board meeting)

### **SUBMITTAL FORMAT & REQUIREMENTS**

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed "re-use" project, and the firm's unique qualifications to pursue the Harrington project. In addition, the proposal should include, but not be limited to the following items:

- 1. Brief summary of similar projects completed by your firm within the last five years that closely match the proposed Project 4 program as referenced in the Project Description.
- 2. Detailed summary of 2-3 proposed "re-use" projects, indicating whether an entire project, or a combination of several projects are best-suited to be "re-used" for Project 4. Project summaries should include:
  - a. Detailed construction cost & schedule information relating to each of the projects identified in item 2 above. See attachment A –Cost Comparison Sheet
  - b. Narrative of "lessons learned" from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project.
  - c. Design firms must schedule a site visit with program manager and District to review completed site(s) as identified in item 2 above.
  - d. Design firms should be prepared to present & review complete DSA approved plan sets for projects identified in item #2 above.
  - e. Discuss the complexities of "re-use" and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.

- 3. Discuss the challenges of designing a new campus on an existing site, with construction creating a minimal impact on the existing operational school facilities
- 4. Discuss ways in which the "re-use" strategy can help to meet or accelerate the proposed timelines of the proposed project.
- 5. Discuss the firms experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.
- 6. Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
- 7. Provide brief summary of community oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

Limit response to no more than 10 double-sided 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the "re-use" proposals for Project 4 (maximum of 4 pages of drawings per proposed "re-use" project site). Firms are requested to submit their response within a single file in PDF format via email (use of YouSendIt, DropBox or similar service for large file transmittal is acceptable) to Yuri Calderon at ycalderon@cfwinc.com by no later than 4:00pm PDT, Monday, June 10, 2013.

### The Project is Amended As Follows:

### Background

The proposed "re-use" design contains components within buildings which have been acknowledged by Dougherty + Dougherty Architects, LLP ("D+D") to be in excess of the educational specifications clearly communicated in the original selection package. It is the mutual understanding of the District and D+D that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, all site adaption requirements, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of D+D and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

### **Summary of Amendment**

Pursuant to this mutual understanding, the Project is hereby amended as follows:

- 1. Administration Building The administration building has been revised to eliminate the sharp angle at the front of building.
- 2. Classroom Building The classroom building has been revised to replace two (2) larger science lab classrooms with specified 960sf classrooms, and the large ADA ramp area.
- 3. Site Adaption, District Requests, and District Standards Proposed re-use project shall be revised as necessary to accommodate all necessary site adaption changes, including site utility coordination, site circulation and access, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve an DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.
- 4. Architectural Theme Proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Harrington community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

### **Amended Budget**

As mutually agreed to by District and D+D, the Project amendment as described above shall be constructed within the original approved Project Budget of \$22,822,171.00, with original Construction Budget of \$14,523,200.00.

Acceptance of Project Amendment:

Accepted by D+D

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Accepted by District

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### **EXHIBIT "B"**

### **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 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 Contractor.

- (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 Services:

- (1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, 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.
- (2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.
- (3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.

(4) 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 the 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 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 the 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 requested by the District.
- (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 Construction Manager and the Contractor; 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 the Program Manager.
  - (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 Contractor's overhead and profit, and general conditions (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 Architect's Consultants 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 Contractor's 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 and coordination of all furniture, fixtures, and equipment required for a complete Project.
- (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
- (v) Preliminary development of details and large scale blow-ups.
- (vi) Legend showing all symbols used on drawings.
- (vii) Floor plans identifying all fixed and major movable equipment and furniture.
- (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (a) Light fixtures
  - (b) Ceiling registers or diffusers
  - (c) Access Panels

- (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
- (xi) Building design shall conform to all adopted energy regulations.
- (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, widows, and types of hardware.
- (xiii) Identify code requirements; include occupancy classification(s) and type of construction.

### (2) Structural:

- (i) Structural drawing with all major members located and sized.
- (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
- (iii) Preliminary specifications.
- (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.

### (3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
- (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- (iii) Show selected system on drawings as follows:
  - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
  - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
  - (c) Schematic piping

- (d) Temperature control zoning.
- (ii) Major mechanical equipment should be scheduled indicating size and capacity.
- (iii) Ductwork and piping should be substantially located and sized.
- (iv) Devices in ceiling should be located.
- (v) Legend showing all symbols used on drawings.
- (vi) More developed outline specifications indicating quality level and manufacture.

### (4) Electrical:

- (i) Calculate overall approximate electrical loads.
- (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
- (iv) Show system(s) selected on drawings as follows:
  - (a) Single line drawing(s) showing major distribution system.
  - (b) Location and preliminary sizing of all major electrical systems and components including:
    - (1) Load centers
    - (2) Main panels
    - (3) Switch gear
- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.

(xi) Identify and coordinate the Project with the District's IT systems and infrastructure.

### (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 the general conditions and the supplementary conditions for the contract with the Contractor.

### (8) Estimate:

Design Development Estimate: This estimate of the Construction Cost 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 unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

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 Construction 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 Construction 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 Development Phase.

### (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.

### (vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. 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% C/D's.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D'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.

- Finish, door and hardware schedules completed, including all details. (d) (e) Site utility plans completed. (f) Fixed equipment details and identification completed. Reflected ceiling plans completed. (g) Structural: (a) Structural floor plans and sections with detailing completed. (b) Structural calculations completed. Mechanical: (a) Large scale mechanical details complete. (b) Mechanical schedules for equipment completed. Completed electrical schematic for environmental cooling and exhaust (c) equipment. Complete energy conservation calculations and report. (d) Electrical: Lighting and power plan should show all switching and controls. Fixture (a) 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:

(ii)

(iii)

(iv)

All site plans, site utilities, parking and roadway systems completed.

(vi) Estimate:

Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.

## (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 Phase or changes that are required by Section 4.2.16.1 of the Agreement.
  - (ii) The Construction 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 backcheck 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 Construction Documents for distribution to bidders will be provided by the District.

## (7) Construction Documents:

- (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction 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 Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost 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 Construction 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 Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

### 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 Contractor.
- (2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction 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 Construction 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.

## 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 the 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 Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, 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 Additional 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 the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction 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 Contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when competed will be in accordance with the Construction 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 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 Construction 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 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 SERVICES

The Architect is not responsible for providing, as part of the 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 "C"

### **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 C/D drawings and specifications on C/D-1 copy (in PDF and CAD format)
- (f) Design Checklist 2 copies
- (g) 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 all submittals, 50, 75, 100%)

## EXHIBIT "D"

## **INVOICE APPROVAL FORM**

DATE:	
Project No. 4: Harrington Reconstruction	on
Architect of Record: Dougherty + Doug	herty Architects, LLP ("D+D")
D+D has submitted Invoice No	for review by the District's Program Manager, I the District.
and accurate reflection of the work perfected for the phase id-	O, hereby certifies that the invoice submitted is a true formed to date, is an accurate representation of the entified in the invoice, and that the invoice submitted as that have been previously paid, or rejected by the
Dougherty + Dougherty Architects, LLP	Date
The invoice has been reviewed by the follo	owing and is recommended for payment:
Caldwell Flores Winters, Inc.	 Date
Oxnard School District Lisa Cline, Assistant Superintendent for	Date

## CONSULTANT/YENDOR PROGRESS BILLING FORM

ö Caldwell Flores Winters, Inc. (CFW)
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT:

PROJECT TYPE: PROJECT #4 - HARRINGTON RECONSTRUCTION

NEW CONSTRUCTION/EXISTING SITE Date of invoice

Billing Period of Invoice Purchase Order# invoice #

INVOICE #:
PERIOD COVERED:
PO #:

DATE:

PROJECT #:

SUBCONTRACTOR:

VENDOR NAME

PREPARED BY:

EMAIL: PHONE #: FAX #:

ITEM#

# COST CODE

CONTRACT
Base Contract - fee
Base Contract - Re-imbursables

CONTRACT SCOPE
Architectural Services
Architectural Services

RE-IMB m

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COST

DATE

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TOTAL

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TO DATE
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CURRENT BILLING
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BASE CONTRACT BILLING FORM

2 6210-R

STEP 2

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FOR EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS #VALUE
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STALOTERS

# Consultant/Vendor Billing Instructions

## Invoice Cover Sheet Set-Up.

- I See "biling 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 grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be 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 copied/inserted in a single step by highlighting multiple rows prior to copying that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items

## First Billing.

- 5 IMPORTANT! When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The complete will populate automatically. percentages will change automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum)
- 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 (uniddlestadt@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.
- II Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be remmed to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.
- NOIE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this regarding billing values, or any other information required, prior to submitting a billing Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate.

## **EXHIBIT "E"**

## FINGERPRINTING REQUIREMENTS

## **SECTION 00510**

## BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours <u>must</u> 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 <u>prior to</u> the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

- 1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
- 2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees

who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name:	BRIAN DOUGHONTY	AND	[A1-/IN	CHEAN
Title: _	PANTOR.	,		, ,,

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: <u>/D ·//·/</u> 3		
Proper Name of Contractor:	Dedjying + Densylves Ancy 7245	Clf
Signature:	-/m	
Ву:	BRIDA DOUSHOTTY	
Its:	- JANTNIN	

## **OSD BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat	Date of Meeting: 05/16/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS	
SECTION C: CONSENT AGENDA	X_ Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal Facilities
SECTION D: ACTION	
SECTION F: BOARD POLICIES 1 <sup>ST</sup>	Reading 2 <sup>nd</sup> Reading
Purchase Order/Draft Payment Repo	ort #17-07(Penanhoat/Franz)

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

- 1. A listing of Purchase orders issued 2/23/2018 through 05/02/2018 for the 2017-2018 school year, for \$6,996,487.98
- 2. A listing of Purchase orders issued 2/23/2018 through 05/02/2018 for the 2018-2019 school year, for \$3,706,651.40
- 3. A listing of Draft Payments issued 2/23/2018 through 05/02/2018 for the 2017-2018 school year, D7665-D7696 for the total amount of \$5,586.31.

## **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 #17-07 as submitted.

## ADDITIONAL MATERIAL(S):

**Attached:** Purchase Order/Draft Payment Report #17-07 (26 Pages)

PO Number	Vendor Name	Loc	Description	Orde Amour
NP18-00059	Grainger Inc	CNS	stores	132.4
P18-02859	Amazon Com	DISTRICT OFFICE	MATLS	336.2
P18-03527	Panera Bread	ASSESS ACCOUN	MATL	400.0
P18-03556	Underwood Family Farms	HARRINGTON	ADMISSION FEE INSTRUCTION	738.0
P18-03688	Oriental Trading Co Inc	KAMALA	Materials & Supplies-Inst	59.0
P18-03692	Lakeshore Learning Materials-V	NFL	Matl/Sup	412.9
18-03693	Discount School Supply	NFL	Matl/Sup	65.9
P18-03699	Office Depot Bus Ser Div	NFL	Matl/Sup	92.4
18-03700	Staples Direct	NFL	Matl/Sup	189.7
P18-03701	CANON SOLUTIONS AMERICA INC	PURCHASING	Service	270.0
218-03702	Office Depot Bus Ser Div	BUSINESS	MATL/SUP	38.3
18-03703	Lakeshore Learning Materials-V	NFL	Matl/Sup	828.8
18-03704	Lakeshore Learning Materials-V	SIERRA LINDA	Matl/Sup - Instructional	764.5
18-03705	Lakeshore Learning Materials-V	HARRINGTON	Material and Supplies Instruction	438.9
18-03706	Lakeshore Learning Materials-V	SIERRA LINDA	Matl/Sup - Instructional	289.4
18-03707	Lakeshore Learning Materials-V	SAN MIGUEL	MATL/SUPP (A K)	61.4
18-03708	Lakeshore Learning Materials-V	SAN MIGUEL	MATL/SUPP (Infant)	228.1
18-03709	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	376.6
18-03710	Ventura Co Office Of Education SELPA	SAN MIGUEL	MATL/SUPP (Parent Guide)	20.0
18-03711	Ventura Co Office Of Education	ED SERVICES	CONF	60.0
18-03712	Ventura Co Office Of Education	HAYDOCK	CONF/ADMIN	60.0
18-03713	Ventura Co Office Of Education	ED SERVICES	Conf	490.0
18-03714	Ventura Co Office Of Education	HAYDOCK	CONF/INSTRUCTION	70.0
18-03717	Pearson	Special Ed	MATL/SUPL	602.0
18-03722	Doubletree Hotel Ontario	FRANK	Conf - Instructional	679.4
18-03723	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	157.8
18-03724	Nasco Modesto	BREKKE	MAT-SUP Instructional	90.5
18-03725	National Autism Resources, Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	553.3
18-03726	CDW G	Special Ed	Matls	24.9
18-03728	Amazon Com	CURREN	matl/sup - instructional	510.6
18-03730	Hope Inc	SAN MIGUEL	MATL/SUPP (HOPE)	26.5
18-03731	Kaplan Early Learning Company	SAN MIGUEL	MATL/SUPP (Duarte)	799.5
18-03732	Pesi, Inc	Special Ed	CONF (Haidet/Bolognino)	399.9
18-03733	WPS	Special Ed	MATL/SUPL	815.4
18-03734	MHS Inc	Special Ed	MATL/SUPL	951.1
18-03735	Aswell Trophy And Engraving	Special Ed	MATL/SUP	414.8
18-03736	Pesi, Inc	Special Ed	CONF/MATLS (SUGDEN)	260.1
18-03737	LRP Publications Inc	Special Ed	MATLS/SUPPL	607.2
18-03738	SkillPath Seminars Inc	SAN MIGUEL	CONF (M T & G W)	298.0
18-03739	Discount School Supply	SAN MIGUEL	MATL/SUPP (Infant)	247.8
18-03741	General Binding Corp.	Special Ed	MATLS/SUPPL	566.7
18-03743	Pro Ed	Special Ed	MATL/SUPL	249.6
18-03746	Starfall Education Foundation	SIERRA LINDA	Software - Instructional	270.0
18-03747	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	187.2
18-03749	Ventura Co Office Of Education	MCKINNA	conf-Instructional	350.0
18-03752	Staples Direct	SIERRA LINDA	Matl/Sup - Instructional	287.4

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.

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PO Number	Vendor Name	Loc	Description	Orde Amoun
P18-03753	Office Depot Bus Ser Div	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	363.05
P18-03754	Office Depot Bus Ser Div	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	135.98
P18-03755	Staples Direct	RITCHEN	MATL/SUP-Instructional	69.75
P18-03756	Southwest Airlines	FRANK	Conf / Instructional	226.94
P18-03757	Costco Wholesale	CHAVEZ	MATERIALS AND	500.00
			SUPPLIES-INSTRUCTIONAL	
P18-03758	Tri County GATE Council Linda Calvin	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	180.00
P18-03759	Staples Direct	TRANSPORTATIO	SUPPLIES	28.09
P18-03762	Carolina Biological Supply	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	31.89
P18-03765	CDW G	IT	MATL/SUP (Janette~Printer)	792.4
P18-03767	Soundtree	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	809.0
P18-03771	Northwest Sound Invests dba Re hab Seminars	Special Ed	CONF (SUGDEN & BREITENBACH)	999.9
P18-03773	Learning Without Tears	Special Ed	SOFTWARE - Instruction for student Isaac Turney	10.0
P18-03774	LEARNING A-Z	RAMONA	SOFT - Instruction	199.9
P18-03775	Ventura Co Office Of Education SELPA	RAMONA	CONF - Instruction	15.0
P18-03776	TOTALLY WIRELESS GPS INC	TRANSPORTATION	SUPPLIES	493.3
P18-03777	Smart And Final Iris Co	MCKINNA	Matl/sup-instructional	100.0
P18-03778	Lakeshore Learning Materials-V	NFL	Matl/Sup	235.8
P18-03779	Dunn Edwards	WAREHOUSE	Stores Suplies	342.3
P18-03783	Natl Assoc School Nurs	Pupil Srvs	DUES	105.0
P18-03784	School Health Corporation	WAREHOUSE	Stores Supplies	151.0
P18-03786	BSN Sports	WAREHOUSE	Stores Supplies	713.7
P18-03790	PRECISION DISPOSABLE PRODUCTS	WAREHOUSE	Stores Supplies	534.4
P18-03791	Regency Lighting	WAREHOUSE	Stores Supplies	942.8
P18-03793	Amazon Com	KAMALA	MATERIALS & SUPPLIES	290.4
P18-03794	Musician's Friend, Inc	KAMALA	Materials & Supplies-Inst	242.1
P18-03796	Scholastic Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	176.1
P18-03797	School Health Corporation	RITCHEN	MATL/INS-Instructional	353.1
P18-03798	Sheraton Pasadena Hotel	Special Ed	CONF (SUGDEN)	642.7
P18-03799	Courtyard by Marriott San Luis Obispo	Special Ed	Travel & Conference (Haidet/Bolognino)	229.1
P18-03800	Petroleum Telcom Inc DBA Telec om	ELM	Matl/Sup - Instructional Serv - Instructional	100.2
P18-03802	Mission Valley Hotel Operator Courtyard by Marriott SD	Special Ed	CONF (ACC-MADDEN/SUGDEN)	836.2
218-03803	Southwest Airlines	ED SERVICES	CONF	232.9
18-03805	CABE	FREMONT	TRAV/CONF INSTRUCTION / PARENT	600.0
18-03807	School Specialty Inc	Special Ed	MATL/SUP (OT)	168.0
18-03808	Westin Sacramento	SORIA	CONF (Instructional)	0.
P18-03811	Raymond Geddes And Co Inc	SORIA	MATL/SUP (Instructional)	322.6
218-03812	Ventura Co Office Of Education	SORIA	CONF (Instructional)	150.0
P18-03813	Ventura Co Office Of Education	SORIA	CONF (Instructional)	300.0

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amou
P18-03814	COMPUWAVE	BUDGET	Office Supplies	638.9
18-03815	Starfall Education Foundation	KAMALA	ONLINE SUBSCRIPTION-INSTR	270.0
18-03816	Don Johnston Inc	FREMONT	Subcriptions/Licence - Instructional	810.0
18-03817	Lakeshore Learning Materials-V	MCKINNA	matl/sup-instructional	100.0
18-03818	Staples Direct	MCKINNA	Materials & Supplies-Instructional	310.7
18-03819	ADVANCED CLASSROOM TECHNOLOGIE S, INC	MCKINNA	Materials & Supplies-Instructional	327.8
18-03820	Human Kinetics	ED SERVICES	materials and supplies	77.
18-03822	Dept Of Toxic Substances Ctr	FACILITIES	Prof Services	75.
18-03823	US School Supply Inc	HARRINGTON	Material & Supplies - Instruction	665.
18-03825	Old Mission Santa Barbara, Inc	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	450.
18-03826	WATERFORD RESEARCH INSTITUTE	BREKKE	Mat/Sup-Instructional	500.
18-03827	Petesehria, LLC PizzaMan Dan's	FREMONT	Mat/sup- Instructional	54.
18-03828	SOS Survival Products	RISK MGMT	MATERIALS AND SUPPLIES	302.
18-03829	EARTH'S BIRTHDAY PROJECT	MCAULIFFE	MATL/SUPL-Instructional	96.
18-03830	Three Rivers Mail Order Corp	MCAULIFFE	MATL/SUPL-Instructional	107.
18-03831	Insect Lore Products	MCAULIFFE	MATL/SUPL-Instructional	87.
18-03832	Ventura Co Office Of Education	CURREN	conf - instructional	70.
18-03833	Amazon Com	CURREN	matl/sup - instructional	180.
18-03834	Smart And Final Iris Co	MCAULIFFE	MATL/SUPL-Instructional	300.
18-03835	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional	20.
18-03836	California Science Center	DRIFFILL	SERV-instructional	50.
18-03839	CDW G	ED SERVICES	EQUIPMENT	492.
18-03840	Costco Wholesale	DRIFFILL	MATL/SUPP-instructional	500.
18-03842	Sunrise Phys Therapy Svcs In	RISK MGMT	ERGONOMIC MATERIALS AND SUPPLIES	526.
18-03843	Walmart	FREMONT	MAT/SUPP - INSTRUCTIONAL	740.
18-03845	Natl Assoc School Nurs	Pupil Srvs	DUES	105.
18-03847	KAPCO	KAMALA	Materials & Supplies-Instructional	106.
18-03848	Witherspoon Ent Inc DBA Port A Stor	CNS	rental	474.
18-03849	Pesi, Inc	Pupil Srvs	SERV- Webinar	249.
18-03853	School Tech Supply	ERC	Computer Equipment	251.
18-03855	CONTROLTEC INC	NFL	Main	234.
18-03856	ENOKI EVENTS, LLC BOOST COLLAB ORATIVE	ASES	CONF	195.
18-03857	Grainger Inc	CNS	supplies	159.
18-03858	School Nurse Supply Co	CURREN	matl/sup - instructional	484.
18-03859	Walmart	Pupil Srvs	MATL/SUP	200.
18-03860	Office Depot Bus Ser Div	RISK MGMT	ERGONOMIC MATERIALS AND SUPPLIES	53.
18-03861	Amazon Com	RISK MGMT	ERGONOMIC MATERIALS AND SUPPLIES	321.9
18-03862	Amazon Com	KAMALA	Materials & Supplies-Inst	169.
18-03863	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	102.
18-03864	Lakeshore Learning Materials-V	SORIA	MATL/SUP (OT)	77.
18-03865	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	800.
18-03866	Read Naturally, Inc	DRIFFILL	MATL/SUPP-instructional	297.

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO	Vanday Nama	Laa	Description	Orde
Number	Vendor Name	Loc	Description	Amou
P18-03867	ROBERT W. NORRIS VENTURA SIGNS &SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	269.3
218-03868	Inn Off Capitol Park	SUPERINTENDEN'	CONF/TRAVEL	515.2
P18-03869	Doubletree Hotel Anaheim Orang e County	Special Ed	CONF (SUGDEN)	440.5
P18-03870	Pesi, Inc	Special Ed	CONF (OT)	119.9
P18-03871	Infogrip Inc	Special Ed	MATL/SUP (K.Graves)	52.7
P18-03872	Oldcastle Precast, Inc	FACILITIES	Electrical Supplies	250.0
18-03873	Southwest Airlines	SUPERINTENDEN <sup>®</sup>	Travel/Conference	372.9
P18-03875	Rifton Equipment	Special Ed	Matl's	54.9
218-03878	MARRIOTT HOTEL SERVICE, INC LO S ANGELES AIRPORT MARRIOTT	Special Ed	TRAVL/CONF	736.4
P18-03879	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	698.2
18-03880	SPECIAL NEEDS PROJECT	SAN MIGUEL	MATL/SUPP (Hanen Ctr)	633.0
18-03883	Childtherapytoys.com, LLC	CURREN	mat/sup - instructional	64.1
18-03884	EZ FUND.COM, LLC	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	206.8
18-03885	ENOKI EVENTS, LLC BOOST COLLAB ORATIVE	ASES	CONF	150.
18-03886	MOORPARK COLLEGE FOUNDATION AM ERICA TEACHING ZOO	ELM	SERVICES/INSTRUCTIONAL	150.0
18-03891	CDW G	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	145.8
18-03892	Petroleum Telcom Inc DBA Telec om	SIERRA LINDA	Matl/Sup - Instructional	969.
18-03893	Office Depot Bus Ser Div	SIERRA LINDA	Matl/Sup - Instructional	86.
18-03894	Office Depot Bus Ser Div	HARRINGTON	MATERIALS & SUPPLIES -ADMINISTRATION	268.2
18-03895	Office Depot Bus Ser Div	RISK MGMT	MATERIALS AND SUPPLIES	7.
18-03896	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	20.0
18-03897	US GAMES	ELM	Matl/Sup -Instructional	568.0
18-03899	ENGRAVING, AWARDS & GIFTS	BUSINESS	MATLS/ LEM (SFT OPENING)	200.0
18-03900	Lakeshore Learning Materials-V	SIERRA LINDA	Matl/Sup - Instructional	193.:
18-03901	Lakeshore Learning Materials-V	SIERRA LINDA	Matl/Sup - Instructional	151.
18-03902	Amazon Com	SIERRA LINDA	Matl/Sup - Instructional	50.2
18-03903	Smart And Final Iris Co	RAMONA	Mat/Sup - Parent Participation	146.
18-03906	Amazon Com	Special Ed	MATL/SUP (L. Cornish)	66.4
18-03907	Cal Poly Corporation Attn: Car eer Center	HR	Recruit-	175.
18-03908	CABE	SUPERINTENDEN <sup>®</sup>	Conference	670.0
18-03909	School Tech Supply	HR	Comp Equipt-	571.
18-03910	Flinn Scientific Inc	KAMALA	Materials & Supplies	71.9
18-03911	Demco Inc	FREMONT	Materials & Supply-Instructional	34.
18-03912	Amazon Com	FREMONT	matl & supplies-INST	23.
18-03913	Office Depot Bus Ser Div	IT	MATL/SUP (SL 1:1 Bins)	807.
18-03914	Southwest Airlines	SUPERINTENDEN <sup>*</sup>	, , , , , , , , , , , , , , , , , , , ,	287.
18-03916	Robotics Ed & Competition Fdn	ED SERVICES	MSAP Frank	200.0
18-03917	Office Depot Bus Ser Div	ED SERVICES	MAT/SUP Haydock	62.
18-03918	Office Depot Bus Ser Div	TRANSPORTATION		100.0

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amoun
P18-03919	Southwest Airlines	ED SERVICES	CONF	252.96
P18-03920	Pacific World Corporation	WAREHOUSE	Stores Supplies	899.28
P18-03922	Southwest Airlines	ED SERVICES	CONF/TRAVEL	217.96
P18-03923	CABE	ED SERVICES	CONF/TRAVEL	810.00
P18-03924	School Nurse Supply Co	MARINA	MATL/SUPL-Instructional	59.95
P18-03926	Stenhouse Publishers	RITCHEN	Books other than Textbooks-Instructional	40.95
P18-03928	BSN Sports	KAMALA	Materials & Supplies-Inst	105.58
P18-03929	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	50.84
P18-03930	Ventura Co Office Of Education	ED SERVICES	CONF	305.00
P18-03934	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	437.68
P18-03936	Ventura Co Star	BUSINESS	SERV	133.80
P18-03937	Petroleum Telcom Inc DBA Telec om	TRANSPORTATION	SERVICE	351.55
P18-03938	Cal Lutheran University - CRLP	FRANK	CONF - INSTRUCTIONAL	700.00
P18-03940	Children's Museum of Santa Bar bara	FRANK	SERV - INSTRUCTIONAL	975.00
P18-03941	Perma Bound Books	FRANK	BKS - INSTRUCTIONAL	743.90
P18-03942	Ventura Co Office Of Education	ASSESS ACCOUN	Conf - Instructional	240.0
P18-03943	Sheraton Grand Sacramento	SUPERINTENDEN <sup>*</sup>	Travel	367.8
P18-03945	Underwood Family Farms	ROSE	PROFESSIONAL/CO - INSTRUCTIONAL	808.0
P18-03947	S & S WORLDWIDE, INC	FREMONT	Material & Supply-Instructional	240.6
P18-03948	School Serv Of Calif Inc	BUSINESS	CONF	215.0
P18-03949	Ventura Co Business Machines	BUSINESS	SVCE	85.0
P18-03950	Lakeshore Learning Materials-V	ED SERVICES	MTLS/SUPP	638.5
P18-03951	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional	394.28
P18-03955	Sams Club 6455	LEMONWOOD	MATL/SUP - Instruction	750.00
P18-03957	COUNTY OF VENTURA	FACILITIES	Fees	356.78
P18-03959	Jobs Available Inc	PERSONNEL	SERV	312.0
P18-03960	ACSA Region 13 Attn: Sherry Ma nley	PERSONNEL	Conf	120.0
P18-03961	Walmart	Pupil Srvs	MATL/SUP	300.00
P18-03962	Amazon Com	KAMALA	Materials & Supplies- Inst	711.5
P18-03964	Digital River, Inc	HR	Serv-	132.2
P18-03965	Inventables, Inc	ED SERVICES	MATL/SUP Haydock	288.6
P18-03966	Green Thumb International	ED SERVICES	MATL/SUP Haydock	452.5
P18-03967	Ventura Co Community College D	HR	Recruit-	10.0
P18-03968	Lakeshore Learning Materials-V	FREMONT	MAT/SUPP - INST	86.9
P18-03969	HookandLoop.com	RITCHEN	MATL/INS-Instructional	138.7
P18-03970	Lakeshore Learning Materials-V	SAN MIGUEL	MATL/SUPP (Y Rodriguez)	172.8
P18-03971	Sunshine Cottage Sch For Deaf	SAN MIGUEL	MATL/SUPP (Infant)	105.0
P18-03972	Otter Graphics, Inc	SAN MIGUEL	MATL/SUPP (Printer ink)	346.5
P18-03973	Houghton Mifflin Harcourt	SAN MIGUEL	MATL/SUPP (Infant)	309.59
P18-03974	Smart And Final Iris Co	FREMONT	Materials and Supplies-Instructional	200.0
P18-03977	EPS Literacy & Intervention	BREKKE	Materials and Supplies-RSP	135.5
P18-03978	Superior Sanitary Supplies	SAN MIGUEL	MATL/SUPP (Custodial)	87.9
P18-03980	ALASKA AIRLINES INC	ED SERVICES	CONF	501.6
P18-03981	School Specialty Inc	MARINA	Matl/Supl-Instructional	115.3
218-03982	Home Depot Inc	ED SERVICES	MATL/SUP Fremont	607.1
P18-03983	Academic Therapy Publication	BREKKE	Materials and Supplies-RSP	53.9

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amoun
P18-03984	MANUEL & CLEOPATRA LUPIAN	Special Ed	REIMB(PGRMS)	102.98
P18-03986	Demco Inc	ED SERVICES	MATL/SUP Fremont	731.86
P18-03987	CDW G	HR	Supp-	140.24
P18-03988	CN School & Office Sol, Inc Cu Iver-Newlin	LEMONWOOD	BOND/EQUIP (VS CHAIRS FOR CNS)	514.40
P18-03989	Office Depot Bus Ser Div	GRAPHICS	Materials and Supplies	125.15
P18-03990	Office Depot Bus Ser Div	BUSINESS	MATL/SUP	367.9
P18-03992	Amazon Com	MARSHALL	MATL/SUP - Instruction	138.00
P18-03995	Oriental Trading Co Inc	RAMONA	Mat/Sup - Instruction	157.5
P18-03996	Lakeshore Learning Materials-V	MCKINNA	matl/sup-instructional	100.0
P18-03997	Lakeshore Learning Materials-V	MCKINNA	matl/sup-instructional	100.0
P18-03998	Really Good Stuff	MCKINNA	matl/sup-instructional	144.1
P18-03999	Sams Club 6455	MCKINNA	matl/sup-Instructional	205.2
P18-04001	Lakeshore Learning Materials-V	MCKINNA	Matl/sup-Instructional	100.0
P18-04002	Scholastic Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	235.5
P18-04005	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	800.0
P18-04006	Ventura Co Office Of Education	HAYDOCK	CONF/INSTRUCTION	50.0
P18-04007	Oriental Trading Co Inc	ED SERVICES	MTLS	153.3
P18-04009	Parent Project Inc	ROSE	BOOKS OTHER THAN TEXTBOOKS - INSTRUCTIONAL	535.2
P18-04012	Fitness Finders, Inc	RITCHEN	MATL/SUP-Instructional	146.7
P18-04013	Kelly Paper	GRAPHICS	Materials and Supplies	757.7
P18-04014	Multi Service Technology Sol B est Buy Business Advantage	FREMONT	Materials & Supplies-Instructional	591.0
P18-04015	James Shaw Uncle Jim's Worm Fa rm	FREMONT	Materials & Supplies-Instructional	63.4
P18-04016	Office Depot Bus Ser Div	NFL	Matl/Sup	97.8
P18-04019	School Specialty Inc	RITCHEN	MAT/SUP-Instructional	107.7
P18-04021	Petroleum Telcom Inc DBA Telec om	BREKKE	Repairs-Instructional	243.8
P18-04022	Aswell Trophy And Engraving	ED SERVICES	MATL/SUP	127.6
P18-04023	Hilton Los Angeles Airport	Pupil Srvs	CONF	473.3
P18-04026	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	Pupil Srvs	CONF	80.0
18-04027	Ertel Cabinets & Millwork	FACILITIES	Prof Service / ESC Restroom	915.0
18-04028	NAPT	TRANSPORTATIO	MEMBERSHIP	100.0
18-04032	Smart And Final Iris Co	RAMONA	Mat/Sup - Parent Participation	215.5
218-04034	Oriental Trading Co Inc	MARINA	MATL/SUPL-Instructional	101.5
218-04035	Southwest Airlines	BUSINESS	CONF	770.8
218-04036	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	126.9
218-04037	Amazon Com	Pupil Srvs	MATL/SUP	192.9
218-04038	Ergo Experts LLC	SAN MIGUEL	MATL/SUPP (M T Chair)	469.5
18-04045	Westin Sacramento	SUPERINTENDEN <sup>®</sup>		756.1
218-04047	Southwest Airlines	SUPERINTENDEN <sup>®</sup>	CONF Travel	291.9
P18-04048	Petroleum Telcom Inc DBA Telec om	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	218.1
218-04050	Walmart	Pupil Srvs	MATL/SUP	300.0
P18-04051	Walmart	Pupil Srvs	MATL/SUP	200.0
P18-04052	BSN Sports	WAREHOUSE	Stores Supplies	380.3
P18-04055	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	117.6

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amoun
P18-04056	CDW G	ED SERVICES	SERV	151.21
P18-04057	CDW G	ED SERVICES	MTLS/SUPP	252.14
P18-04061	Houghton Mifflin Harcourt	Special Ed	MATL/SUPL	801.55
P18-04068	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	176.47
P18-04070	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	16.04
P18-04074	School Tech Supply	IT	MATL/SUP	661.80
P18-04075	Dell Direct Sales Lp	PERSONNEL	computer	566.27
P18-04081	COUNTY OF VENTURA	FACILITIES	Fees	356.78
218-04083	Nasco	DRIFFILL	MATL/SUPP-instructional	138.46
P18-04084	Aquarium Of The Pacific	SORIA	SERV (Instructional)	232.00
P18-04085	The Parent Institute	MCKINNA	matl.sup-instructional	451.47
P18-04086	ROBERT W. NORRIS VENTURA	DRIFFILL	MATL/SUPP-instructional	603.57
P18-04089	SIGNS &SCREEN PRINTING Best Buy	MARINA	MATL/SUPL-Instructional	269.36
P18-04009	Rotary Club Of Oxnard	SUPERINTENDEN <sup>*</sup>		325.00
	•			
P18-04092	Southwest Airlines	ED SERVICES	CONF	401.9
P18-04093	Pearson	Special Ed	MATL/SUPL	445.9
P18-04095	Pearson	Special Ed	MATL/SUPL	377.6
P18-04096	Pro Ed	Special Ed	MATL/SUPL	871.3
218-04097	Par Inc	Special Ed	MATL/SUPL	694.5
P18-04098	MHS Inc	Special Ed	MATL/SUPL	734.4
218-04100	Academic Therapy Publication	Special Ed	MATL/SUPL	533.3
18-04102	Carolina Biological Supply	HAYDOCK	MATL/SUPPLY-INSTRUCTION	84.5
P18-04103	Classroom Products LLC	HAYDOCK	MATL/SUPPLY-INSTRUCTION	141.9
P18-04104	ACSA	RAMONA	Conf- Admin	199.0
P18-04105	Courtyard by Marriott San Luis Obispo	RAMONA	CONF- ADMIN	607.9
P18-04106	Printed Solid, Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	161.6
P18-04107	Ventura Co Office Of Education	SORIA	CONF (Instructional)	30.0
P18-04108	Digital River, Inc	HR	Supp-	121.5
P18-04109	Digital River, Inc	HR	Supp-	121.5
P18-04110	Digital River, Inc	HR	Supp-	121.5
P18-04111	Digital River, Inc	HR	Supp-	121.5
P18-04112	Tri Counties School Personnel Attn: Belen Gonzalez, VUSD	HR	Conf-	120.0
P18-04113	Hilton Sacramento Arden West	SORIA	CONF (Admin)	141.2
218-04114	GOOGLE PAYMENT CORP	IT	SOFTWARE	25.0
P18-04117	Insect Lore Products	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	115.5
P18-04119	Smart And Final Iris Co	WAREHOUSE	Stores Supplies	834.0
218-04120	Barnes And Noble	ED SERVICES	MATL/SUP Fremont	103.2
P18-04121	Petroleum Telcom Inc DBA Telec om	RITCHEN	MAT/SUP-Instructional	88.5
P18-04123	Forbess Consulting Group, Inc	FACILITIES	Prof Service / OSC	670.0
P18-04124	Johnstone Supply	FACILITIES	Prof Service / ESC Restroom	336.3
218-04125	Gold Coast Glass Inc	FACILITIES	Prof Service / ESC Restroom	326.6
P18-04129	Rio Elementary School Distri	BUSINESS	SERV	407.8

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amou
P18-04130	Office Depot Bus Ser Div	BUSINESS	MATL/SUP	307.6
P18-04131	Amazon Com	SAN MIGUEL	MATL/SUPP (N. Gonzalez)	200.0
P18-04133	Santa Barbara Museum of Natura I History	LEMONWOOD	SERV	200.0
P18-04134	Jobs Available Inc	PERSONNEL	Serv	390.0
P18-04138	Johnstone Supply	FACILITIES	Materials and Supplies	37.7
P18-04139	Johnstone Supply	FACILITIES	Materials and Supplies / ESC Restroom	42.6
P18-04140	COUNTY OF VENTURA VC TAX COLLE CTOR	BUSINESS	SERV	92.8
P18-04141	California Science Center	SORIA	SERV (Instructional)	515.0
218-04143	CDW G	HR	Software	151.2
P18-04146	COUNCIL FOR EXCEPTIONAL CHILDR EN	Special Ed	DUES & MEMB	315.0
P18-04147	Ventura Co Star	BUSINESS	SERVICE - LEGAL	258.6
P18-04153	Office Depot Bus Ser Div	RISK MGMT	ERGONOMIC MATERIALS AND SUPPLIES	53.4
P18-04154	Amazon Com	RISK MGMT	Materials & Supplies	82.1
P18-04155	Daniels Tire Service	WAREHOUSE	Repairs	856.3
P18-04156	DMEC	RISK MGMT	Dues and Member	199.0
18-04157	NEW MANAGEMENT, INC	SAN MIGUEL	MATL/SUPP (LockBlok)	55.4
18-04158	SCHOOL SAFETY SOLUTION, LLC	SAN MIGUEL	MATL/SUPP (Window covering)	469.7
18-04160	CDW G	SAN MIGUEL	MATL/SUPP (Phone headsets)	785.4
18-04161	NETWORK CRAZE TECHNOLOGIES INC	SAN MIGUEL	MATL/SUPP (Phones)	262.2
P18-04162	Amazon Com	RISK MGMT	ERGONOMIC MATERIALS AND SUPPLIES	177.9
P18-04163	SOS Survival Products	RISK MGMT	MATERIALS AND SUPPLIES	335.2
P18-04164	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	DRIFFILL	SERV-instructional	120.0
P18-04166	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service / ESC Portable	690.0
P18-04167	Pyro Comm Systems Inc	FACILITIES	Prof Service Def Maint / Curren	900.0
P18-04168	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service / Rose Ave	843.
218-04169	CDW G	FREMONT	materials and supplies-Instructional	808.
218-04170	ErgoDirect, Inc	RISK MGMT	ERGONOMICS MATERIALS AND SUPPLIES	93.
18-04171	Frys Electronics	FREMONT	Materials and Supplies-Instructional	281.
18-04172	Oriental Trading Co Inc	FREMONT	MAT/SUP-INSTRUCTIONAL	20.
18-04173	Nasco	FREMONT	MAT/SUPP- INSTRUCTION	112.
18-04174	Oriental Trading Co Inc	RITCHEN	MATL/SUP-instructional	237.
18-04175	Kaplan Early Learning Company	RITCHEN	MATL/SUP-INSTRUCTIONAL	71.
18-04176	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	764.9
18-04178	Sonesta Silicon Valley	ED SERVICES	CONF	164.
18-04179	COUNTY OF VENTURA	CNS	supplies	28.0
18-04180	School Nutrition Association	CNS	conference	985.
18-04181	Cummins Allison Corp	CNS	other services	409.
18-04182	School Nutrition Association	CNS	membership	225.
218-04184	Div Of The State Architect	FACILITIES	Fees / Ritchen McAuliffe Chavez	500.
P18-04187	Ventura Co Sch Bds Assn Attn:	SUPERINTENDEN <sup>*</sup>	CONF	80.

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amoun
P18-04188	Amazon Com	CURREN	matl/sup - instructional	240.19
P18-04190	Ventura Co Office Of Education	CURREN	conf- instructional	50.00
P18-04191	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	CURREN	serv - instructional	180.00
P18-04192	Walmart	MCKINNA	matl/sup-instructional	85.00
P18-04193	School Tech Supply	PURCHASING	MATLS/ SUPL	151.8
P18-04194	The Painted Pony	ROSE	PROFESSIONAL / CO - INSTRUCTIONAL	473.4
218-04196	Amazon Com	HR	Books	77.9
18-04197	Southwest Airlines	SUPERINTENDEN <sup>*</sup>	CONF	291.9
18-04199	Best Western Pepper Tree Inn	IT	CONF/TRAVEL (Valerie-CASBO)	586.1
18-04200	Identification & Security Inte	WAREHOUSE	Stores Supplies	369.8
18-04201	SOS Survival Products	RISK MGMT	Materials & Supplies	268.8
18-04202	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	801.2
18-04203	Hyatt Regency Sacramento	SUPERINTENDEN <sup>*</sup>	CONF	366.6
18-04204	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	SUPERINTENDEN <sup>*</sup>	CONF	80.0
18-04205	Multi Service Technology Sol B est Buy Business Advantage	FREMONT	Materials & Supplies-Instructional	387.1
18-04206	Amazon Com	RISK MGMT	MATERIALS AND SUPPLIES	31.6
18-04207	Supershuttle-Sacramento	BUSINESS	travel/conf	76.0
18-04210	Staples Direct	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	242.4
18-04214	Sonesta Silicon Valley	ED SERVICES	CONF	164.1
18-04217	Dell Direct Sales Lp	PURCHASING	COMP EQUIP	890.8
18-04218	Amazon Com	CURREN	matl/sup - instructional	550.0
18-04219	Raymond Geddes And Co Inc	CURREN	matl/sup - instructional	213.8
18-04221	Oriental Trading Co Inc	CURREN	matl/sup - instructional	333.5
18-04222	School Life, div of ImageStuff	CURREN	matl/sup - instructional	924.6
18-04223	Barnes And Noble	CURREN	bks/incentives	344.8
18-04225	Amazon Com	FREMONT	MAT/SUP - INSTRUCTIONAL	104.7
18-04228	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	321.4
18-04229	Pesi, Inc	Special Ed	Dyslexia WebcastTraining April 16th	269.9
18-04232	Ventura Co Office Of Education	SAN MIGUEL	CONF (S Posos)	45.0
18-04233	Staples Direct	HAYDOCK	MATL/SUPPLY-INSTRUCTION	434.3
18-04234	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPLY-INSTRUCTION	270.8
18-04235	SUNSTONE CENTER COURT LESSEE S HERATON CERRITOS HOTEL	SAN MIGUEL	TRAV/CONF (M. Truax)	189.6
18-04236	Veritiv Operating Company	FACILITIES	Materials and Supplies	532.5
18-04238	Center for the Collaborative C	ROSE	MATERIALS & SUPPLIES -	358.8
	lassroom		INSTRUCTIONAL	
18-04239	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	ROSE	TRAVEL & CONFERENCE - COUNSELOR/OUTREACH	160.0
18-04240	Underwood Family Farms	MCKINNA	matl/sup-instructional	776.0
18-04241	History Brought To Life	MCKINNA	serv-instructional	785.0
18-04242	California Science Center	FREMONT	MAT-SUP / INSTRUCTIONAL	344.8
18-04244	Santa Barbara Zoo	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	606.0
18-04245	Santa Barbara Zoo	MARSHALL	SERV - Instruction	562.5
18-04246	Inn Off Capitol Park	ED SERVICES	CONF	147.2

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amoun
P18-04247	A Z Bus Sales Inc	TRANSPORTATION	·	125.00
P18-04248	A Z Bus Sales Inc	TRANSPORTATION		250.00
P18-04250	A Z Bus Sales Inc	TRANSPORTATION		939.87
P18-04253	A Z Bus Sales Inc	TRANSPORTATION		578.88
P18-04254	School Tech Supply	IT	MATL/SUP (Oscar-RAM)	597.94
P18-04255	Brian Morehuse BRM/dba Snap On	TRANSPORTATIO	,	165.92
	Tools	NFL		
P18-04256	Office Depot Bus Ser Div		Mati/Sup	15.06
P18-04257	Demco Inc	HAYDOCK	MATL COURT INCTRUCTION	383.43
P18-04258	Jones School Supply Co Inc	ED SERVICES	MATLS/SUPPL-INSTRUCTIONAL	436.34
P18-04259	Lakeshore Learning Materials-V	RAMONA	Matl/Sup	458.52
P18-04260	Southwest Airlines	ED SERVICES	CONF	401.96
P18-04261	Southwest Airlines	ED SERVICES	CONF	221.96
P18-04262	NEW MANAGEMENT, INC	MCAULIFFE	MAT/SUPL-Instructional	355.58
P18-04266	Lakeshore Learning Materials-V	MCKINNA	matl/sup-instructinal	100.00
P18-04270	Calif Assn Of Latino Supt & Ad	SUPERINTENDEN'		425.00
P18-04272	Perma Bound Books	SORIA	BKS (Instructional)	119.41
P18-04273	Perma Bound Books	SORIA	BKS (Instructional)	996.42
P18-04274	Superior Sanitary Supplies	CNS	supplies	377.56
P18-04275	James Shaw Uncle Jim's Worm Fa rm	CNS	supplies	281.89
P18-04276	AEOE	CURREN	conf - instructional	500.00
P18-04277	Pesi, Inc	CURREN	conf - instructional	599.97
P18-04280	Monster Technology LLC	KAMALA	Materials & Supplies-Inst	440.67
P18-04281	Rochester 100, Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	492.96
P18-04282	Amazon Com	KAMALA	Books	381.30
P18-04283	Nasco	FREMONT	Materials & SuppliesInstructional	172.86
P18-04284	Insect Lore Products	KAMALA	Materials & Supplies-Inst	150.80
P18-04285	Musician's Friend, Inc	KAMALA	Materials & Supplies	161.41
P18-04286	Ventura Co Office Of Education	CURREN	conf- instructional	70.00
P18-04287	Jostens, Inc	SORIA	MATL/SUP (Instructional)	592.63
P18-04288	Lakeshore Learning Materials-V	FREMONT	Materials & Supplies-Instructional	153.35
P18-04289	Sams Club 6455	CURREN	matl/sup - instructional	500.00
P18-04290	Office Depot Bus Ser Div	FREMONT	MAT/SUP INSTRUCTION	717.55
P18-04291	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPLY-INSTRUCTION	405.18
P18-04292	Lowe's	CURREN	matl/sup - instructional	250.00
P18-04293	Lowe's	CNS	supplies-grant	107.75
P18-04294	Office Depot Bus Ser Div	KAMALA	Materials & Supplies- Inst	149.93
P18-04295	Home Depot Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	10.75
P18-04296	Southwest Airlines	SUPERINTENDEN <sup>*</sup>		216.96
P18-04297	Home Depot Inc	MARINA	MATL/SUPL-Intructional	684.95
P18-04298	Office Depot Bus Ser Div	BUSINESS	MATL/SUP	7.53
P18-04299	Walmart	MCKINNA	MATL/SUP-INSTRUCTIONAL	50.00
P18-04300	Underwood Family Farms	BREKKE	SERV-Instructional	416.00
P18-04301	Underwood Family Farms	BREKKE	SERV-Instructional	488.00
P18-04306	Jolly Jumps	MCKINNA	serv-instructional	720.00
P18-04307	Varidesk, LLC	ED SERVICES	Equip	134.69
P18-04308	CDW G	ED SERVICES	MTLS/SUPP	877.5

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amour
218-04309	ThinkWrite Technologies LLC	ED SERVICES	MTLS	191.6
218-04310	School Tech Supply	Special Ed	EQUIPT(SCORING)	827.0
P18-04311	Santa Barbara Museum of Natura I History	LEMONWOOD	SERV	400.0
P18-04313	Laser Toner & Computer Supply	SUPERINTENDEN'	Repair	250.0
P18-04314	Staples Direct	RITCHEN	Computer Supplies-Instructional	231.6
18-04316	AGAVE INN	IT	CONF (Valerie - TAPD)	348.5
18-04317	Casto Chapter 5	TRANSPORTATION	WORKSHOP	25.0
18-04318	Amazon Com	BUSINESS	MATL/SUP	37.7
18-04319	Daniels Tire Service	TRANSPORTATION	Repairs	250.9
18-04320	Amazon Com	MARSHALL	MATL/SUP - Instruction	150.3
18-04321	Amazon Com	MARSHALL	MATL/SUP - Instruction	270.7
18-04322	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	ROSE	TRAVEL & CONFERENCE - TEACHERS	80.0
18-04324	Accurate Label Designs Inc	FRANK	MATL/SUP	161.6
18-04325	California Science Center	FRANK	SERV / INSTRUCTIONAL	441.3
18-04326	Ventura Co Office Of Education	FRANK	CONF / INSTRUCTIONAL	900.0
18-04328	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	245.0
18-04329	Oriental Trading Co Inc	SIERRA LINDA	Matl/Sup - Instructional	150.
18-04330	Lakeshore Learning Materials-V	SIERRA LINDA	Matl/Sup - Instructional	143.2
18-04331	Amazon Com	SIERRA LINDA	Matl/Sup - Instructional	324.
18-04332	Lakeshore Learning Materials-V	SIERRA LINDA	Matl/Sup - Instructional	106.3
18-04333	Batteries Plus	WAREHOUSE	Stores Supplies	474.
18-04334	Identification & Security Inte	WAREHOUSE	Stores Supplies	659.9
18-04335	Spicers Paper Inc	WAREHOUSE	Stores Supplies	515.0
18-04337	Inn Off Capitol Park	ED SERVICES	CONF/TRAVEL	441.6
18-04338	Petroleum Telcom Inc DBA Telec om	SIERRA LINDA	Matl/Sup - instructional	37.
18-04340	Office Depot Bus Ser Div	NFL	Matl/Sup	39.
18-04347	Uline	WAREHOUSE	Stores Supplies	276.8
18-04350	Southwest Airlines	ED SERVICES	CONF/TRAVEL	385.9
18-04351	Blick Art Materials	WAREHOUSE	Stores Supplies	543.0
18-04355	Lakeshore Learning Materials-V	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	400.0
18-04356	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	234.8
18-04357	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instructin	449.
18-04358	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	862.8
18-04359	Really Good Stuff	BREKKE	MAT/SUP-RSP	145.8
18-04360	Voyager Sopris Learning, Inc	BREKKE	MAT/SUP-RSP	62.2
18-04361	Auditory Processing Center of Pasadena	Special Ed	CAPDOTS training to Frem RSP for A.L. 6/24/06	495.0
18-04363	Amazon Com	SAN MIGUEL	MATL/SUPP (Infant)	145.4
18-04364	Discount School Supply	SAN MIGUEL	MATL/SUPP (Infant)	841.5
18-04365	Amazon Com	SIERRA LINDA	Matl/Sup - Instructional	14.0
18-04366	Amazon Com	MARSHALL	MATL/SUP - Instruction	360.9
18-04367	John A Lagomarsino IV Lagomars ino Transport	ASES	SERVICE	750.0
18-04368	Ventura Co Community College D	LEMONWOOD	RENTAL	255.0
18-04369	Santa Barbara Zoo	MCAULIFFE	SERV-Instructional (5-29-18)	254.0
18-04372	Office Depot Bus Ser Div	SAN MIGUEL	MATL/SUPP (Infant)	203.

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Ord Amou
18-04373	SUNSTONE CENTER COURT	Special Ed	TRAVL/CONF (K.Haidet)	178.4
	LESSEE S HERATON CERRITOS HOTEL	•		
18-04374	SUNSTONE CENTER COURT LESSEE S HERATON CERRITOS HOTEL	Special Ed	CONF	178.4
18-04376	Pro Pack, Inc	GRAPHICS	Materials and Supplies	312.6
18-04377	Alto Imaging Technologies	GRAPHICS	Software and Upgrade	711.1
18-04378	Drapery Affair The Floor Store	FACILITIES	Materials and Supplies / ESC Restroom	99.
18-04379	Ferguson Enterprises Inc	FACILITIES	Materials and Supplies / ESC Restroom	40.
18-04380	Ferguson Enterprises Inc	FACILITIES	Materials and Supplies / ESC Restroom	880.
18-04381	Petroleum Telcom Inc DBA Telec om	LEMONWOOD	MAT/SUPP (ADMIN)	351.
18-04382	Old Mission Santa Barbara, Inc	KAMALA	SERVICES-INST	192.
18-04383	Brainpop Com Llc	MARSHALL	SUBS(MELLRING)	175.
18-04384	California Science Center	DRIFFILL	SERV-instructional	255.
18-04386	COUNTY OF VENTURA	FACILITIES	Fees	356.
18-04387	EZ FUND.COM, LLC	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	321.
18-04391	Apple Computer Inc	IT	MATL/SUP (Valerie)	106.
18-04392	School Tech Supply	IT	MAT/SUP (Ricky)	183.
18-04393	SWRCB/SW Fees	FACILITIES	Fees / Lemonwood	736.
18-04394	Scholastic Inc	RITCHEN	MATL/SUP-Instructional	601.
18-04395	Scholastic Inc	RITCHEN	MATL/SUP-Instructional	694.
18-04396	Concepts School & Office Furn	KAMALA	Materials & Supplies-Inst	588.
18-04398	Gopher Sport	LEMONWOOD	MAT/SUPP (Instruction)	931.
18-04400	Staples Direct	MCKINNA	matl/sup-instructional	522.
18-04403	Hilton Garden Inn San Diego OI d Town/Sea World	IT	CONF (Valerie ~ TAPD)	179.
18-04404	Pearson Education	DRIFFILL	MATL/SUPP-instructional	533.
18-04405	School Tech Supply	Special Ed	EQUPT (SUGDEN)	885.
18-04407	Maad Graphics	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	259.
18-04412	Sinclair Sanitary Supply Inc	FACILITIES	Equipment / Curren	992.
18-04419	Gopher Sport	RITCHEN	MATL/SUP-Instructional	959.
18-04421	Endless Choices	LEMONWOOD	MAT/SUPP (Instruction)	581.
18-04422	Liebert Cassidy Whitmore	BUSINESS	CONF	100.
18-04423	SCHOOL SAFETY SOLUTION, LLC	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	117.
18-04425	Warner Bros Studio Facilities	ASES	SERV	975.
18-04426	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	938.
18-04429	Office Depot Bus Ser Div	NFL	Matl/Sup	171.
18-04430	Lakeshore Learning Materials-V	LEMONWOOD	materials/Title 1	210.
18-04431	Lakeshore Learning Materials-V	LEMONWOOD	Materials/Title 1	62.
18-04432	Lakeshore Learning Materials-V	LEMONWOOD	MATERIALS/TITLE 1	70.
18-04433	Baudville Inc	HARRINGTON	MATERIAL & SUPPLIES INSTRUCTION	60.
18-04434	Amazon Com	LEMONWOOD	MATERIALS/TITLE 1	114.
18-04435	Amazon Com	LEMONWOOD	MATERIALS/TITLE 1	13.
18-04436	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instruction)	171.

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amou
P18-04439	Smart And Final Iris Co	DRIFFILL	MATL/SUPP-instructional	60.0
P18-04441	Rochester 100, Inc	ELM	Matl/sup - Instructional	509.1
P18-04444	School Life, div of ImageStuff	MCAULIFFE	MATL/SUPL-Instructional	74.2
P18-04448	Ashton Awards Inc Aswell Troph y	HR	Supp-	305.8
P18-04449	UNITED RECORDS MANAGEMENT	ASES	SERV/ADMIN	500.0
18-04450	Woodburn Press	RITCHEN	MATL/SUP-Instructional	475.1
18-04451	Bagsinbulk.com	RITCHEN	MATL/SUP-Instructional	67.2
18-04452	Rochester 100, Inc	RITCHEN	MATL/SUP-Instructional	370.3
18-04453	DoubleTree Suites by Hilton	HR	Travel	354.8
18-04458	Ventura Co Business Machines	CURREN	repair- instructional	100.0
18-04461	CDW G	BREKKE	MAT/SUP-INSTRUCTIONAL ADMIN	739.4
18-04465	Office Depot Bus Ser Div	SUPERINTENDEN <sup>*</sup>		787.0
18-04466	Oriental Trading Co Inc	SIERRA LINDA	Matl/Sup - Instructional	100.9
18-04467	Office Depot Bus Ser Div	TRANSPORTATION	•	842.8
18-04468	Rochester 100, Inc	MARINA	MATL/SUPL-Instr	909.
18-04469	Oriental Trading Co Inc	MCKINNA	Matl/sup-instructional	399.
18-04470	•	IT	MATL/SUP (Ricky/Haydock)	953.
	ADVANCED CLASSROOM TECHNOLOGIE S, INC		, , ,	
18-04472	B & H Foto & Electronics Corp	IT	MATI/SUP	420.
18-04474	KURT WILLIAM MASSEY DYNAMIC MO UNTING LLC	IT	MAT/SUP (Ricky/Portable 502)	996.
18-04475	Oriental Trading Co Inc	ELM	MATL/SUPP/INSTRUC	942.
18-04476	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Instructional	516.
18-04477	Lakeshore Learning Materials-V	NFL	Matl/Sup	246.
18-04479	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	SORIA	SERV (Instructional)	60.0
18-04480	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	SORIA	SERV (Instructional)	600.
18-04481	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	SORIA	SERV (Instructional)	450.
18-04482	Hopscotch Technologies, Inc	SORIA	SOFTWARE (Instructional)	412.0
18-04484	Staples Direct	TRANSPORTATIO	SUPPLIES	312.
18-04485	Staples Direct	TRANSPORTATIO	SUPPLIES	22.
18-04486	Smile Makers Inc	ELM	MATL/SUPP/INSTRUC	294.
18-04487	Home Depot Inc	MARINA	MATL/SUPL-Instruction	793.0
18-04488	Hilton Palm Springs	ASES	CONF	156.0
18-04489	Petroleum Telcom Inc DBA Telec om	MARINA	MATL/SUPL-Instruction	502.
18-04490	Wellesley College	ASES	MTRL/SUPL	80.
18-04491	Lectorum Publications Inc	ELM	BKS - Instructional	168.8
18-04493	Jones School Supply Co Inc	ELM	MATL/SUPP/INSTRUC	619.
18-04494	Varidesk, LLC	IT	MATL/SUP (Ricky)	743.4
18-04495	Lectorum Publications Inc	ELM	BKS - Instructional	602.8
18-04496	Scholastic Inc	ELM	BKS - Instructional	371.9
18-04499	US School Supply Inc	ELM	MATL/SUPP/INSTRUC	363.
18-04504	Lakeshore Learning Materials-V	FRANK	MATL/SUP - INSTRUCTIONAL	279.
18-04505	Lakeshore Learning Materials-V	ED SERVICES	MSAP (Haydock)	494.4
18-04506	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUP Haydock	226.
P18-04507	Lakeshore Learning Materials-V	MCAULIFFE	MAT/SUPL-Instructional	306.9

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO				Orde
Number	Vendor Name	Loc	Description	Amour
P18-04508	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Intructional	391.26
P18-04509	Lakeshore Learning Materials-V	FRANK	Matl/Sup - Instructional	137.88
P18-04510	Lakeshore Learning Materials-V	MCAULIFFE	MATL/SUPL_Instructional	685.74
P18-04511	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Insturctional	350.0
P18-04513	Nasco	ED SERVICES	MATL/SUP Haydcok	434.1
P18-04514	Nasco	ED SERVICES	MATL/SUP Haydock	805.59
P18-04518	Oriental Trading Co Inc	CURREN	mat/sup - instructional	452.4
P18-04519	Scholastic Inc	MCAULIFFE	MATL/SUPL-Instructional	22.20
P18-04521	Scholastic Inc	RITCHEN	BOOKS OTHER THAN	919.1
			TEXTBOOKS-INSTRUCTIONAL	
P18-04523	Discount School Supply	RITCHEN	MATL/SUP-INSTRUCTIONAL	242.3
P18-04524	Aswell Trophy And Engraving	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	32.6
P18-04525	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	129.4
P18-04526	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	267.2
P18-04527	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	437.4
P18-04528	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	270.4
P18-04529	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	269.3
P18-04530	Owl Brand Discovery Kits	LEMONWOOD	MAT/SUPPLIES (Instructional)	229.1
P18-04531	Amazon Com	LEMONWOOD	MAT/SUPP (Instruction)	59.5
P18-04532	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	266.1
P18-04533	Teachers Pay Teachers	LEMONWOOD	MAT/SUP (Instructional)	150.7
P18-04534	Scientifics Direct Inc	LEMONWOOD	MAT/SUPPLIES (Instructional)	322.8
P18-04535	Acorn Naturalists	LEMONWOOD	MAT/SUPPLIES (Instructional)	34.4
P18-04537	Amazon Com	SIERRA LINDA	Matl/Sup - Instructional	64.6
P18-04538	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	800.0
P18-04539	Amazon Com	CURREN	Book Instructional	104.8
P18-04543	Amazon Com	CURREN	mat/sup - instructional	538.7
P18-04544	Amazon Com	KAMALA	Book - Instructional	332.1
P18-04545	Educlime	MCKINNA	matl/sup-instructional	254.3
P18-04546	Walmart	NFL	Matl/Sup	85.0
P18-04547	Oxnard School District	MARINA	OTHER OPERATING COSTS/PROF SERV/Instruc	100.0
P18-04548	California Science Center	LEMONWOOD	SERV	25.0

## **Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	563	189,218.71
120	CHILD DEVELOPMENT FUND	9	2,152.64
130	CAFETERIA FUND	10	2,413.59
213	BOND FUND MEASURE R 2012	3	1,325.55
		Total Fiscal Year 2018	195,110.49
		Total	195,110.49

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.

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<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

## **PO Changes**

		Fund/		
	New PO Amount	Object	Description	Change Amount
P17-04766	1,510,962.00	010-6200	GENERAL FUND/BUILDINGS AND IMPROVEMENTS	33,480.00
P17-04991	1,201,166.01	010-6200	GENERAL FUND/BUILDINGS AND IMPROVEMENTS	60,751.52-
P18-00030	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P18-00072	145.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	41.48
P18-00082	4,000.00	010-5901	GENERAL FUND/POSTAGE	497.64
P18-00099	4,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P18-00115	2,105,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	190,603.00
P18-00174	1,673.32	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.23
P18-00201	1,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	342.12
P18-00337	13,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	5,000.00
P18-00414	2,616.25	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	917.75
P18-00480	37,000.00	010-5900	GENERAL FUND/COMMUNICATIONS	918.94
P18-00505	1,649.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.44
P18-00509	1,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P18-00526	1,900.00	010-5632	GENERAL FUND/REPAIRS	800.00
P18-00535	12,364.74	010-3002	GENERAL FUND/MATERIALS AND SUPPLIES	635.26
P18-00541	1.850.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	350.00
P18-00541	10,000.00	010-4300	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	12,500.00
P18-00545 P18-00595		010-3800	GENERAL FUND/MATERIALS AND SUPPLIES	,
P18-00595 P18-00596	1,535.20	010-4300		270.06
	300.00		GENERAL FUND/MATERIALS AND SUPPLIES	700.00
P18-00632	1,192.82	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	107.18
P18-00648	900.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P18-00835	25,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	833.33
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,166.67-
			Total PO P18-00835	5,000.00
P18-00867	1,250.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	250.00
P18-01089	450.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.00
P18-01100	5,772.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	921.18
P18-01169	8,428.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	557.48
P18-01437	300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	142.41
P18-01550	15,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	5,000.00
P18-01581	5,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	8,000.00
P18-01602	600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P18-01664	600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P18-01687	800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	222.21
P18-01875	750.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	250.00
P18-01945	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P18-02121	13,000.00	010-4300	GENERAL FUND/PROFESSIONAL/CONSULTING	4,848.48
F10-02121	13,000.00		GENERAL FUND/PROFESSIONAL/CONSULTING GENERAL FUND/PROFESSIONAL/CONSULTING SERV	
		010-5800		15,526.52
			Total PO P18-02121	20,375.00
P18-02139	7,049.18	213-4400	BOND FUND MEASURE R 2012/NON-CAP EQUIP (\$500-\$	625.00
P18-02140	555.58	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	55.58
P18-02194	1,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P18-02201	14,100.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	700.00
P18-02505	10,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	3,333.33-
	,	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	16,666.67-

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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.

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## Includes Purchase Orders dated 02/23/2018 - 05/02/2018 \*\*\*

## PO Changes (continued)

		Fund/		
Change Amount	Description	Object	<b>New PO Amount</b>	
144.10	GENERAL FUND/TRAVEL AND CONFERENCE	010-5200	259.56	P18-02639
68.48	GENERAL FUND/MATERIALS AND SUPPLIES	010-4300	200.00	P18-02743
3,333.33-	GENERAL FUND/PROFESSIONAL/CONSULTING	010-5100	10,000.00	P18-02875
16,666.67-	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	010-5800		
20,000.00-	Total PO P18-02875			
109.00	GENERAL FUND/TRAVEL AND CONFERENCE	010-5200	327.00	P18-03097
800.00	GENERAL FUND/MATERIALS AND SUPPLIES	010-4300	1,000.00	P18-03184
11,214.00-	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	010-5800	4,302.00	P18-03190
1,264.00-	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	010-5800	1,064.00	P18-03433
400.00	GENERAL FUND/MATERIALS AND SUPPLIES	010-4300	741.04	P18-03476
125.53	GENERAL FUND/MATERIALS AND SUPPLIES	010-4300	687.23	P18-03578
.01-	GENERAL FUND/TRAVEL AND CONFERENCE	010-5200	10,771.50	P18-03633
172.13-	CAFETERIA FUND/PROFESSIONAL/CONSULTING SERV	130-5800	205.00	P18-03647
.00	GENERAL FUND/ATTORNEY FEES	010-5899	7,275.00	P18-03953
536.20	CAFETERIA FUND/MATERIALS AND SUPPLIES	130-4300	1,072.41	P18-04406
s 382,694.15-	Total PO Changes			

Information is further limited to: (Maximum Amount = 999.99)

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.

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NP18-00056 Gold Sta NP18-00057 ES Food NP18-00058 Gold Sta	ls, Inc ır Foods Paper Supply Co	CNS CNS CNS CNS CNS CNS	stores stores stores stores	6,754.50 27,829.76
NP18-00057 ES Food NP18-00058 Gold Sta NP18-00060 P And R	ls, Inc ir Foods Paper Supply Co ir Foods	CNS CNS CNS	stores	•
NP18-00058 Gold Sta NP18-00060 P And R	ır Foods Paper Supply Co ır Foods	CNS CNS		
NP18-00060 P And R	Paper Supply Co r Foods	CNS	stores	6,854.40
	r Foods		0.0.00	31,008.61
NP18-00061 Gold Sta		CNS	stores	7,556.22
	Paper Supply Co	0.10	stores	40,003.48
NP18-00062 P And R		CNS	stores	5,944.04
NP18-00063 P And R	Paper Supply Co	CNS	stores	4,812.73
NP18-00064 School N	lurse Supply Co	CNS	stores	1,648.58
NP18-00065 Gold Sta	ır Foods	CNS	stores	32,783.64
NP18-00066 Gold Sta	ır Foods	CNS	stores	38,794.07
NP18-00067 P And R	Paper Supply Co	CNS	stores	6,518.73
NP18-00068 Gold Sta	ır Foods	CNS	stores	49,961.04
NP18-00069 P And R	Paper Supply Co	CNS	stores	6,842.9
NP18-00070 Gold Sta		CNS	stores	17,256.85
NP18-00071 P And R	Paper Supply Co	CNS	stores	5,407.93
	chnical Assistance Attn:	ED SERVICES	Materials & Supplies	2,844.60
P18-03564 CABE	<b>.</b>	SORIA	CONF (Instructional)	1,135.0
218-03633 Hilton Lo	s Angeles Airport	Pupil Srvs	CONF	10,771.5
	perating Company	GRAPHICS	Materials and Supplies	2,075.0
	Co Office Of Education	Special Ed	SERV (AR080310)	34,280.4
218-03691 Ventura	Co Office Of Education	Special Ed	SERV (AC061009)	15,233.1
	CAMPBELL CO., INC. -CAMPBELL CO.	MCAULIFFE	EQUIP (ADA CAFETERIA TABLE)	1,158.3
P18-03695 EARTH	SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG/GEOTECH/MATL INSP SVCS - KNDR/FLEX PROJ	21,400.00
P18-03696 EARTH	SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG/GEOTECH/MATL INSP SVCS - KNDR/FLEX PROJ	21,400.0
P18-03697 EARTH	SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG/GEOTECH/MATL INSP SVCS - KNDR/FLEX PROJ	21,400.00
P18-03698 EARTH	SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG/GEOTECH/MATL INSP SVCS - KNDR/FLEX PROJ	21,400.0
~	n Mifflin Harcourt	SAN MIGUEL	MATL/SUPP (HMH Battelle Dev. Inv.)	6,722.6
P18-03716 Houghto	n Mifflin Harcourt	Special Ed	MATL/SUPL	6,309.5
218-03718 Pearson	Education	Special Ed	MATL/SUPL	1,212.0
218-03719 Pearson		Special Ed	MATL/SUPL	1,318.6
P18-03720 Pearson		Special Ed	MATL/SUPL	3,564.8
P18-03721 Barnes A	And Noble	ED SERVICES	BOOKS - Instructional	3,443.6
218-03727 CABE 20 ce	018 43rd Annual Conferen	FRANK	Conf - Instructional	1,670.0
	MS OF LIFE LLC	ED SERVICES	SERV/ASES	35,000.0
218-03740 Ventura	Co Office Of Education	Special Ed	SERV (PT)	27,072.5
218-03742 Hawthor	ne Educational Servic	Special Ed	MATLS/SUPPL	1,590.0
P18-03744 Brainpop	Com LLC	SIERRA LINDA	Software - Instructional	3,090.0
	ld Learning Inc	SIERRA LINDA	Software - Instructional	8,500.0
	ct Sales Lp	ED SERVICES	EQUIP	4,755.6
218-03750 Concept	s School & Office Furn	ASES	EQUIP/MTLS (ADMIN)	2,245.4
P18-03751 City Of C		FACILITIES	BOND/SERV (JOINT USE LEM PARK)	1,700.0

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amoun
P18-03760	FACILITIES PROTECTION SYSTEMS	IT	SERV (Data Ctr Maint Agreement)	1,262.00
P18-03761	Sunrise Phys Therapy Svcs In	RISK MGMT	ERGONOMIC MATERIALS AND SUPPLIES	4,181.08
P18-03763	Brainpop Com Llc	FREMONT	SOFTWARE LICENSES - INSTRUCTIONAL	1,795.00
P18-03764	Evolving Solutions, LLC	IT	REPAIRS (1:1 iPads)	1,885.00
P18-03766	Best Buy	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,118.46
P18-03768	GOBULK.COM	IT	MATL/SUP (Earbuds)	8,038.6
P18-03769	SOS Survival Products	RISK MGMT	Materials & Supplies	1,023.4
P18-03770	RINCON CONSULTANTS INC	FACILITIES	BOND/BLDG/ROSE AVE-PEER REVIEW	5,980.0
P18-03772	Rosetta Stone Ltd	HAYDOCK	LICENSE/INSTRUCTION	4,250.0
P18-03780	Varidesk, LLC	CNS	4300/Mat/Sup	1,869.4
P18-03781	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	10,000.0
P18-03782	School Tech Supply	CNS	4300/4400	6,311.1
P18-03785	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,494.3
P18-03787	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	1,970.7
P18-03788	Extreme Clean	WAREHOUSE	Stores Supplies	2,747.6
218-03789	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,444.2
218-03792	Veritiv Operating Company	WAREHOUSE	Stores Supplies	18,158.2
P18-03795	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,424.3
P18-03801	Sheraton Grand Sacramento	FRANK	CONF / INSTRUCTIONAL	1,743.3
P18-03804	The Tree House, Inc	ELM	Matl/Sup - Instructional	3,330.8
P18-03806	Woodwind & Brasswind, Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	2,231.5
P18-03809	SIGNET CONTROLS, INC	FACILITIES	Materials and Supplies	5,000.0
P18-03810	Vista Ford Of Oxnard	FACILITIES	Equipment	34,209.3
P18-03821	Power Machinery Center	WAREHOUSE	REPAIRS	5,000.0
P18-03824	Southwest Airlines	ED SERVICES	CONF/Travel	1,363.5
P18-03837	Citadel Environmental Services	FACILITIES	Prof Service / OSC	1,850.0
P18-03838	Citadel Environmental Services	FACILITIES	Prof Service / Haydock	2,500.0
P18-03841		IT	REPAIRS (1:1 iPad Repairs)	16,973.0
	Repair Center LLC Tech Defende rs			
P18-03844	Textbook Warehouse LLC Textbook Warehouse	ERC	Matl/Sup	1,357.1
P18-03850	Daniels Tire Service	FACILITIES	Prof Service	2,000.0
P18-03851	Div Of The State Architect	FACILITIES	DSA Fees / San Miguel	4,851.4
P18-03852	Div Of The State Architect	FACILITIES	DSA Fees / Chavez	3,998.2
P18-03854	Textbook Warehouse LLC Textbook Warehouse	ERC	TextBk	13,396.0
P18-03874	Southwest Airlines		Travel/Conference	1,118.9
P18-03876	Kathy Greco	Special Ed	ATTY FEES	3,500.0
P18-03877	Div Of The State Architect	FACILITIES	DSA fees / Chavez	1,852.7
P18-03881	Scholastic Inc	SAN MIGUEL	MATL/SUPP (S M)	1,069.4
P18-03882	ANN SIMUN DBA/ NEUROPSYCHOLOGY PARTNERS	Special Ed	SERV	17,100.0
P18-03887	Silver Creek Industries, Inc	FACILITIES	BLDG (KDG FLEX CLASSROOM)	838,173.8
P18-03888	Silver Creek Industries, Inc	FACILITIES	BLDG (KDG FLEX CLASSROOM)	838,173.8

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO	Vandan Nama	1.00	Decemention	Orde
Number	Vendor Name	Loc	Description	Amour
P18-03889	Silver Creek Industries, Inc	FACILITIES	BLDG (KDG FLEX CLASSROOM)	838,173.8
P18-03890	Silver Creek Industries, Inc	FACILITIES	BLDG (KDG FLEX CLASSROOM)	838,173.8
218-03898	Expressive Media, Inc	Pupil Srvs	CONF	8,263.0
P18-03904	Apple Computer Inc	HARRINGTON	COMPUTER EQUIPMENT ADMIN	1,294.7
P18-03905	See's Candies, Inc	SAN MIGUEL	MATL/DON (Sees)	1,907.0
P18-03915	ATC GROUP SERVICES LLC	FACILITIES	BOND/BLDG/ENV SUPPORT SVCS/LEM PHASE 2 RECON	8,370.0
218-03921	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	12,116.3
18-03925	MarketMaps	ED SERVICES	MATL/SUP Frank	2,023.3
18-03927	Carolina Biological Supply	ED SERVICES	MATL/SUP Haydock	1,235.4
18-03931	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	2,901.1
18-03932	Extreme Clean	WAREHOUSE	Stores Supplies	2,335.4
18-03933	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	4,493.8
18-03935	Veritiv Operating Company	WAREHOUSE	Stores Supplies	7,334.9
18-03939	Perma Bound Books	FRANK	Bks - Instructional	4,925.7
18-03944	Holiday Inn Express-Sacramento	FREMONT	Travel and Conference / Parent	1,003.0
218-03946	FISH NET, INC THAT FISH PLACE/ THAT PET PLACE	FREMONT	Materials & Supplies-Instructional	2,853.9
18-03952	COUNTY OF VENTURA	BUSINESS	FEES	3,218.0
18-03953	JAMS	BUSINESS	SERV	7,275.0
18-03954	California Science Center	DRIFFILL	SERV-instructional	2,434.6
18-03956	MCGRAW HILL EDUCATION, INC	ERC	TextBk	6,419.9
18-03958	Mobile Ed Productions, Inc	LEMONWOOD	SERVICES (Instructional)	1,095.0
18-03963	Corona Innovation Solutions	TRANSPORTATION	Supplies/Installation	13,327.4
18-03975	School Outfitters	KAMALA	Materials & Supplies-Instructional	1,309.0
18-03979	Marriott Hotel Services, Inc M arriott Marquis Washington DC	ED SERVICES	CONF	1,159.4
18-03991	CN School & Office Sol, Inc Cu Iver-Newlin	FRANK	EQUIP - INSTRUCTIONAL	6,322.7
18-03993	Veritiv Operating Company	GRAPHICS	Materials and Supplies	3,289.
18-03994	Flinn Scientific Inc	ED SERVICES	MATL/SUP Fremont	1,357.0
18-04003	Oriental Trading Co Inc	RAMONA	Mat-Sup - Instruction (CHAMPS)	2,539.2
18-04004	CENTER FOR MATHEMATICS & TEACH ING INC	HAYDOCK	MATL/SUPPLY-INSTRUCTION	6,970.8
18-04008	ALISON C. WRIGHT ACADEMIC BRAG TAGS	RAMONA	Mat/Sup - Instruction (Perfect Attendance)	1,392.0
218-04010	STATE OF CALIFORNIA DEPT. OF C ONSERVATION	FACILITIES	Fees / Brekke	3,600.0
18-04011	STATE OF CALIFORNIA DEPT. OF C ONSERVATION	FACILITIES	Fees / Ritchen	3,600.0
18-04017	Dell Direct Sales Lp	TRANSPORTATION	SUPPLIES	1,160.7
18-04018	Best Buy	ED SERVICES	MATL/SUP	4,636.7
18-04020	JAFFE DICKERSON LEGAL & CONSUL TING, PC	SUPERINTENDEN.	SERV (LEGAL)	11,095.0
18-04024	Cabo Seafood Grill And Cantina	ED SERVICES	SERV	1,967.0
18-04025	JENNIFER K. RICKARD	Special Ed	SERV	2,000.0
18-04029	Wyche Oak Park Apts Inc DBA Hi Iton Garden Inn Oxnard	ED SERVICES	SERV MSAP	1,235.6
218-04030	Wyche Oak Park Apts Inc DBA Hi Iton Garden Inn Oxnard	ED SERVICES	SERV MSAP	1,338.0
P18-04031	Costco Wholesale	DRIFFILL	MATL/SUPP-instructional	5,000.0

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Order Amoun
P18-04033	Wyche Oak Park Apts Inc DBA Hi Iton Garden Inn Oxnard	ED SERVICES	CONF MSAP	2,714.40
P18-04039	B & H Foto & Electronics Corp	RAMONA	Film project	1,115.33
P18-04040	Carson Entertainment	ASES	SERV	4,000.00
P18-04041	Oxnard Performing Arts Center	ASES	RENTAL	3,327.25
P18-04042	Wendy H Milligan dba/ Terra Fi rma Enterprises	RISK MGMT	SERV	21,060.00
P18-04043	Ventura Co Office Of Education	Special Ed	SERV (MG111808)	39,827.20
P18-04044	Ventura Co Office Of Education	Special Ed	SERV (RR103108)	7,114.80
P18-04046	Roadrunner Shuttle And	NFL	Conf/Travel	1,105.00
P18-04049	Lowe's	NFL	Mat/Sup - Instruction	1,616.2
P18-04053	Hillyard Inc	WAREHOUSE	Stores Supplies	5,180.13
P18-04054	Veritiv Operating Company	WAREHOUSE	Stores Supplies	3,689.90
P18-04058	Ventura Co Office Of Education	Pupil Srvs	SERV	10,000.00
P18-04059	Ventura Co Office Of Education	Pupil Srvs	CONF	1,200.00
P18-04060	Houghton Mifflin Harcourt	Special Ed	MATL/SUPL	2,102.5
P18-04062	Lakeshore Learning Materials-V	NFL	Mat/Sup - Instruction	1,598.0
P18-04063	MANDALAY BAY RESORT AND CASINO	CNS	CONF/TRAVLE (ADMIN)	1,746.00
P18-04064	CDW G	IT	MAINT AGREEMENT (JUNIPER)	12,728.0
P18-04065	CDW G	IT	MATL/SUP (1:1 4th Gen Cases)	7,542.5
P18-04066	PARAGON SYSTEMS, INC	IT	EQUIP REPLACEMENT (Harrington)	14,973.0
P18-04067	Evolving Solutions, LLC	IT	REPAIRS (1:1)	3,085.0
P18-04069	Evolving Solutions, LLC	IT	REPAIRS (1:1 iPads)	2,280.0
P18-04071	Technology In Education	IT	EQUIP (Valerie/Ricky)	8,630.8
P18-04072	Dell Direct Sales Lp	IT	EQUIP (Janette)	1,452.1
P18-04073	Dell Direct Sales Lp	IT	EQUIP (Danita's Laptop)	1,459.5
P18-04076	Pacificom Coast Sound And	FACILITIES	Lease Repair / Haydock	3,250.0
P18-04077	SiteOne Landscape Supply, LLC	FACILITIES	Materials and Supplies	5,000.0
P18-04078	Reliable Floor Covering Co	<b>FACILITIES</b>	Prof Service / ESC Restroom	4,119.0
P18-04079	STATE OF CALIFORNIA DEPT. OF C ONSERVATION	FACILITIES	Fees / Ramona Kinder Flex	3,600.0
P18-04080	John Pence Building Specs Inc	FACILITIES	Prof Service / ESC Restroom	3,942.0
P18-04082	Avid Center	DRIFFILL	CONF-instructional	7,155.0
P18-04087	CN School & Office Sol, Inc Cu Iver-Newlin	LEMONWOOD	BOND/EQUIP (NEW FURNITURE - 18-19 3rd GR. ROOM)	24,526.8
P18-04088	Pearson	Special Ed	MATL/SUPL	1,650.4
P18-04090	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(OT)	46,800.0
P18-04094	MHS Inc	Special Ed	MATL/SUPL	1,089.5
P18-04099	Janelle Publications Inc	Special Ed	MATL/SUPL	1,426.6
P18-04101	Troxell Communications, Inc	RAMONA	Mat/Sup - Instruction	1,885.6
P18-04115	WATERFORD RESEARCH INSTITUTE	ROSE	ONLINE LICENSES - INSTRUCTIONAL	9,600.0
P18-04116	Oxnard Union High Sch Dist	ED SERVICES	MATL/SUPL - Instructional	1,697.0
P18-04118	ETS Technical Assistance Attn: Data Coor	ED SERVICES	SERV	4,700.0
P18-04122	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,800.2
P18-04126	City Of Ventura	MCAULIFFE	SERV-Instructional	1,100.0
P18-04127	City Of Ventura	MCAULIFFE	SERV-Instructional	1,100.0

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amoun
P18-04128	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	35,000.00
P18-04132	National Auto Body and Paint	TRANSPORTATION	Reparirs	6,101.30
P18-04135	CTEBVI Annual Conference	Special Ed	CONF	1,675.00
P18-04136	School Tech Supply	Special Ed	MATLS/SUPPL	3,195.48
P18-04137	Tolman & Wiker Ins	BUSINESS	INSURANCE	2,522.00
P18-04142	Amazon Com	SORIA	EQUIP (Instructional)	2,592.99
P18-04144	ACSA	HR	Serv-	1,180.0
P18-04145	Troxell Communications, Inc	DRIFFILL	COMP/SUPP-instructional	1,463.2
P18-04148	Repair Center LLC Tech Defende rs	IT	REPAIRS (1:1)	7,223.70
P18-04149	Evolving Solutions, LLC	IT	REPAIRS (1:1)	3,935.0
P18-04150	CN School & Office Sol, Inc Cu Iver-Newlin	MARSHALL	BOND/EQUIP-MATL (NEW BLDG FURN - 6-8TH GRADE)	212,921.70
218-04151	CN School & Office Sol, Inc Cu Iver-Newlin	MARSHALL	BOND/EQUIP-MATL (NEW BLDG-8TH GRADE SCIENCE LAB)	32,771.2
18-04152	CN School & Office Sol, Inc Cu Iver-Newlin	MARSHALL	BOND/EQUIP-MATL (NEW BLDG-7TH GRADE SCIENCE LAB)	27,247.9
218-04159	CN School & Office Sol, Inc Cu Iver-Newlin	SAN MIGUEL	MATL/SUPP (C-N chairs & rack)	1,829.7
18-04165	Provo Canyon School	Special Ed	SERV (AH112906)	63,831.0
18-04177	Criterion Environmental Inc	FACILITIES	DEF MAINT/SERV	7,440.0
18-04183	Kamran And Co Inc	CNS	equipment-051	1,198.2
218-04185	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service / Def Maint Haydock	1,665.0
18-04186	Ron's Signs	FACILITIES	Materials and Supplies	4,641.7
18-04189	Deborah D Rodriguez Uplift Gra phics	CURREN	malt/sup - instructional	1,791.3
18-04195	US Bank CM-9690	BUDGET	Services/Fees	1,625.0
18-04198	Veritiv Operating Company	GRAPHICS	Materials and Supplies	1,069.9
18-04208	AAA State of Play	CURREN	matl/sup - instructional	1,792.9
18-04209	Home Depot Inc	ED SERVICES	MATL/SUP Fremont	2,833.3
18-04211	Extreme Clean	WAREHOUSE	Stores Supplies	4,208.7
18-04212	PRECISION DISPOSABLE PRODUCTS	WAREHOUSE	Stores Supplies	1,155.6
18-04213	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,579.3
18-04215	Dell Direct Sales Lp	SUPERINTENDEN'		2,822.0
18-04216	School Tech Supply	SUPERINTENDEN'		1,015.4
18-04220	Taymark Anderson's	CURREN	matl/sup - instructional	2,475.9
18-04226	Amazon Com	FREMONT	MAT/SUPP - INTRUCTIONAL	2,000.0
18-04227	Amazon Com	FREMONT	MAT/SUPP - INTRUCTIONAL	3,000.0
18-04231	Pearson	Special Ed	MATL/SUPL	1,291.9
18-04237	Petroleum Telcom Inc DBA Telec om	MCAULIFFE	MATL/SUPL-Instructional	2,763.6
18-04243	Ventura Co Office Of Education	Pupil Srvs	CONF	1,260.0
18-04249	A Z Bus Sales Inc	TRANSPORTATION		2,367.5
18-04251	A Z Bus Sales Inc	TRANSPORTATIO	PARTS/LABOR	1,091.8
18-04252	A Z Bus Sales Inc	TRANSPORTATIO	PARTS/LABOR	1,059.8
18-04263	Office Depot Bus Ser Div	MCKINNA	Materials & Supplies-Instructional	2,651.5
18-04264	Bennetts Toys and Education Ma terials	ASES	MTRL/SUPL	15,000.0

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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Vendor Name	Loc	Description	Orde Amoun
CDW G	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,101.13
Ventura Co Star	FACILITIES	LEGAL AD (ASPHALT)	2,649.24
Vista Ford Of Oxnard	WAREHOUSE	EQUIP/REPLACEMENT VAN	41,997.28
Home Depot Inc	Special Ed	NON CAP EQUIPT (BREKKE)	1,288.74
Vista Ford Of Oxnard	ED SERVICES	EQUIP/BOOKBARN VAN	32,854.94
Lectorum Publications Inc	SORIA	BKS (Instructional)	1,000.00
Jostens, Inc	SORIA	MATL/SUP (Instructional)	1,729.39
School Tech Supply	Special Ed	EQUIPT/MATLS (Laptops & Bags for Psychs)	2,388.97
NATUREBRIDGE	LEMONWOOD	SERVICE (Instruction)	3,662.00
Underwood Family Farms	MCAULIFFE	SERV-Instructional (5/18/18)	1,272.00
Varidesk, LLC	Special Ed	MATL/SUP	3,512.65
COMPUWAVE	MARINA	MATL/SUPL-Instructional	1,040.86
Gopher Sport	ELM	Matl/Sup - Instructional	3,415.03
Schwabe Books	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	11,601.99
Premier Agendas Inc	FRANK	MATL/SUP - STUDENTS	10,609.40
School Tech Supply	SIERRA LINDA	Matl/Sup - Instructional	1,925.24
Office Depot Bus Ser Div	FREMONT	Materials & Supplies-Instructional	1,471.3
Lakeshore Learning Materials-V	SIERRA LINDA	Mat/Sup - Instruction	1,436.9
CN School & Office Sol, Inc Cu Iver-Newlin	BREKKE	BOND/EQUIP-MATL-SUP (KINDER FLEX ROOMS)	41,728.3
ETS Technical Assistance Attn: Data Coor	ED SERVICES	Materials and Supp	2,844.60
CN School & Office Sol, Inc Cu Iver-Newlin	RITCHEN	BOND/EQUIP-MATL-SUP (KINDER FLEX ROOMS)	41,728.36
FM Architecture Inc	FACILITIES	Def Maint / Prof Service Chavez HVAC	1,450.00
Amazon Com	PURCHASING	MATL/SUP (SAFES FOR 7 SCHOOL SITES)	2,758.82
Southwest School & Office Sup	WAREHOUSE	Stores Supplies	7,794.4
PREMIER AGENDAS, INC	ELM	Matl/Sup - Instructional	1,784.3
Extreme Clean	WAREHOUSE	Stores Supplies	2,335.4
School Health Corporation	WAREHOUSE	Stores Supplies	1,691.2
Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	5,224.3
3 Chords, Inc Therapy Traveler s	Special Ed	SERV(SLPA)	24,000.0
AUTISM LEARNING PARTNERS LLC	Special Ed	SERV	10,000.0
DOVE PSYCHOLOGICAL & BEHAVIORA L SERVICES, PC	Special Ed	SERV	30,000.0
Uline	SAN MIGUEL	EQUIP (NON-CAP)	2,665.8
World's Finest Chocolate, Inc	MARSHALL	MATL/SUP - Instruction	1,595.0
Dell Direct Sales Lp	SAN MIGUEL	MATL/SUPP (COMP/SUPP)	4,939.4
Monster Technology LLC	LEMONWOOD	MAT.SUPP School Admin	1,255.2
Pete Vargas Vargas Signs	RITCHEN	MATL/SUP-Instructional	1,414.2
PARENT ENGAGEMENT ACADEMY	BREKKE	MAT/SUP-PARENT PARTICIPATION	5,220.0
Repair Center LLC Tech Defende rs	IT	REPAIRS (1:1)	42,433.0
		M ( ) 1 ( ) 1 ( ) 1 ( ) 1	
Gopher Sport	FREMONT	Materials and Supplies-Instructional	1,044.6
	CDW G Ventura Co Star Vista Ford Of Oxnard Home Depot Inc Vista Ford Of Oxnard Lectorum Publications Inc Jostens, Inc School Tech Supply  NATUREBRIDGE Underwood Family Farms Varidesk, LLC COMPUWAVE Gopher Sport Schwabe Books  Premier Agendas Inc School Tech Supply Office Depot Bus Ser Div Lakeshore Learning Materials-V CN School & Office Sol, Inc Cu Iver-Newlin ETS Technical Assistance Attn: Data Coor CN School & Office Sol, Inc Cu Iver-Newlin FM Architecture Inc Amazon Com  Southwest School & Office Sup PREMIER AGENDAS, INC Extreme Clean School Health Corporation Sinclair Sanitary Supply Inc 3 Chords, Inc Therapy Traveler s AUTISM LEARNING PARTNERS LLC DOVE PSYCHOLOGICAL & BEHAVIORA L SERVICES, PC Uline World's Finest Chocolate, Inc Dell Direct Sales Lp Monster Technology LLC Pete Vargas Vargas Signs PARENT ENGAGEMENT ACADEMY Repair Center LLC Tech Defende	CDW G Ventura Co Star Vista Ford Of Oxnard WAREHOUSE Home Depot Inc Vista Ford Of Oxnard Home Depot Inc Vista Ford Of Oxnard Lectorum Publications Inc Jostens, Inc School Tech Supply Special Ed  NATUREBRIDGE Underwood Family Farms Varidesk, LLC COMPUWAVE MARINA Gopher Sport Schwabe Books ROSE  Premier Agendas Inc School Tech Supply Sierra Linda Office Depot Bus Ser Div Lakeshore Learning Materials-V CN School & Office Sol, Inc Cu Iver-Newlin ETS Technical Assistance Attn: Data Coor CN School & Office Sol, Inc Cu Iver-Newlin FM Architecture Inc Amazon Com  PURCHASING  Southwest School & Office Sup PREMIER AGENDAS, INC Extreme Clean School Health Corporation Sinclair Sanitary Supply Inc WAREHOUSE Shords, Inc Therapy Traveler s AUTISM LEARNING PARTNERS LLC DOVE PSYCHOLOGICAL & Special Ed BEHAVIORA L SERVICES, PC Uline World's Finest Chocolate, Inc MARSHALL Dell Direct Sales Lp Monster Technology LLC Pete Vargas Vargas Signs PARENT ENGAGEMENT ACADEMY Repair Center LLC Tech Defende  IT	CDW G Ventura Co Star Vista Ford Of Oxnard WareHOUSE EQUIP/REPLACEMENT VAN Home Depot Inc Vista Ford Of Oxnard ED SERVICES Special Ed NON CAP EQUIP'R (BREKKE) Vista Ford Of Oxnard ED SERVICES EQUIP/ROOKBARN VAN Lectorum Publications Inc SoRIA BKS (Instructional) Jostens, Inc SoRIA School Tech Supply Special Ed EQUIP/TMATLS (Laptops & Bags for Psychs) NATUREBRIDGE LEMONWOOD SERVICE (Instruction) NATUREBRIDGE LEMONWOOD SERVICE (Instruction) Varidesk, LLC Special Ed MATL/SUP (Instruction) SCHOOL Tech Supply MARINA MATL/SUP-Instructional (5/18/18) Varidesk, LLC COMPUWAVE MARINA MATL/SUP-Instructional MATL/SUP (KINDER FLEX ROOMS) MATL/SUP (SAFES FOR 7 SCHOOL SITES) MATL/SUP (SAFES FOR 7 SCHOOL SITES) MATL/SUP (SAFES FOR 7 SCHOOL SITES) MATL/SUP-Instructional MATL/SUP-Instructional MATL/SUP-Instructional MATL/SUP-Instructional MATL/SUP-Instruction MATL/SUP-Instruction MATL/SUP-Instruction MATL/SUP-Instruction MATL/SUP-Instruction MATL/SUP-Instruction MATL/SUP-PARENT PARTICIPATION Repair Center LLC Tech Defende  MATL/SUP-PARENT PARTICIPATION Repair

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Orde Amoun
P18-04406	Jordanos Inc	CNS	supplies-051	1,072.41
P18-04408	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	FACILITIES	BLDG (PROP 39 HVAC PHASE 2 PROJECTS)	1,160,000.00
218-04409	123 Office Solution, Inc	WAREHOUSE	Stores Supplies	20,265.19
P18-04410	Sinclair Sanitary Supply Inc	FACILITIES	Equipment / Chavez	1,531.0
P18-04411	Sinclair Sanitary Supply Inc	FACILITIES	Equipment / Rose Ave	4,739.9
18-04413	Sinclair Sanitary Supply Inc	FACILITIES	Equipment / Soria	4,739.9
18-04414	Sinclair Sanitary Supply Inc	FACILITIES	Equipment / Kamala	1,527.7
P18-04415	Sinclair Sanitary Supply Inc	FACILITIES	Equipment / McKinna	2,880.9
18-04416	Sinclair Sanitary Supply Inc	FACILITIES	Equipment / Brekke	5,080.9
P18-04417	Empire Cleaning Supply	FACILITIES	Equipment / Marina West	3,742.1
18-04418	Empire Cleaning Supply	FACILITIES	Equipment / Lemonwood	12,860.9
18-04420	CDW G	CHAVEZ	EQUIPMENT-INSTRUCTIONAL	2,342.0
18-04424	UC Regents CHSSP-Univ of Calif	FRANK	Matl/Sup - Instructional	1,250.0
P18-04427	Petroleum Telcom Inc DBA Telec om	FRANK	MATL/SUP - SCHOOL OFFICE	4,579.3
P18-04428	Veritiv Operating Company	WAREHOUSE	Stores Supplies	13,763.7
18-04438	Lakeshore Learning Materials-V	NFL	Matl/Sup	1,000.0
P18-04440	ACSA/FEA	ROSE	TRAVEL & CONFERENCE -	1,678.0
18-04442	National Auto Body and Paint	TRANSPORTATION	Parts and Labor	6,122.5
18-04443	National Auto Body and Paint	TRANSPORTATION	Parts and Labor	6,122.5
18-04445	Perma Bound Books	MCAULIFFE	Books-Other-Instructional	1,534.3
18-04446	Peap	ED SERVICES	Materials - Graduation	5,715.0
18-04447	Warner Bros Studio Facilities	SORIA	SERV (Instructional)	3,171.0
18-04454	Lakeshore Learning Materials-V	NFL	Matl/Sup	1,021.4
18-04455	Southwest Airlines	HR	Recruit-	1,649.8
218-04456	TWO TREES PHYS THER & WELLNESS dba/TWO TREES PHYSICAL THERA	Special Ed	SERV	10,000.0
P18-04457	HOLLYWOOD VISION CENTER OPTOME TRY, INC.	Special Ed	SERV	20,000.0
P18-04459	Premier Agendas Inc	CURREN	matl/sup - instructional	2,243.3
18-04460	Rochester 100, Inc	CURREN	matl/sup - instructional	1,468.6
18-04462	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	1,189.4
18-04463	Mail Finance	GRAPHICS	LEASE AGREEMENT (ENVELOPE FOLDER/INSERTER)	1,491.2
18-04464	CANON FINANCIAL SERVICES INC	GRAPHICS	LEASE (GRAPHICS CANON VARIOPRINT DP 130)	2,762.7
18-04471	ADVANCED CLASSROOM TECHNOLOGIE S, INC	ΙΤ	MATL/SUP (Ricky)	26,032.4
18-04473	B & H Foto & Electronics Corp	IT	MATL/SUP (OPIE)	2,157.1
18-04478	Dell Direct Sales Lp	Pupil Srvs	EQUIP	1,267.6
18-04483	Dept.of General Svcs Office of Admin Hearings	HR	SERV	1,690.0
18-04492	PPG ARCHITECT COATINGS, LLC GL IDDEN PROFESSIONAL PAINT CTR	FACILITIES	Custodial Materials and Supplies	1,009.5
18-04497	Jostens, Inc	KAMALA	Mat/Sup-Inst	3,427.5
18-04498	Scholastic Inc	MCKINNA	matl-sup-instructional	4,146.2

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Loc	Description	Order Amount
P18-04500	Perma Bound Books	KAMALA	BOOKS OTHER THAN TEXTBOOKS	9,248.58
P18-04501	Perma Bound Books	KAMALA	BOOKS OTHER THAN TEXTBOOKS-INST	10,775.80
P18-04502	Perma Bound Books	KAMALA	BOOKS OTHER THAN TEXTBOOKS-INSTR	5,384.32
P18-04503	Perma Bound Books	ELM	BKS - Instructional	5,551.20
P18-04512	Lowe's	ED SERVICES	MATL/SUPL/FRE	1,409.35
P18-04515	US School Supply Inc	ELM	MATL/SUPP/INSTRUC	1,760.26
P18-04516	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	2,901.17
P18-04517	Toy Depot Inc	ELM	MATL/SUPP/INSTRUC	1,160.10
P18-04520	Scholastic Inc	RITCHEN	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	1,508.50
P18-04522	Heinemann	RITCHEN	Books other than Textbooks-Instructional	4,376.96
P18-04536	CALIFORNIA SPORT DESIGN	FREMONT	Materials and Supplies-Instructional	7,680.42
P18-04540	Amazon Com	ED SERVICES	Books	1,374.46
P18-04541	Heinemann	MCKINNA	matl/sup-Instructional	9,243.38
P18-04542	FOLLETT SCHOOL SOLUTIONS, INC	MCKINNA	Books/Instructional	5,429.73
P19-00001	Durham School Services	TRANSPORTATION	SERV	3,500,000.00
P19-00002	CROWN CASTLE INTL CORP. SUNESY S	IT	SERV/ ERATE (WAN SVCS)	183,600.00
P19-00003	FRONTIER COMMUNICATIONS CORP.	IT	SERV/ERATE (ISP SERVICES)	23,051.40
		Total Number of PO	s 299 Total	10.508.028.89

#### **Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	250	2,644,147.13
120	CHILD DEVELOPMENT FUND	3	3,563.41
130	CAFETERIA FUND	22	302,754.01
213	BOND FUND MEASURE R 2012	5	299,167.74
214	BOND FUND MEASURE D 2016	16	3,550,120.20
514	BOND INTEREST REDEMPTION 2016	1	1,625.00
		Total Fiscal Year 2018	6,801,377.49
010	GENERAL FUND	3	3,706,651.40
		Total Fiscal Year 2019	3,706,651.40
		Total	10,508,028.89

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.

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<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

#### **PO Changes**

		Fund/		
	New PO Amount	Object	Description	Change Amount
P16-01182	545,975.44	213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERI	16,010.44
P16-04732	98,848.00	010-6200	GENERAL FUND/BUILDINGS AND IMPROVEMENTS	2,480.00
P16-05421	31,041,811.15	213-6270	BOND FUND MEASURE R 2012/MAIN BUILDING CONTRA	84,923.27
P17-03974	3,237.50	010-5631	GENERAL FUND/MAINTENANCE AGREEMENTS	2,334.83
P18-00075	55,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	6,036.00
P18-00077	600,000.00	010-5530	GENERAL FUND/UTILITIES WATER/SEWER	50,000.00
P18-00105	75,200.00	010-4310	GENERAL FUND/FUEL	1,209.52
P18-00163	36,100.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,100.00
P18-00185	60,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	15,000.00
P18-00186	50,000.00	010-5803	GENERAL FUND/COM CARRIER	25,000.00
P18-00212	1,632.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,132.00
P18-00219	2,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P18-00291	6,000.00	010-5632	GENERAL FUND/REPAIRS	1,000.00
P18-00332	23,465.00	010-4323	GENERAL FUND/HVAC SUPPLIES	5,000.00
P18-00339	24,162.52	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	8,000.02
P18-00352	10,000.00	010-5632	GENERAL FUND/REPAIRS	1,832.39
P18-00372	4,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,000.00
P18-00400	21,500.00	010-5632	GENERAL FUND/REPAIRS	5,000.00
P18-00401	28,000.00	010-3032	GENERAL FUND/CUSTODIAL SUPPLIES	5,000.00
P18-00401	10,465.00	010-4341	GENERAL FUND/MISC GARDENING SUPPLIES	4,000.00
		010-4301	GENERAL FUND/MATERIALS AND SUPPLIES	
P18-00488	9,700.00 2,567.44			4,700.00
P18-00495	2,567.44 66.010.76	010-4300 010-5631	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P18-00580	,		GENERAL FUND/MAINTENANCE AGREEMENTS	5,000.00
P18-00641	16,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	6,000.00
P18-00710	20,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P18-00753	30,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	20,000.00
P18-00776	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P18-00809	3,577.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P18-00836	180,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	80,000.00
P18-00894	114,000.00	010-5631	GENERAL FUND/MAINTENANCE AGREEMENTS	30,000.00
P18-00994	17,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	5,000.00
P18-01018	559,000.00	130-4700	CAFETERIA FUND/FOOD	36,250.65
P18-01021	2,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,000.00
P18-01056	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P18-01070	183,000.00	130-4700	CAFETERIA FUND/FOOD	12,100.00
P18-01153	4,155.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P18-01161	1,300.00	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	1,000.00
P18-01171	43,212.29	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	18,212.29
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,874.11
			Total PO P18-01171	29,086.40
P18-01172	46,804.80	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	21,804.80
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	22,154.11
			Total PO P18-01172	43,958.91
P18-01176	41,591.20	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	2,234.44
P18-01177	46,664.16	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	21,664.16
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	9,558.64
				31,222.80
			10(a) 1011/1	5.,00

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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.

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#### PO Changes (continued)

		Fund/	Description	Change Amount
_	New PO Amount	Object	Description	Change Amount
P18-01178	54,232.60	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	27,400.80
P18-01344	15,200.00	130-4700	CAFETERIA FUND/FOOD	7,946.63
P18-01424	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P18-01530	45,383.70	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	20,383.70
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,019.10
			Total PO P18-01530	22,402.80
P18-01766	2,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	13,500.00
P18-01964	7,616.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P18-02111	27,400.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,480.00
18-02117	6,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P18-02260	10,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	7,500.00
P18-02275	39,944.80	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	7,330.40
P18-02318	3,022.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P18-02416	11,395.00	251-5800	DEVELOPER FEES/PROFESSIONAL/CONSULTING SER\	3,895.00
P18-02496	1,585,931.16	010-5899	GENERAL FUND/ATTORNEY FEES	800,000.00
P18-02504	49,725.20	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	23,696.40
P18-02764	8,000.00	010-5632	GENERAL FUND/REPAIRS	3,000.00
P18-02864	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P18-02899	34,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	12,000.00
P18-02910	17,250.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,750.00
P18-03332	7,744.24	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,704.00
P18-03616	39,068.84	214-6110	BOND FUND MEASURE D 2016/PURCHASE OF SITE	12,750.00
			Total PO Change	1,526,467.70

Information is further limited to: (Minimum Amount = 1,000.00)

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

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## **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat	Date of Meeting: 5/16/18
STUDY SESSION  CLOSED SESSION  SECTION A-1: PRELIMINARY  SECTION A-II: REPORTS  SECTION C: CONSENT A GENDALY  A	graement Catagory
SECTION C: CONSENT AGENDA X A	Academic Enrichment Special Education Support Services Personnel Legal
SECTION D: ACTION SECTION F: BOARD POLICIES 1 <sup>ST</sup> Readi SETTING OF DATE FOR PUBLIC HEAR 2018-19 ADOPTED BUDGET (Penanhoat/C	ING – OXNARD SCHOOL DISTRICT
It is appropriate that the Board of Trustees set the Board Room of the Educational Service C School District 2018-19 Adopted Budget.	the date of Wednesday, June 6, 2018, in
FISCAL IMPACT	
N/A	
RECOMMENDATION	

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees set the date of Wednesday, June 6, 2018 for a public hearing on the Oxnard School District 2018-19 Adopted Budget.

#### **ADDITIONAL MATERIAL**

Notice of Public Hearing (1 page) Attached:



## OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

## NOTICE OF PUBLIC HEARING

May 16, 2018

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, June 6, 2018, at 7:00 P.M. or as soon thereafter as this matter may be heard, in the Board Room of the Educational Service Center Building of the Oxnard School District, located at 1051 S. "A" Street, Oxnard, regarding the 2018-2019 Proposed Budget.

By: Janet Penanhoat

Assistant Superintendent, Business & Fiscal Services (805) 385-1501, ext. 2401

## OSD BOARD AGENDA ITEM

Name	e of Contributor: Robin I. Freeman	Date of Meeting: 5/16/18
A.	Preliminary Study Session Report	
B.	Hearing:	
C.	Consent Agenda X	
	<u> </u>	nent Category:
		rademic
	En	richment
		ecial Education
	<u> </u>	pport Services
		rsonnel
	Le	gal
	Fa	cilities
D.	Action Items	
E.	Approval of Minutes	
F.	Board Policies 1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading
	ng of Date for Public Hearing- OXNA OUNTABILITY PLAN (Freeman)	ARD SCHOOL DISTRICT 2018-19 LOCAL CONTROL
the Ed		et the date of Wednesday, June 6, 2018 in the Board Room of hearing on the Oxnard School District 2018-19 Local Control
FISCA	AL IMPACT:	
N/A		
RECO	OMMENDATION:	
set the		perintendent Educational Services, that the Board of Trustees a public hearing on the Oxnard School District 2018-19 Local
ADDI	ITIONAL MATERIAL:	

Attached: Notice of Public Hearing (1 page)



## OXNARD SCHOOL DISTRICT

1051 South "A" Street ● Oxnard, CA 93030 ● 805/385-1501 ● Fax 805/487-9648

## **NOTICE OF PUBLIC HEARING**

May 16, 2018

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, June 6, 2018, at 7:00 p.m. or as soon thereafter as this matter may be heard, in the Board Room of the Educational Service Center Building of the Oxnard School District, located at 1051 South A Street, Oxnard, regarding the 2018-19 Local Control Accountability Plan (LCAP).

By: Robin I. Freeman

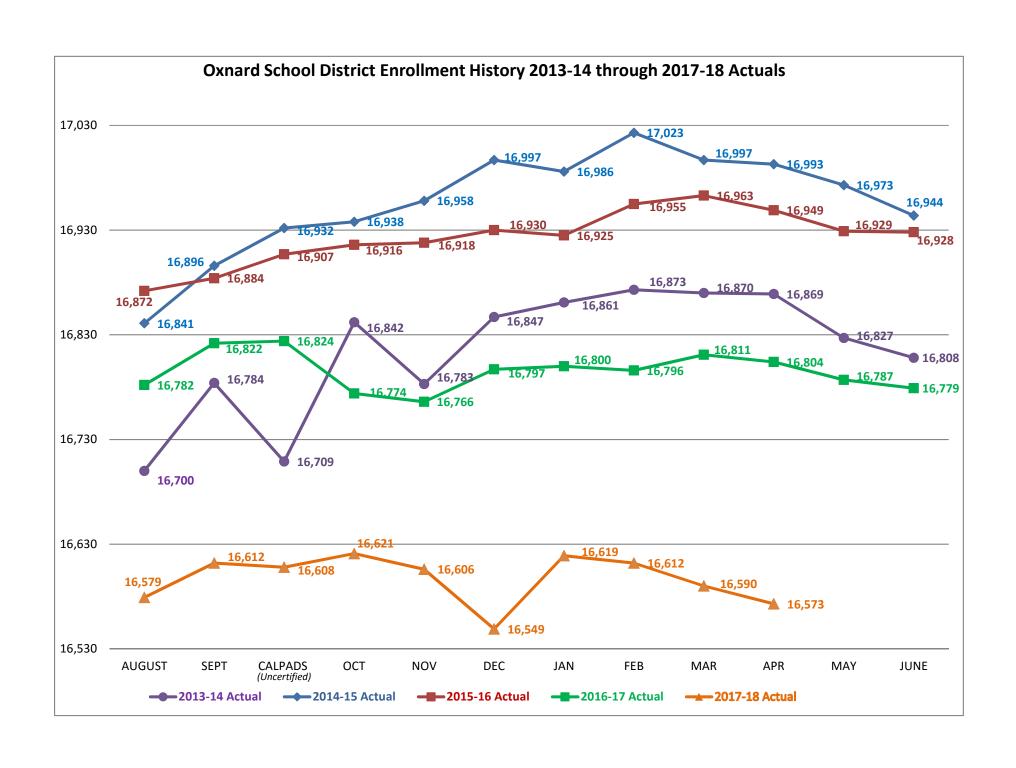
Assistant Superintendent,

**Educational Services Department** 

(805) 385-1501, ext. 2301

## **BOARD AGENDA ITEM**

Name of Cont	tributor: Janet Penanho	oat	Date of Meeting: 05/16/18
SECTION A-SECTION B:	SSION 1: PRELIMINARY II: REPORTS HEARINGS		
SECTION C:	CONSENT AGENDA	. <u>X</u> Agree	ment Category:  Academic Enrichment Special Education Support Services Personnel Legal Facilities
SECTION D: SECTION F:		1 <sup>ST</sup> Reading	2 <sup>nd</sup> Reading
ENROLLME	ENT REPORTS (Pena	anhoat)	
District enroll last year.	ment as of March 23, 2	2018 was 16,59	00. This is 221 less than the same time
District enroll last year.	ment as of April 30, 2	018 was 16,57	3. This is 231 less than the same time
FISCAL IMI	PACT		
None.			
RECOMME	NDATION		
Information of	nly.		
<u>ADDITIONA</u>	AL MATERIAL		
Attached:	Graph – Oxnard Scho 2017-18 Actuals (1 pa		ollment History 2013-14 through



#### OSD BOARD AGENDA ITEM

Name	of Contributor:	Robin i Freeman	Date of Meeting: 5/10/18
A.	Preliminary Study Session:		
B.	Hearing:		
C.	Consent Agenda	X	
D.	Action Items		
E.	Report/Discussion	n Items (no action)	
F.	Board Policies 1 <sup>st</sup>	Reading 2 <sup>nd</sup> Reading	_
Appro	oval – Use of Amp	lify Supplemental NGSS Instruction	onal Material (Freeman/West)

The research based, NGSS aligned, K-8 curriculum is designed by UC Berkeley's Lawrence Hall of Science to teach Next Generation Science Standards. It supports phenomena based instruction engaging students in science standards integrated with Common Core State Standards for Math and Language Arts. The three-tier unit assessment system provides the tools to differentiate and personalize instruction to individual learner needs. The seamless integration of technology and student iPads devices also allows teachers to monitor learning progressions helping to ensure success for all students including those who are English learners. All students are inspired to read, write and argue like scientists to gain a better understanding of the world, as they gain skills needed to master the Next Generation Science Standards. The Amplify Science core curriculum instructional materials is recommended for use in the middle school classrooms as supplemental materials.

FISCAL IMPACT: None

**RECOMMENDATION:** It is the recommendation of the Assistant Superintendent, Educational Services and the Director of MSAP that the Board of Trustees approve this item as presented.

**ADDITIONAL MATERIAL:** None

#### OSD BOARD AGENDA ITEM

Name	e of Contributor: <b>Dr. Jesus Vaca</b>	Date of Meeting: May 16, 2018
A.	Preliminary Study Session Report	
B.	Hearing:	
C.	Consent Agenda _X	
		Academic Enrichment Special Education Support Services Personnel Legal Facilities
D.	Action Items	
E.	Approval of Minutes	
F.	Board Policies 1 <sup>st</sup> Readin	g 2 <sup>nd</sup> Reading
Appr	Association ("OEA") and the	blic Hearing re: Sunshine of the Oxnard Educators Oxnard School District's (District) Initial Proposals Irsuant to Government Code Section 3547 (Vaca)

In accordance with Article XXVIII, Term, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District and OEA would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate. It is recommended that the Public Hearing be scheduled for the June 6, 2018 Board meeting.

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

#### FISCAL IMPACT:

None

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board schedule June 6, 2018 for the Public Hearing for OEA and the District's proposals.

#### **ADDITIONAL MATERIAL(S):**

- Letter to Board of Trustees President dated 5/3/18
- Letter to OEA Bargaining Chair dated 5/1/18
- District's Initial Bargaining Proposals to OEA for 2018-19
- Letter dated 5/1/18 from OEA Bargaining Chair to District, including OEA 2018-19 **Proposals**



## OXNARD SCHOOL DISTRICT

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

May 3, 2018

Debra M. Cordes President, Board of Trustees Oxnard School District 1051 South A Street Oxnard, California 93030

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

Dear President Cordes,

In accordance with Article 28, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association ("OEA") and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties.

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

Dr. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator Janet Penanhoat, Deputy Superintendent, Business & Fiscal Services Dr. Edd Bond, Director, Certificated Human Resources Dr. Jodi Nocero, Principal, K-8 Representative Greg Brisbine, Principal, Middle School Representative Dr. Ana DeGenna, Director, Dual Language Programs

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

Pursuant to Article 28, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2018 or March 15 of any successive year, and no later than April 15, 2018 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

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

Sincerely,

DR. JESUS VACA

**Assistant Superintendent** 

Human Resources and Support Services

JV/pp



## OXNARD SCHOOL DISTRICT

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

May 1, 2018

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

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

Dear Ms. Carrillo,

In accordance with Article XXVIII, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties.

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

Dr. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services Dr. Edd Bond, Director, Certificated Human Resources Dr. Ana DeGenna, Director, Dual Language Programs Greg Brisbine, Principal, Middle School Representative Dr. Jodi Nocero, Principal, K-8 School Representative

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

Pursuant to Article XXVIII, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2017 or March 15 of any successive year, and no later than April 15, 2017 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

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

Sincerely,

DR. JESUS VACA
Assistant Superintendent

Human Resources and Support Services

JV/pp

# INTIAL COLLECTIVE BARGAINING PROPOSAL FROM THE OXNARD SCHOOL DISTRICT TO THE OXNARD EDUCATORS ASSOCIATION FOR A TERM COMMENCING IN THE 2018-2019 SCHOOL YEAR

May 1, 2018

Pursuant to Article XXVIII (Term) of the collective bargaining agreement between the Oxnard School District (the "District") and the Oxnard Educators Association (the "Association") the District hereby identifies the articles it wishes to negotiate for a new collective bargaining agreement with a term commencing July 1, 2018 as follows:

ARTICLE VII: TRANSFERS AND REASSIGNMENTS

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

ARTICLE IX: EVALUATION

The District seeks to enter into discussion related to evaluation.

ARTICLE XIX: SALARIES

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

ARTICLE XX: EMPLOYEE BENEFITS

The District seeks to bargain employee benefits.

ARTICLE XXVIII: TERM OF AGREEMENT

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

May 1, 2018

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

Dear Superintendent Morales,

The Oxnard Educators Association is presenting bargaining proposals for the successor 2018 – 2019 Collective Bargaining Agreement. We are requesting that these proposals be recommended for public review and hearing at the next regular Board of Trustees' meeting.

Thank you for your attention to this matter.

Sincerely,

Anjanette Carrillo, Bargaining Chair Oxnard Educators Association

**Enclosure** 

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

# OXNARD EDUCATORS ASSOCIATION CONTRACT PROPOSALS TO THE COLLECTIVE BARGAINING AGREEMENT 2018-2019

#### May 1, 2018

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

- 1. Article III: Organizational Rights and Privileges
- 2. Article VI: Leaves of Absence
- 3. Article XII: Class Size
- 4. Article XIV: Partial and School-Wide Contract Variance
- 5. Article XIX: Salaries
- 6. Article XX: Employee Benefits
- 7. Article XXVIII: Term
- 8. Article XXXI: Specialized Job Classification

#### OSD BOARD AGENDA ITEM

Name	of Contributor: Dr. Je	sus Vaca	Date of Meeting:	05/16/2018
A.	Preliminary Study Session Report			
B. C.	Hearing: Consent Agenda Agreement Category:	Academic Enrichment		
		<ul><li>Special Education</li><li>Support Services</li><li>Personnel</li><li>Legal</li><li>Facilities</li></ul>		
D.	Action Items			
E.	Approval of Minutes	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading X		
F.	Board Policies	1 Reading 2 ReadingX_		
2017-2	018 3 <sup>rd</sup> Quarter Willi	iams VCOE Activity Report (Vaca/Magaña	a)	
Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Boards of districts with Deciles 1 to 3 schools. The attached report reflects the Ventura County Office of Education's Williams Related visits and activities completed during the 3 <sup>rd</sup> quarter of fiscal year 2017-2018.  FISCAL IMPACT:				

None.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Risk Manager that the Board of Trustees review and accept the 2017-2018 3<sup>rd</sup> Quarter Williams VCOE Activity Report, as presented.

#### **ADDITIONAL MATERIAL:**

- Memorandum from Paula Driscoll, Executive Director, School Business & Advisory Services, VCOE (one page)
- VCOE Williams Activity Report for the 3<sup>rd</sup> Quarter, Fiscal Year 2017-2018 (one page)



## MEMORANDUM

STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO. CA 93012

Date:

April 9, 2018

To:

District Superintendents

APR 1 2 2018

From:

Paula R. Driscoll, Executive Director School Business and Advisory Services

Subject:

2017-18 3<sup>rd</sup> Quarter Williams COE Activity Report

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Board of districts with deciles 1 to 3 schools. The attached report should be presented to the Governing Board of your District at a regularly scheduled meeting held in accordance with public notification requirements.

The attached report reflects our Williams related visits and activities completed during the 3<sup>rd</sup> quarter of fiscal year 2017-18. In summary, we are continuing the annual review of teacher assignments and vacancies in deciles 1 to 3 schools as required under Education Code Section 44258.9. In addition, we are finishing our reviews of the annual audits for fiscal year 2016-17 to determine if any findings relate to Williams issues. We have also begun our review of the annual school accountability report cards. The results of these reviews will be included in our annual Williams report at the end of the fiscal year, to be made available in November 2018.

If you have any questions or comments about the Williams Settlements or the attached report, please contact me at 805-383-1981.

cc:

Stanley C. Mantooth, County Superintendent Misty Key, VCOE Associate Superintendent

District Williams Coordinator

Attachment

Commitment to Quality Education for All

## Ventura County Office of Education Williams Activity Report for the 3rd Quarter Fiscal Year 2017-18

California Education Code Section 1240 requires that the County Superintendent annually visit the 54 schools in Ventura County that were ranked in deciles 1 to 3 of the 2012 Academic Performance Index. The purpose of the visit is to insure that all students have access to sufficient textbooks and/or instructional materials, to assess the condition of the facilities and identify any emergency or urgent threats to the health or safety of pupils or staff, and to determine if the school has provided accurate data for the annual school accountability report card (SARC) related to instructional materials and facilities conditions.

During the first four weeks of the 2017-18 school year, County Office of Education inspectors visited all "Williams" schools to determine if sufficient textbooks and/or instructional materials were available, and to assess the condition of the school facilities. The findings of these visits were summarized in the 1<sup>st</sup> Quarter Williams Activity Report published in October 2017. In summary, the inspection process found that the students in Ventura County have access to sufficient textbooks and/or instructional materials and that school facility conditions do not pose an emergency or urgent threat to the health or safety of pupils or staff.

While much of the specific Williams related activities occur during the 1<sup>st</sup> quarter, several activities take place throughout the fiscal year. These activities include:

The annual review of teacher assignments and vacancies in deciles 1 to 3 schools, as required by Education Code Section 44258.

The annual review of the prior fiscal year audit reports to identify any audit findings relating to Williams issues and determine how those findings will be corrected.

The annual review of each school's school accountability report card to verify that known Williams related issues are correctly reported.

The results of these reviews will be published in our annual Williams report in November of 2018.

If you have any questions about the Williams Settlement process or the information contained in this 3rd Quarter Williams Activity Report, please call Paula Driscoll, Executive Director, School Business and Advisory Services, at 805-383-1981.



#### OSD BOARD AGENDA ITEM

Name	of Contributor: <b>Steve</b> l	<b>Bailey</b> D	Pate of Meeting: May 16, 2018
A.	Preliminary Study Session Report		
B.	Hearing:		
C.	Consent Agenda Agreement Category:	<u>X</u>	
		Academic	
		Enrichment	
		Special Education	
		Support Services Personnel	
		Fersonner Legal	
		Facilities	
D. E.	Action Items Approval of Minutes		
F.	Board Policies	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading	
Establ	ish/Abolish/Increase/I	Reduce Hours of Position (Bailey)	
Establ	lish		
		Care Technician position number 8796 ll be established to provide support.	to be established in the Special Education
Abolis	sh		

The following positions are vacant and will be abolished due to the lack of work: a five and a half hour 183 day Paraeducator I position number 7329 an eight hour 246 day Office Assistant III position number 1875 an eight hour 246 day Office Assistant III position number 1809 a four hour 246 day Custodian position number 1190 an eight hour 180 day Bus Driver position number 6729 an eight hour 246 day Migrant Education Recruiter position number 7101 a four and a half hour 210 day Warehouse Worker/Deliver Driver position number 7818 an eight hour 246 day Energy Management Technician position number 7586 a four hour 185 day Child Nutrition Worker position number 2178 a five hour 185 day Child Nutrition Worker position number 268 an eight hour 180 day Family Liaison position number 7189 a five hour 183 day Paraeducator III position number 6068 a five hour 183 day Paraeducator III position number 6069 a five hour 183 day Paraeducator III position number 6070 a five hour 183 day Paraeducator III position number 6071 a five hour 183 day Paraeducator III position number 6072 a five hour 183 day Paraeducator III position number 6073 a five hour 183 day Paraeducator III position number 6075 a five hour 183 day Paraeducator III position number 8545

a five hour 183 day Paraeducator III position number 8682

- a five hour 183 day Paraeducator III position number 8039
- a five hour 183 day Paraeducator II position number 2109
- a five hour 183 day Paraeducator II position number 1049
- a five hour 183 day Paraeducator II position number 2205
- a five hour 183 day Paraeducator II position number 8535
- a five hour and forty five minute 183 day Paraeducator II position number 2760
- a five hour and forty five minute 183 day Paraeducator II position number 6773
- a five hour and forty five minute 183 day Paraeducator II position number 8040
- a five hour and forty five minute hour 183 day Paraeducator II position number 8558

#### **Increase**

a five hour 183 day Paraeducator III position number 6068 to be increased to 5.75 hours in the Special Education department. This position will be increased to provide additional support.

#### **FISCAL IMPACT:**

Cost for Health Care Technician - \$59,514 Special Education

Savings for Para I - \$24,837 Special Education

Savings for Office Assistant III - \$68,578 General

Savings for Office Assistant III - \$68,578 General

Savings for Custodian - \$26,565 General

Savings for Bus Driver - \$60,018 General

Savings for Migrant Ed Recruiter - \$71,126 General

Savings for Warehouse Worker/Delivery Driver - \$26,726 General 50% and Child Nutrition 50%

Savings for Energy Management - \$86,241 Maintenance

Savings for Child Nutrition Worker - \$16,976 Child Nutrition

Savings for Child Nutrition Worker - \$21,213 Child Nutrition

Savings for Family Liaison - \$65,351 Special Education

Savings for 10 Paraeducator III - \$235,730 Special Education

Saving for 8 Paraeducator II - \$199,070 Special Education

Cost for Paraeducator III – \$3,641 Special Education

#### **RECOMMENDATION:**

It is the recommendation of the Interim Director, Classified Human Resources, that the Board of Trustees approve the establishment, abolishment and increase of the positions as presented.

#### **ADDITIONAL MATERIAL:**

None

#### OSD BOARD AGENDA ITEM

Name	of Contributor: Dr. Jesus Vaca/Steve Bailey	Date of Meeting: May 16, 2018
A.	Preliminary Study Session Report	
B. C.	Hearing: Consent AgendaX	
0.	Agreement Category:	
	Academic Enrichment	
	Special Education	
	Support Services Personnel	
	Fersonner Legal	
Ъ	Facilities	
D. E.	Action Items Approval of Minutes	
F.	Board Policies $1^{st}$ Reading $2^{nd}$ Reading	
Person	nnel Actions (Vaca/Bailey)	
salary Person	tached are recommended Personnel Actions presented to the Board placement for the individuals employed will be in accordance with anel Actions include: new hires, transfers, pay changes, layoffs, recents, authorizations, and leaves of absence.	the salary regulations of the District.
FISCA N/A	AL IMPACT:	
RECO	OMMENDATION:	
It is th	ne recommendation of the Assistant Superintendent, Human Resour	rces & Support Services and the Interim
Direct	or, Classified Human Resources, that the Board of Trustees approve	ve the Personnel Actions, as presented.
ADDI	TIONAL MATERIAL:	
	fied Personnel Actions (two pages)	

Page 1		May 16, 2018
1 450 1	CLASSIFIED PERSONNEL ACTIONS	1 14/ 10, 2010
New Hire		
Escobedo, Sonia	Paraeducator II, Position #8603 Special Education 5.75 hrs./183 days	04/23/2018
Guerrero-Espinosa, Edna	School Occupational Therapist, Position #8496 Special Education 8.0 hrs./203 days	05/14/2018
Hernandez, Steven	Paraeducator III, Position #2608 Special Education 5.75 hrs./183 days	05/07/2018
Lechuga, Corinna	Health Care Technician, Position #8775 San Miguel 6.0 hrs./183 days	05/14/2018
Limited Term		
Arevalo, Vanessa	Clerical	03/01/2018
Arias, Fabiola G	Clerical	04/09/2018
Cahue, Marisol M	Clerical	04/09/2018
	Child Nutrition Worker	
Chavez, Michael A		04/12/2018
Garcia, David A	Paraeducator	04/30/2018
Garcia, Lizette	Paraeducator	4/25/2018
Hernandez, Alejandra	Clerical	04/09/2018
Leon, Yolanda	Clerical	04/09/2018
McCoy, Tricia L	Paraeducator	04/27/2018
Paul, Aira	Child Nutrition Worker	04/09/2018
Reyes Peluzzo, Paola E	Paraeducator	04/17/2018
Serrato, Diana	Clerical	04/09/2018
Zendejas, Yvette M	Paraeducator	04/16/2018
Exempt		
Chavez, Bertha	Campus Assistant	04/09/2018
Cortez, Paola	Campus Assistant	03/01/2018
Solis, Jaasiel	Campus Assistant	04/23/2018
Torres, Eduardo	Campus Assistant	04/04/2018
<b>Extended Leave of Absence</b>		
Carrisoza, Angelina	Child Nutrition Worker, Position #1588 Lemonwood 5.5 hrs./185 days	06/19/2018
<b>Unpaid Leave of Absence</b>		
Jimenez, Claudia	Outreach Specialist (B), Position #2200	04/29/2018-5/3/2018
	Kamala 8.0 hrs./180 days	
Thompson, Ranesha L	Paraeducator III, Position #2396 Special Education 8.0 hrs./180 days	01/23/2018-6/18/18 Tuesdays & Thursdays
Designation		
Resignation Estrada, Brenda G	Outreach Specialist (B), Position #6076 Frank 8.0 hrs./180 days	05/18/2018
Razo, Rudy	Site Technology Technician, Position #2950 Fremont 8.0 hrs./246 days	04/27/2018
Deceased		

Preschool Assistant (B), Position #6361

04/19/2018

Ramirez, Erendira

#### Retirement

Beppu, Miyoko	Child Nutrition Worker, Position #81	06/19/2018
Born, Cecilia B	Preschool Assistant (B), Position #2894	04/27/2018
Castellon, Ofelia A	Child Nutrition Worker, Position #1330	06/18/2018
Gonzalez, Maria Irene	Administrative Assistant (B), Position #5422	06/29/2018
Herrera, Elaine	Clerical Assistant, Position #1038	06/14/2018
Iwamoto, Yoshiko	Child Nutrition Worker, Position #783	07/15/2018
Lozano, Maria A.	Child Nutrition Worker, Position #2214	04/28/2018

#### 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**

Valencia, Valerie	Teacher, SPED M/M	08/14/2018
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Chiles, De'Shawnna Substitute Teacher 2017/2018 School Year Mederos, Guillermo Substitute Teacher 2017/2018 School Year

Intervention Services
Provider (less than 20 hours per week not to exceed 75% or 135 days a year

Perfino, David Chavez 04/25/2018

#### **Retirement**

Alexander, Ariel	Teacher	June 15, 2018
Batra, Madhu	Teacher	June 2018
Beardsley, Lori	Teacher, LA	June 30, 2018
Beatty, Gerald C	Teacher	June 15, 2018
Bowe, Mathew	Teacher	June 2018
Braziel, Lorelei	Teacher	June 2018
Castro, Mirna	Teacher	June 2018
Christiansen, Sharon	Teacher	June 15, 2018
Decile, Beverly	Teacher	June 2018
Evans, Denise	Teacher	June 2018
Fagan-Ortiz, Andrea	Teacher	June 2018
Farrell, Jennifer	Teacher	June 2018
Figueroa, Gene	Teacher	June 2018
Flores, Laura	Teacher	June 15, 2018
Garza, Johnny	Teacher	June 15, 2018
Garza, Joy	Teacher	June 2018
Garza, Marcella	Teacher	June 2018
Gibson, Judy	Teacher	June 15, 2018
Goldowitz, Joy	Teacher	June 2018
Gutierrez, Elizabeth	Teacher	June 2018
Harris-Padron, Michele	Teacher	June 15-2018
Hunt, Ana Maria	Teacher	June 2018
Jacobs, Deborah	Teacher	June 2018
Kehr, James	Psychologist	June 15, 2018
Kelly, Peggy	Teacher	June 2018
Killgore, Darlene	Teacher	June 2018
Knowlson, Lisa	Teacher	June 2018

Leftovits, Robin	Teacher	June 2018
Lopez, Margaret	Teacher	June 15. 2018
Lord, Sara	Teacher	June 15, 2018
Manley, Charles	Teacher	June 2018
Maulhardt, Deborah	Teacher	June 2018
Means, Ruth	Teacher	June 15, 2018
Miranda, Lora	Teacher	June 2018
Mitchell, Jennifer	Teacher	June 2018
Moorehead, Fred	Teacher	June 2018
Morrow, Karen A	Teacher	June 15, 2018
O'Neill, Dawn	Teacher	June 15, 2018
Ontiveros, Diana	Teacher	June 2018
Robinson, Gayle	Teacher	June 2018
Schwenk. Tobi	Teacher	June 15, 2018
Shelton, Debra	Teacher	June 16, 2015
Siebers, Jennifer	Teacher	June 2018
Smith, Vicki	Teacher	June 2018
Somers, Thomas	Teacher	June 2018
Soria, Yolanda	Teacher	June 2018
Sullivan, Annie	Teacher	June 2018
Vazquez-Garfield, Irma	Teacher	June 2018
Vera, Eileen	Teacher	June 2018
Verharen, Susan	Teacher	June 2018
Villanueva, Kenneth	Teacher	June 2018
Yenney, Robert	Teacher	June 2018
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#### **BOARD AGENDA ITEM**

Name of Contributor: Dr. Cesar Morales	Date of Meeting: 5/16/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category:  Academic Enrichment Special Education Support Services Personnel Legal Facilities
SECTION D: ACTION	<u>x</u>
SECTION F: BOARD POLICIES 1 <sup>ST</sup> Readi	ng 2 <sup>nd</sup> Reading
Presentation and Approval of Agreement #	18-05 – City of Oxnard/Oxnard Police Department -

Annually the Oxnard School District partners with the City of Oxnard/Oxnard Police Department to promote safe school environments via the support of School Resource Officers (SRO's). In past years the services of two (2) SRO's have been shared throughout all schools in the district. For the 2018/19 school year, the administration desires to add one (1) additional SRO position for a total of three (3) positions districtwide.

The Board of Trustees will receive a presentation regarding SRO's and their work in Oxnard School District. Following the presentation, the Board will be asked to consider approval of Renewal Agreement #18-05 for the Oxnard School District and the City of Oxnard/Oxnard Police Department to continue to work in collaboration with supporting the children, parents, and staff at our elementary and middle school campuses. The City of Oxnard/Oxnard Police Department agrees to provide the services of three (3) School Resource Officers to support the Oxnard School District on issues surrounding safety, violence prevention and intervention.

#### **FISCAL IMPACT:**

\$405,300.00 - School Safety Funds

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #18-05 with the City of Oxnard/Oxnard Police Department, in the amount not to exceed \$405,300.00.

#### **ADDITIONAL MATERIALS:**

**Attached:** Agreement #18-05, City of Oxnard/Oxnard Police Department (7 Pages)

PowerPoint Presentation – OPD & OSD (11 pages)

#### OSD AGREEMENT #18-05

Agreement No. 8247-18-PO

## AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES AND COST SHARING

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Oxnard School District ("OSD" or "District") is made and entered into as of July 1, 2018. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SRO's receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OSD school campuses.

City and District hereby agree as follows:

- 1. Scope of Services. The Oxnard Police Department ("OPD") shall provide the services of three (3) School Resource Officer's ("SRO's") to OSD elementary and intermediate school campuses. The SRO will work with OSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs' law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
- 2. <u>Method of Performing Services</u>. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in <u>Exhibit A</u> attached hereto and incorporated

by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventy Five percent (75%) of the cost to operate and administer the SRO program for FY 2018-2019 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Four Hundred and Five Thousand, Three Hundred dollars (\$405,300) (total cost for three officers) no less than thirty (30) days prior to June 30, 2019.

City shall send invoices to: Janet Penanhoat, Assistant Superintendent, Oxnard School District 1051 South A Street, Oxnard, CA, 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

- 4. <u>Nonexclusive Services</u>. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
- 5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
- 6. <u>Term.</u> The term of this Agreement shall be from July 1, 2018 to June 30, 2019, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
- 7. <u>Termination</u>. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
- 8. <u>Force Majeure</u>. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of

- war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.
- 9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
- 10. <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department 251 South "C" Street Oxnard, California 93030

Attention: Jason Benites, Assistant Chief of Police

District:

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attention: Janet Penanhoat, Assistant Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- 11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.
- 12. <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the Parties.

- 13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 14. <u>Assignment</u>. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
- 15. <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 16. <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
- 18. <u>Invalidity</u>; <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 19. <u>Cooperation</u>; <u>Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 20. <u>Authority to Enter Agreement</u>. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 21. <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.

	ontains the entire Agreement of the Parties with supersedes all prior negotiations, understandings
CITY OF OXNARD	OXNARD SCHOOL DISTRICT
Scott Whitney, Interim City Manager	Dr. Cesar Morales, Superintendent
APPROVED AS TO FORM	
Stephen M. Fischer, City Attorney	
APPROVED AS TO CONTENT	
Scott Whitney, Police Chief	

#### **EXHIBIT "A"**

#### **SRO** Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

- 1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
- 2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
- 3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
- 4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
- 5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

### DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

- 1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
- 2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

### RESPECT FOR THE RIGHTS OF STUDENTS

- 1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
  - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
  - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
  - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
- 2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.

- 3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
- 4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

#### SRO TRAINING REQUIREMENTS

- 1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
  - a. Child and adolescent development and psychology;
  - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
  - c. Children with disabilities or other special needs; and
  - d. Cultural competency.

#### PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

#### TECHNOLOGY SERVICES AND SUPPORT

- 1. In order for the Oxnard PD's SROs to serve the students of the OSD, all SROs will be given a user-specific login and access to the OSD network to:
  - a. Login
  - b. Run productivity software, including Microsoft Office
  - c. Print to District/School printers
  - d. Access the Internet thru the District's Internet Filter
  - e. Access WebMail from a third party provider
  - f. Access Internet Filter override
  - 2. SROs will not be provided:
    - a. Access to install programs to workstations or servers
    - b. Access to District email accounts or the District's email address book
    - c. Access to the District's Student Information System
    - d. Access to other District files

# Oxnard Police Department (OPD) & Oxnard School District (OSD)



School Resource Officer (SRO) Unit Presentation
May 16, 2018

Presented by:

Eduardo Miranda, Commander OPD Chris Ridge, Director of Pupil Services OSD



## SRO Unit – Statistics for 2017-2018

### **Prevention / Intervention**

- Approximately 2,000 calls for service related to school campuses
- Over 2,400 parents and students were counseled by the SROs
- Approximately 150 presentations, in a variety of topics/forums
- Forty (40) school safety / lock down drills
- Participated in over 200 School Attendance Review Board hearings
- The SRO's provide a safe learning environment for approximately 42,000 (over 16,000 in OSD) students in the four school districts within Oxnard.

## SRO Unit – Statistics for 2017-2018

### **Law Enforcement**

- Approximately 250 citations
- Over 400 crime and incident reports
- 93 arrests throughout the year

\*SRO Officers are encouraged to find alternative problem solving aside from arrests when dealing with juvenile behaviors, etc.

# OPD SRO - Identified Area of Need

### **California Healthy Kids Survey 2016-2017**

### **Grade 5**

- 78% report feeling safe at school
- 44% report being hit or pushed
- 19% report seeing a weapon at school
- 16% report alcohol/drug use sometime during lifetime

### **Grade 7**

- 53% report feeling safe at school
- 23% report being afraid of being "beaten up"
- 18% report being in a physical fight
- 20% report seeing a weapon at school
- 10% report current alcohol/drug use

# OPD SRO - Responding to the Need

- Increased presence for supervision and monitoring
- Increased access for rapid response
- Increased participation in matters of truancy
- Increased ability to mentor
- Increased positive communication/interaction with students



# OPD SRO Unit Overview – Current Reality

- Seven Officers, and one (1) Sergeant are assigned to the SRO unit
- One SRO at each of the four (4) high schools
- Two (2) SRO's assigned to cover all of the OSD schools
- Remaining SRO splits time between OSD, HSD and RSD

# OPD SRO Unit Overview – Proposed Increase

- Eight Officers, and one (1) Sergeant are assigned to the SRO unit
- One SRO at each of the four (4) high schools
- Three (3) SRO's assigned to cover all of the OSD schools
- Remaining SRO splits time between OSD, HSD and RSD
- One (1) Youth Engagement Officer

# **OPD SRO Unit Cost**

- Total cost for one OXPD Officer is \$180,130 (\$135,100 @ 75%)
- Each year the cost-sharing percentages are re-negotiated.

### **OPD SRO Unit Cost**

### 2017-2018

MOU/ Cost Sharing Agreement OSD agreed to cost sharing percentage of 75% = \$263,610

### 2018-2019

MOU/ Cost Sharing Agreement OSD agreed to cost sharing percentage of 75% = \$405,300

# OSD / OPD Partnership

Oxnard School District and the Oxnard Police Department work together to...

### Empower All Children to Achieve Excellence



# Recommendation

Approval of Agreement #18-05 – City of Oxnard/Oxnard Police Department – SRO Services - Cost Sharing 2018-2019 (Morales/Penanhoat)

### **BOARD AGENDA ITEM**

Name of Contributor: Janet Penannoat	Date of Meeting: May 16, 2018
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal Facilities
SECTION D: ACTION	<u>X</u>
SECTION F: BOARD POLICIES 1ST R	leading 2 <sup>nd</sup> Reading

APPROVAL OF IMPLEMENTATION OF THE PARS SUPPLEMENTARY RETIREMENT PLAN CONTINGENT UPON ANALYSIS OF SAVINGS CALCULATION (Penanhoat)

On March 21, 2018, the Board of Trustees (Board) of the Oxnard School District approved Resolution #17-29 adopting a PARS Supplementary Retirement Plan (SRP), the District's retirement incentive for Certificated Non-Management (OEA) and Classified Non-Management (CSEA) employees for the 2017-18 school year. At that time, it was determined that the retirement incentive would only be implemented if it benefited the district fiscally, and that an analysis of all proposed resignations would be conducted to determine whether the incentive would result in a savings to the district. If it were demonstrated that the plan would not result in a savings, the retirement incentive would be withdrawn and resignations could be rescinded. The filing period for eligible employees to submit retirement paperwork closed on May 4, 2018.

The Board will now evaluate the analysis and determine whether the SRP meets the District's fiscal and operational objectives based on the final enrollment of the plan. If approved, all enrollments and resignations associated with the retirement incentive would be confirmed and locked in.

### FISCAL IMPACT

Anticipated Savings to the General Fund of \$1.7 Million

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees review the analysis of proposed resignations and approve the implementation of the PARS Supplementary Retirement Plan.

### **ADDITIONAL MATERIAL**

Attached: PowerPoint Presentation - Analysis of Proposed Resignations (9 pages)





# OXNARD SCHOOL DISTRICT

PARS Supplementary Retirement Plan (SRP) May 11, 2018

# PLAN ASSUMPTIONS

	Certificated Non-Management (OEA)	Classified Non-Management (CSEA)	
Eligibility Requirements	Age <b>55</b> , <b>5</b> Years of Service; or Age <b>50</b> , <b>30</b> Years of Service	Age <b>50, 5</b> Years of Service	
Benefit Level	60% of Final Pay		
Replacement Salaries	<b>\$57,426</b> Based on PARS New Hire Study (3 year)	Replace @ 82.25% Replace at Step 1 *Excluding Longevity	
Health Care Costs	Active: \$14,861 Retired: \$16,644	Active: \$13,597 Retired: \$28,812	
STRS/PERS Retirement Plan Costs	<b>STRS:</b> 2018-19 16.280% 2019-20 18.130% 2020-21 19.100%	<b>PERS:</b> 2018-19 18.062% 2019-20 20.800% 2020-21 23.500%	
PARS Plan Funding	5-Year Annuity purchased through Pacific Life Insurance		



# PROJECTED VS. ACTUAL RETIREMENTS

Projected Retirements (as of October 16, 2017)						
	# of Proj. Retirements Percentage Eligible Employees with PARS SRP Retirements					
Certificated Non-Management	169	35	20.71%			
Classified Non-Management	267	25	9.36%			

Actual Retirements (As of May 10, 2018)						
	# of Retirements Percentage Eligible Employees with PARS SRP Retirements					
Certificated Non-Management	162	51	31.48%			
Classified Non-Management	756		16.02%			



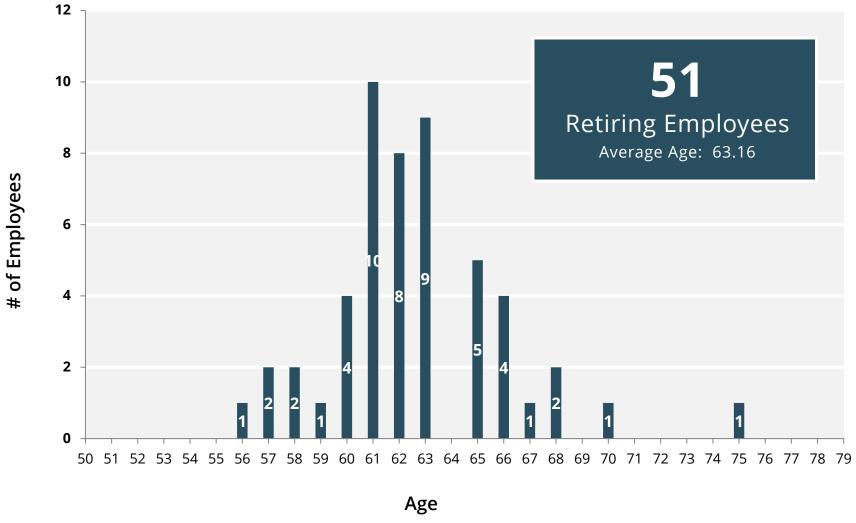


# FISCAL SUMMARY OF SAVINGS

	Non-Replace PARS	Proj. Savings in Year 1	Proj. Savings over 3 Years	Proj. Savings over 5 Years
Certificated Non-Management	7.00	\$764,301	\$1,793,994	\$2,427,866
Classified Non-Management	5.00	(\$33,807)	(\$278,392)	(\$710,348)
TOTAL	12.00	\$730,494	\$1,515,602	\$1,717,518

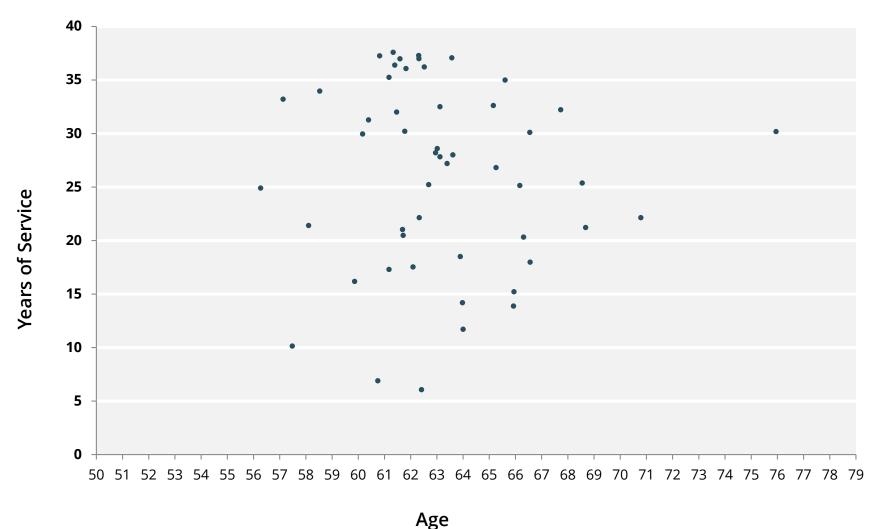


### **CERTIFICATED NON-MANAGEMENT (OEA)**



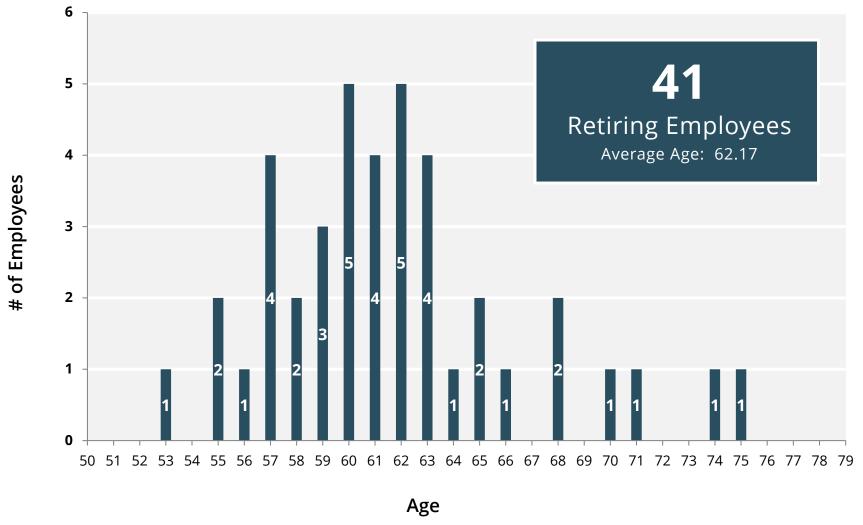


### **CERTIFICATED NON-MANAGEMENT (OEA)**



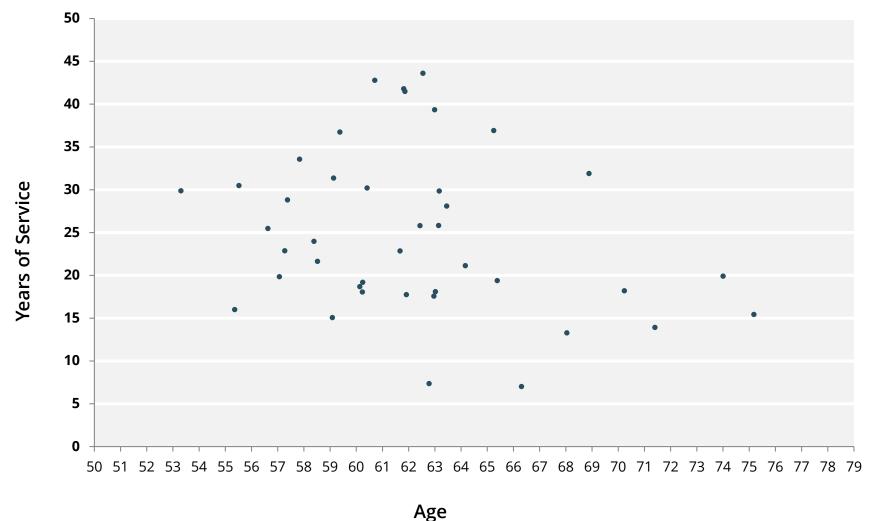


### **CLASSIFIED NON-MANAGEMENT (CSEA)**





### **CLASSIFIED NON-MANAGEMENT (CSEA)**







#### OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Morales	Date of Meeting: 5-16-18
A. Preliminary Study Session Report	
B. Hearing:	
C. Consent Agenda Agreement Category:	
	Academic
	Enrichment
	Special Education
	Support Services
	Personnel
	Legal
	Facilities
D. Action ItemsX_ E. Approval of Minutes	<del></del>
F. Board Policies 1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading
Ordering Consolidation with Other	olution #17-43 Ordering a Regular Governing Board Member Election, er Elections, and Constituting "Specification of the Elections, and ection Order" to be held on November 6, 2018 (Dr. Morales)

Pursuant to Election Code Section 1302(b) and Education Code Section 5340, a consolidated election is required to be held for Governing Board Members whose terms expire on the first Friday in December 2018. The County Superintendent of Schools' has adopted Resolution No. 18-01, which consolidates your Governing Board Member Election with all other elections, held in the district on November 6, 2018. It is recommended that the Board of Trustees consider and adopt Resolution #17-43 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Election Order" to be held on November 6, 2018.

FISCAL IMPACT: None.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees consider and adopt Resolution #17-43 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Elections, and Constituting "Specification of the Election Order" to be held on November 6, 2018.

#### ADDITIONAL MATERIAL:

- Oxnard School District Resolution No. 17-43
- Ventura County Superintendent of Schools Resolution No. 18-01

#### Resolution #17-43

# Resolution of the Oxnard School District Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Election Order"

Constituting "Specification of the Election Order" to be held on November 6, 2018

WHEREAS, The Oxnard School District has complied with the requirements of Election Code Section 1302(b); and

WHEREAS, The Oxnard School District, pursuant to Election Code Section 1302(b), is required to hold the election of Governing Board Members on the same day upon which the statewide General Election is held; and

WHEREAS, Pursuant to Election Code Section 1302(b) and Education Code Section 5302, the Ventura County Superintendent of Schools has called a Regular Governing Board Member Election to be held in this District on November 6, 2018; and

WHEREAS,

Pursuant to Section 5340 of the Education Code, School District Governing Board

Member Elections of two or more districts of any type to be held in the same district

or area on the same day shall be consolidated so that a person entitled to vote in both

or all of such elections may do so at the same time and place and using the same ballot;

and

WHEREAS,
Pursuant to Education Code Section 5342, School District elections may be consolidated by the officer conducting the election with elections held by certain other political subdivisions on the same day and in territory which is the same or partially the same, upon receipt of resolutions from two or more political subdivisions whose boundaries are totally or partially the same territory calling elections to be held on the same day; and

WHEREAS,
Pursuant to Education Code Section 5322, whenever an election is ordered, the Governing Board of the district shall, not less than 123 days prior to the date set for the election, by resolution delivered to the County Superintendent of Schools and the officer conducting the election, specify the date of the election, the purpose of the election, the authority for ordering the election, the authority for the specifications of the election order, and the signature of the officer or the Clerk of the Board by law authorized to make the designations therein contained; and

WHEREAS, Pursuant to Education Code Section 5016, the Governing Board shall determine the winner by lot in the event of a tie vote.

#### NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED as follows:

- 1. The election shall be held on Tuesday, November 6, 2018.
- 2. The purpose of the election is to elect **three regular term vacancies** to the Governing Board of Oxnard School District.
- 3. The election shall be consolidated with elections held by certain other school districts or other political subdivisions on the same day and in territory which is the same or partially the same.
- 4. The election will be held and conducted in the manner prescribed in Elections Code

Section 10418.

The Clerk of the Board of Trustees shall cause a copy of this resolution to be delivered to the County Superintendent of Schools and the officer conducting the election at least 123 days prior to the election pursuant to Education Code Section 5322.

The County Superintendent of Schools shall cause a copy of this resolution to be delivered to the County Clerk at least 120 days prior to the date of the election.

The foregoing resolution was duly and regularly adopted by the Board of Trustees of the Oxnard School District this 16th day of May, 2018, by the following vote:

AYES:	
NOES:	
ABSENT:	
	Debra M. Cordes, President
	Board of Trustees of the Oxnard School District

STATE OF CALIFORNIA) ss COUNTY OF VENTURA)

I hereby certify that the foregoing is a full, true and correct transcript of a resolution duly adopted and affirmed by a formal vote of the members of the Board of Trustees of the District named therein at a duly constituted (regular) meeting of said Board which was held on the 16<sup>th</sup> day of May, 2018, as it appears upon the minutes of the said meeting.

Ernest Morrison, Clerk
Board of Trustees of the Oxnard School District



# RESOLUTION NO. 18-01 of the VENTURA COUNTY SUPERINTENDENT OF SCHOOLS

# CONSOLIDATING THE COMMUNITY COLLEGE DISTRICT, COUNTY BOARD OF EDUCATION AND SPECIFIED SCHOOL DISTRICT BOARD MEMBER ELECTIONS IN VENTURA COUNTY, CALIFORNIA TO BE HELD ON TUESDAY, NOVEMBER 6, 2018

WHEREAS,

Election Code Section 1302(b) requires a Board Member election be held on November 6, 2018, in the Community College District, County Board of Education and specified School Districts in Ventura County, to fill the office of members whose terms expire on the first Friday in December next succeeding the election; and

WHEREAS,

Education Code Section 5320 provides that any mandatory provisions of the Education Code requiring that an election be held is an "Order of Election"; and

WHEREAS,

Education Code Section 5302 provides that when an election is ordered, the County Superintendent of Schools shall call the election; and

WHEREAS,

Education Code Section 5340 specifies that when the Community College District, County Board of Education and School District Board Member elections for two or more districts or any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and

WHEREAS,

Pursuant to Education Code Section 5340, such consolidation of the Community College District, County Board of Education and School District Board Member elections shall be effected by the County Superintendent of Schools having jurisdiction over the elections; and

- WHEREAS, The County Superintendent of Schools shall notify the Boards of the Community College, County Board of Education, and specified School Districts in writing at least 130 days prior to the date of the election that a consolidated election is required to be held.
- NOW, THEREFORE, Pursuant to Education Code Section 5302, I hereby resolve, call and order Board Member elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held on November 6, 2018;.
- **FURTHERMORE,** Pursuant to Section 10400, et seq., of the Elections Code and Section 5340 of the Education Code, I order that the elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be consolidated with any other election which may be held on the same date and involving the same territory.
- **FURTHERMORE,** I order that the consolidated elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held and conducted in the manner prescribed in Elections Code Section 10418.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of April, 2018.

Stanley C. Mantooth

Ventura County Superintendent of Schools

# COMMUNITY COLLEGE DISTRICT, COUNTY BOARD OF EDUCATION AND SPECIFIED SCHOOL DISTRICT BOARD MEMBER ELECTIONS TO BE HELD ON TUESDAY, NOVEMBER 6, 2018

District Elections		
Briggs Elementary	(3) Regular Term Vacancies	
Conejo Valley Unified	(3) Regular Term Vacancies	
Fillmore Unified	(3) Regular Term Vacancies	
Hueneme Elementary	(3) Regular Term Vacancies	
Mesa Union Elementary	(3) Regular Term Vacancies	
Moorpark Unified	(2) Regular Term Vacancies	
Mupu Elementary	(2) Regular Term Vacancies	
Oak Park Unified	(3) Regular Term Vacancies	
Ocean View	(3) Regular Term Vacancies	
Ojai Unified	(3) Regular Term Vacancies	
Oxnard Elementary	(3) Regular Term Vacancies Trustee Area #2 Trustee Area #3 Trustee Area #5	
Oxnard Union High School	(3) Regular Term Vacancies	
Pleasant Valley Elementary	(3) Regular Term Vacancies	
Rio Elementary	(3) Regular Term Vacancies	
Santa Clara Elementary	(2) Regular Term Vacancies	
Santa Paula Unified	(2) Regular Term Vacancies	
Simi Valley Unified	(2) Regular Term Vacancies (1) Short Term Vacancy	
Somis Union Elementary	(3) Regular Term Vacancies (1) Short Term Vacancy	
VC Board of Education	(3) Regular Term Vacancies Trustee Area #1 Trustee Area #2 Trustee Area #4	
VC Community College District	(3) Regular Term Vacancies Trustee Area #1 Trustee Area #2 Trustee Area #5	

#### **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat	Date of Meeting: 5/2/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS	
SECTION C: CONSENT AGENDA	Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal Facilities
SECTION D: ACTION SECTION F: BOARD POLICIES 1 <sup>st</sup> Rea	<u>x</u>
	Construction Services Agreement #15-198 with or the Lemonwood K-8 School Reconstruction

The Oxnard School District ("District") Board of Trustees ("Board") Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School ("Project"). The Project includes the construction of new school facilities at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/gymnasium, a 2-story classroom building, kindergarten classroom building and playfields, hardscape and green space to service the new school.

The original Facilities Implementation Plan called for the construction of the new school beginning in phase 2 of the program in 2017-2018 academic year. CFW, working in consultation with District staff, has accelerated the commencement of construction as a result of thoughtful planning and early access to General Obligation Bond dollars that were not projected to be available until the future.

Change Order No. 011 provides for the Board's consideration and approval of thirty-three (33) change orders with the following scope of work:

- PCI 0187 Modify roof framing at Admin and Kindergarten buildings due to Mechanical systems
- PCI 0233 Add Tyvek weather barrier at MPR Building
- PCI 0234.2 CCD 22/24 mechanical duct stand modifications
- PCI 0236r1 RFI 269.1 plumbing modification to comply ADA requirements
- PCI 0247 Modify sunshade mounting
- PCI 0250 Relocate door at 2nd floor fire riser
- PCI 0251 Revise site lighting footing
- PCI 0252.1 RFI 310 Add piping to MAU units

- PCI 0257 Add Power for Elect WH MPR RR
- PCI 0259 RFI 180 Add Electrical to Smoke Fire Damper Previously Added
- PCI 0260 Modify Site Lighting Anchor Bolts per CCD 026
- PCI 0261 RFI 0138 Revise Electric Water heater in 1-138
- PCI 0262 Extend Conduit, RFI 257
- PCI 0268.1A Ancillary costs assoc. with MPR Sprinkler replacement
- PCI 0273.1 RFI 317.1 Add Structural Support @ MPR High Roof
- PCI 0275 Wausau Bench Storage Cost
- PCI 0281 RFI 069 Add Power to EWH 1-224
- PCI 0282 RFI 323 Add Height to Curb Along Eastern Property Line
- PCI 0284 RFI 327 Furnish and Install Mortar Mix Plus Cementitious Deck Fill at Classroom Building
- PCI0 288 Storm Drain Cover Modification
- PCI 0289 Add Quarry Tile Setting Bed at Second Floor Restrooms
- PCI 0292.1 Closers @ Site CL Fence Gates
- PCI 0295.1 Add Exhaust Fan @ MPR Electrical Room
- PCI 0296 Additional CMB Material in the Fire Lane
- PCI 0298 CCD 001 Relocate Roof Access Hatch
- PCI 0299 Additional Cost to Chlorinate MPR Building
- PCI 0300r1 RFI 080-080.2 Added Concrete @ Stair 1 & 2
- PCI 0301A RFI 068 Add Roof Guardrail Mounting Brackets
- PCI 0302 RFI 159 Add Flanged Feet to Convection Ovens
- PCI 0309A Reroute Condensate Drains
- PCI 0316 Add Masonry Wall Cap @ Electrical Enclosure
- PCI 0317 Reprogram FA System
- PCI 0325 Add Emergency Eyewash at Dirty Lab Rooms 365 & 366

#### **FISCAL IMPACT**

<u>Three Hundred Fifty-Eight Thousand One Hundred Ninety-Two Dollars and Seventy-Nine Cents</u> (\$358,192.79) to be paid out of the Master Construct and Implementation Funds.

#### RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 011 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project.

#### ADDITIONAL MATERIAL

#### Attached:

- Change Order #011, Swinerton Builders (4 Pages)
- PCI's referenced above (361 Pages)
- Construction Services Agreement #15-198 (19 Pages)



### **CHANGE ORDER**

Date: 05.16.2018 CHANGE ORDER NO. 011

PROJECT: LEMONWOOD K-8 RECONSTRUCTION PROJECT OWNER: Oxnard School District

O.S.D. BID No. N/A

O.S.D. Agreement No. 15-198

3 MacArthur Place, Ste. 850

1051 South A Street

Oxnard, CA. 93030

**SVA** Architects, Inc.

Santa Ana, CA 92707

ARCHITECT

**CONTRACTOR:** 

**Swinerton Builders** 

865 S. Figueroa St., Los Angeles, CA 90017

Attn: Michael Darquea

Architects Proj. No.: 2013-40121

D.S.A. File No.: 56-22 D.S.A. App. No.: 03-116026

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM	\$ 29,575,897.91
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-010)	\$ 1,959,486.49
ADJUSTED CONTRACT SUM	\$ 31,535,384.40
NET CHANGE -	\$ 358,192.79
Total Change Orders to Date: 011	\$ 2,317,679.28
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 011	\$ 31,893,577.19
Commencement Date:	May 23, 2016
Original Completion Date:	July 23, 2018
Original Contract Time:	. 791 Calendar Days
Time Extension for all Previous Change Orders:	. 157 Calendar Days
Time Extension for this Change Order:	0 Calendar Days
Adjusted Completion Date:	. February 18, 2019
Percentage	(7 270/)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI 0187 - Modify roof framing at Admin and Kindergarten buildings due to Mechanical systems	(0.0)	(AO)	(50)	\$6998.67
2.	PCI 0233 - Add Tyvek weather barrier at MPR Building				\$8882.91
3.	PCI 0234.2 - CCD 22/24 mechanical duct stand modifications				\$73,001.40
4.	PCI 0236r1 - RFI 269.1 plumbing modification to comply ADA requirements				\$13,726.25
5.	PCI 0247 - Modify sunshade mounting				\$15,168.92
6.	PCI 0250 - Relocate door at 2nd floor fire riser				\$4237.70
7.	PCI 0251 - Revise site lighting footing				\$14,829.09
8.	PCI 0252.1 - RFI 310 Add piping to MAU units				\$24,873.63
9.	PCI 0257 - Add Power for Elect WH - MPR RR				\$3845.68
10.	PCI 0259 - RFI 180 Add Electrical to Smoke Fire Damper Previously Added				\$576.95
11.	PCI 0260 - Modify Site Lighting Anchor Bolts per CCD 026				\$2027.54
12.	PCI 0261 - RFI 0138 Revise Electric Water heater in 1-138				\$1734.16
13.	PCI 0262 - Extend Conduit, RFI 257				\$4239.41
14.	PCI 0268.1A - Ancillary costs assoc. with MPR Sprinkler replacement				\$17,588.25
15.	PCI 0273.1 - RFI 317.1 Add Structural Support @ MPR High Roof				\$8105.80
16.	PCI 0275 - Wausau Bench Storage Cost				\$272.72
17.	PCI 0281 - RFI 069 Add Power to EWH 1-224				\$1690.53

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
18.	PCI 0282 - RFI 323 Add Height to Curb Along Eastern Property Line	(3.3)	(* 15)	(20)	\$3119.27
19.	PCI 0284 - RFI 327 Furnish and Install Mortar Mix Plus Cementitious Deck Fill at Classroom Building				\$7763.25
20.	PCI 0288 - Storm Drain Cover Modification				\$1292.44
21.	PCI 0289 - Add Quarry Tile Setting Bed at Second Floor Restrooms				\$9090.67
22.	PCI 0292.1 - Closers @ Site CL Fence Gates				\$36,061.34
23.	PCI 0295.1 - Add Exhaust Fan @ MPR Electrical Room				\$14,899.53
24.	PCI 0296 - Additional CMB Material in the Fire Lane				\$35,464.45
25.	PCI 0298 - CCD 001 Relocate Roof Access Hatch				\$4172.88
26.	PCI 0299 - Additional Cost to Chlorinate MPR Building				\$4565.51
27.	PCI 0300r1 - RFI 080-080.2 Added Concrete @ Stair 1 & 2				\$6818.16
28.	PCI 0301A - RFI 068 Add Roof Guardrail Mounting Brackets				\$5830.69
29.	PCI 0302 - RFI 159 Add Flanged Feet to Convection Ovens				\$1011.72
30.	PCI 0309A - Reroute Condensate Drains				\$8393.73
31.	PCI 0316 - Add Masonry Wall Cap @ Electrical Enclosure				\$1569.27
32.	PCI 0317 - Reprogram FA System			\$756.91	
33.	PCI 0325 - Add Emergency Eyewash at Dirty Lab Rooms 365 & 366				\$15,583.36
	Totals			\$756.91	\$357,435.88
<del>-                                    </del>	Phones Order No. 044			¢ 259 402 70	

Total Change Order No. 011 \$ 358,192.79

*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. I	BUSINESS SERVICES OR PURCHASING DIRECTOR
APPROVAL (REQUIRED):	
ARCHITECT:	DATE:
CONTRACTOR:	DATE:
RECOMMENDED FOR APPROVAL:	
OSD DSA INSPECTOR:	DATE:
ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES	DATE:
APPROVAL (REQUIRED):	
BOARD APPROVAL	DATE:
ASST. SUPT./PURCHASING DIRECTOR:	DATE:
DSA APPROVAL	DATE:



November 28, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0187 ROM Modify roof framing at Administration and Kindergarten Building

Dear Mr. Burkett,

We sumit our ROM to our contract for the following:

Modify roof framing, spread and add double roof trusses.

Phase	Category	Description	Subcontractor	Quote
013189	71152	Modify roof framing at Administration and Kindergarten buildings to accommodate mechanical systems	SWINERTON BUILDERS- BIM Coordination	750.00
061000	71145	Modify roof framing at Administration and Kindergarten buildings to accommodate mechanical systems	SANVEO INC	680.00
061000	71140	Modify roof framing at Administration and Kindergarten buildings to accommodate mechanical systems	ABDELLATIF ENTERPRISES, INC.	3,500.00
061000	71140	Modify roof framing at Administration and Kindergarten buildings to accommodate mechanical systems	ABDELLATIF ENTERPRISES, INC.	1,500.00
			Subtotal	6,430.00
007480	71160	Subguard	1.15%	73.95
007410	71160	Builders Risk	0.6%	39.03
007420	71160	General Insurance	1.15%	74.80
007510	71160	P&P Bond	1%	50.00
991000	79999	Change Order Fee	5%	330.89
			Markup Subtotal	568.67
			PCI Total	6,998.67

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 6,998.67.

#### Please NOTE:

» The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.



- The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- This request does not include additional cost or delay due to late approval.

- Control of the Cont	
Upon acceptance of this change order request, a acknowledges that Swinerton Builders is directed	formal change order will be issued. Acceptance also to proceed with the above change in scope.
If you have any questions or comments pertaining	to this matter, please contact the undersigned.
Sincerely Swinerton Builders	Quotation accepted by: Oxnard School District
	Ву:
Date:	Date:

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



August 10, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0233 Add Tyvek weather barrier at MPR Building upper walls

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install Tyvek weather barrier behind plaster and metal siding panels at conditions where walls intersect horizontal surfaces such as lower roof areas.

Phase	Category	Description	Subcontractor	Quote
076000	71140	Furnish and install Tyvek weather barrier behind plaster and metal siding panels at conditions where walls intersect horizontal surfaces such as lower roof areas.	G.E.S. SHEET METAL, INC.	5,190.51
092900	71140	Furnish and install Tyvek weather barrier behind plaster and metal siding panels at conditions where walls intersect horizontal surfaces such as lower roof areas.	RUTHERFORD CO., INC.	2,954.00
			Subtotal	8,144.51
007480	71160	Subguard	1.15%	93.66
007410	71160	Builders Risk	0.6%	49.43
007420	71160	General Insurance	1.15%	94.74
007510	71160	P&P Bond	1%	81.45
991000	79999	Change Order Fee	5%	419.12
			Markup Subtotal	738.40
			PCI Total	8,882.91

#### TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 8,882.91.

#### Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 0 calendar days.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 10 days of its issuance.
- » This request does not include additional cost or delay due to late approval.



X We <b>HAVE NOT</b> proceeded with this revised v	work per your instructions. Please issue a change order.
Upon acceptance of this change order request, a form acknowledges that Swinerton Builders is directed to p	•
If you have any questions or comments pertaining to t	this matter, please contact the undersigned.
Sincerely, Swinerton/Builders	Quotation accepted by: Oxnard School District
Bill Gray PM 8/10/2017	Ву:
Date:	Date:



## Rutherford Co., Inc.

2107 Crystal St. Los Angeles, CA. 90039 Ph. (323) 666-5285 Fax (323) 665-0328

Committed to EEO & Affirmative Action License No. 399033 E. E. O. C.

Date:

To:

Swinerton Builders

Attn:

Bill Gray

From:

Paul Rutherford

Pages:

2

Re:

Lemonwood K-8 E.S.

Extra Work Pricing:

Added Work at Upper Levels of Exterior Walls Above the Low Roof Areas at MPR Building

Add:

\$2,954.00

See page 2 for pricing breakdown.

ADDENDUM NO RUTHERFOR	D INC.				-	
PROJECT: Lemonwood K.S Es.			BID I	SHEET NO		The second secon
ADDRESS:			TIME:			.M. P./
LOCATION: Oxnard			TAKE	OFF MADE	74 = 4 1	19
ARCHITECT: TEL.		THE PERSON NAMED IN	Activities to the same of the	PLAN [	DATES	
Added Work to Upper Levels of Exterior of MPR Building:	QUANTITY	STINU	COST MATERIAL PER UNIT	MATERIAL COST	LABOF AVER	TOTAL DAYS
Remove Existing Horizontal #64 County Bead & Add Alew #66 County Brad  1 Higher Elevation:	170		. 25	43	-	8
Add Tyrek System to Upper Portion of Select Exterior Walls Above how Roof Arros:	1,700	P	.38	646		Ib.
1,700 fts						
				\$688. + 1x \$751.	/ X =	24 75 <sup>7</sup> 1,818
5ub. Total - \$2519. + 325. (156)/ (2959.7)						



G.E.S. JOB#

Date: 8/8/17

PROJECT:

Lemonwood ES

**Swinerton Builders** 

Attn: B. Gray

Phone: Fax:

CHANGE ORDER REQUEST: 007

Cost Breakdown for: Tyvek Wrap behind metal panels MPR

Description of work:

See cost per Swinerton C. Barbato request to supply and install Tyvek Commercial Wrap D behind metal panels at MPR building. No underlayment is currently shown on architectural drawings.

Qty	Unit	Material Description	Unit Cost	Unit	E	xtension
4	ea	Tyvek Commercial Wrap D 5x100'	\$189.00	ea	\$	756.00
10	Ea	Tyvek Tape	\$22.16	ea	\$	221.60
3	Ea	T50 Staples	\$20.00	ea	\$	60.00
			memoria antificiale consessionale antificial de 19 monte en 1930 de 19 monte en 1990 de 1990 de 1990 de 1990 d	Section Security Control of the Cont	\$	-
	e Berchi attribi espreniere dinacipie			DOCUTE REPRESENTATION OF THE PROPERTY OF THE P	\$	
and the second second second second					\$	
			Material Cost		\$	1,037.60
		Sales Tax @ 9.00%		9.00%	\$	93.38
			Subtotal		\$	1,130.98
			15.0% Markup	)	\$	169.65
	Material Total		\$	1,300.63		

Qty	Unit	Labor Description	Unit Cost	Unit	E	xtension
1	Hr	Detail and engineering	\$125.00	Hr	\$	125.00
0	Hr	Shop fabrication	\$86.13	Hr	\$	-
16	Hr	Journeyman	\$86.13	Hr	\$	1,378.08
16	Hr	Foreman	\$92.73	Hr	\$	1,483.68
1	Hr	Supervisor	\$95.74	Hr	\$	95.74
			Labor Cost		\$	3,082.50
			15.0% Markup			462.38
	Labor Total			\$	3,544.88	

Qty	Unit	Equipment Description	Unit Cost	Unit	E	xtension
1	Ea	Delivery Charge	\$250.00	ea	\$	250.00
4	Ea	Zone Pay	\$75.00		\$	300.00
					\$	-
	t was all made has entered to the control of the co			g who we have make an about the distribution of the second section of the s	\$	
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	<u> </u>	Equip. Costs		\$	550.00	
			15 00/ Markus		<b>C</b>	82.50

(COR Originator/Title)
Johnny Reeves

NOTE: If any work is performed on this change order request, G.E.S. reserves the right to request payment for the work on its regularly scheduled monthly progress billing. If this billing is denied, a monthly interest charge of 2% will be added to the COR until an official change order is issued.

 Equip. Costs
 \$ 550:00

 15.0% Markup
 \$ 82.50

 Total Equip.
 \$ 632.50

Cost Subtototal
Adjustment

Total COR (rounded) \$ 5,478.00

5190 SL

5,478.01

\$



December 1, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0234.2 CCD 022/024 Modify mechanical stands at MPR Building

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Modify HVAC duct stands per RFI 179 and 287. Duct stands as designed in contract documents will not support ductwork required for this building.

Phase	Category	Description	Subcontractor	Quote
017416	71110	RFI 179 and 287 modification of mechanical duct stand at MPR Building CCD #22/24	SWINERTON BUILDERS	1,728.00
051200	71140	RFI 179 modification of mechanical duct stand at MPR Building CCD #22/24	BECK STEEL, INC.	22,788.00
051200	71140	Modify HVAC duct stands per CCD 22/24 and RFI 287. Duct stands as designed in contract documents will not support ductwork required for this building.	BECK STEEL, INC.	16,381.00
075400	71140	RFI 179 and 287 modification of mechanical duct stand at MPR Building CCD #22/24	LETNER ROOFING COMPANY	4,600.00
230010	71140	RFI 179 and 287 modification of mechanical duct stand at MPR Building CCD #22/24	SHELDON MECHANICAL CORPORATION	21,452.00
			Subtotal	66,949.00
007480	71160	Subguard	1.15%	769.91
007410	71160	Builders Risk	0.6%	406.31
007420	71160	General Insurance	1.15%	778.77
007510	71160	P&P Bond	1%	652.21
991000	79999	Change Order Fee	5%	3,445.20
			Markup Subtotal	6,052.40
			PCI Total	73,001.40

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 73,001.40.

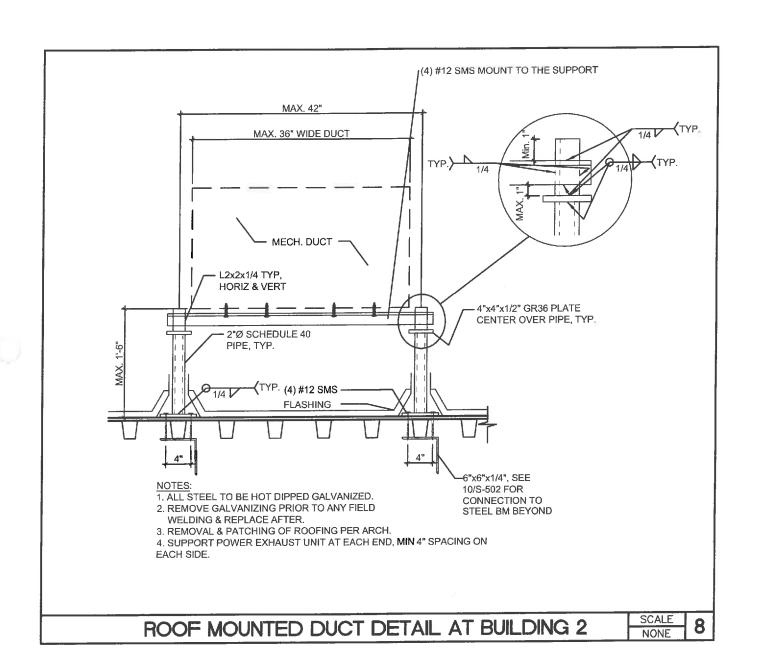
#### Please NOTE:

» The incorporation of this revision into the contractual scope of work will increase the time by 42 calendar days..



- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We <b>HAVE</b> proceeded with this revis	sed work per your instructions. Please issue a change order.
Upon acceptance of this change order requacknowledges that Swinerton Builders has	est, a formal change order will be issued. Acceptance also proceeded with the above change in scope.
If you have any questions or comments perform	taining to this matter, please contact the undersigned.
Sincerely,	Quotation accepted by:
Swinerton Builders	Oxnard School District
William	
17/2	By:
14/01/2010	



## Request For Information # 00287

To:

SVA ARCHITECTS, INC.

Attention: Tom Bardwell CC: Chris Yafuso

Paul Vernier

David Chieng Peter Sarkis

Christopher Barbato

RFI Date:

Date Due:

RFI Type: Priority:

Schedule/Activity ID: Document Reference:

Spec Section:

Status:

Returned

07/24/2017

07/24/2017

Structural

High

Subject:

Duct Stands at MPR Bldg.

#### **INFORMATION REQUESTED:**

Requested By:

Nalani Scanlon

RFI #179 shows a maximum height of 1'6" for the duct stands on Building 2. After field verification, the maximum height of some of our duct stands is 86" due to equipment and opening elevations. Please confirm the detail provided per RFI #179 is acceptable for us to install to.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Yes

ANSWER:

Answered By: Tom Bardwell

Date of Response: 08/17/2017

Detail is not acceptable to be used for anything higher than the maximum stated (1'-6"). Revised duct stands higher than 1'-6" will be submitted as a CCD to DSA.

#### **ATTACHMENTS:**

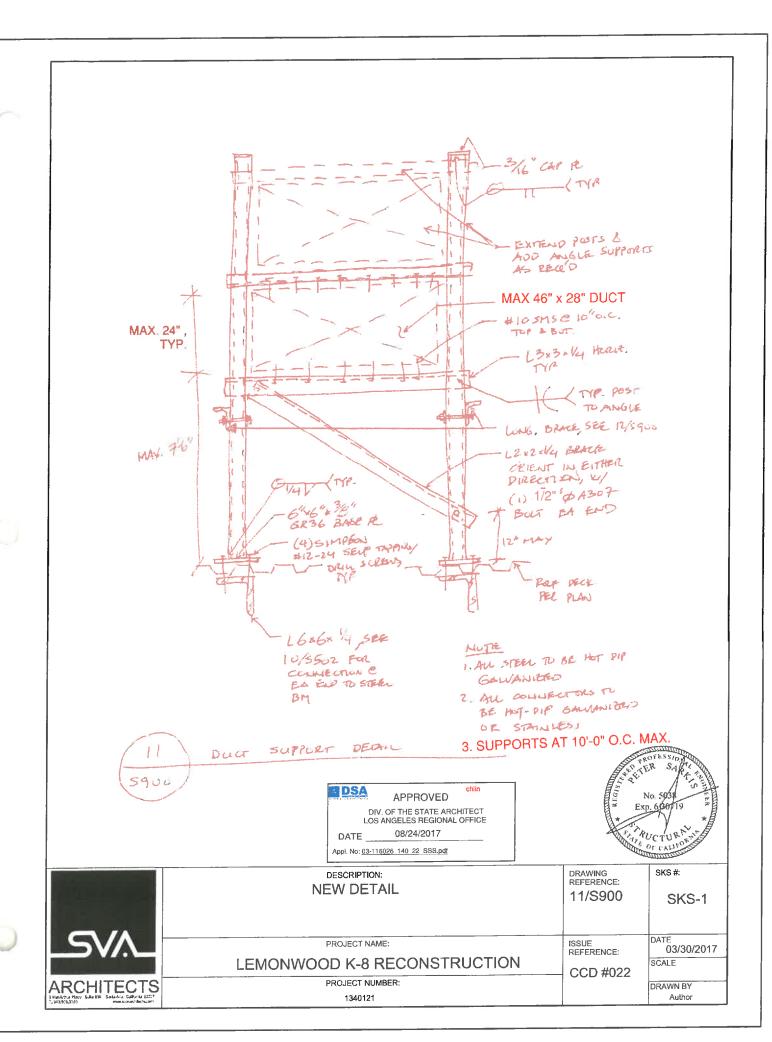


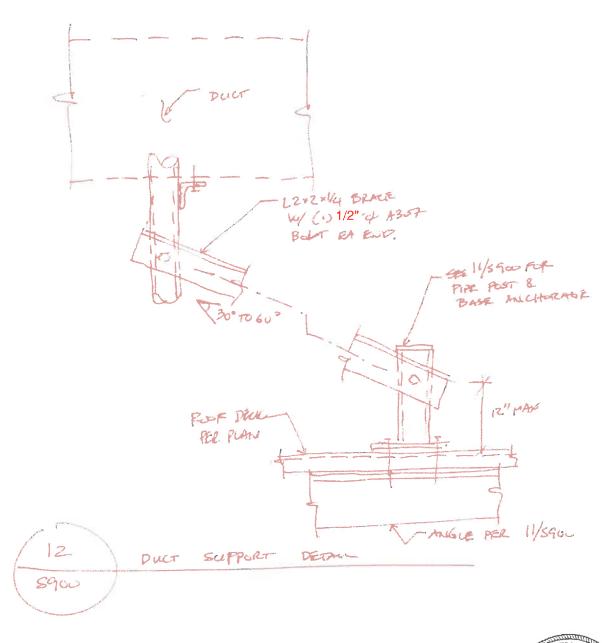


APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District				DSA File #:		56 - 22
Project Name/School:	Lemonwood K-8 Reconstru	uction		DSA App. #:	03	- 116026
APPLICANT			TO THE			
CCD Cat. 🔀 A / 🔲 E	3, #22 Date Submitte	ed:08/18/17	Attached	I Pages?: ☐No		(8pages)
For CCD Cat. B, this is	a 🔲 voluntary submittal,	DSA required	submittal	(attach DSA notifica	ation requi	ring submission).
Firm Name: SVA Arc	hitects		Contact	Name: Tom Bard	well	
Email: tbardwell@sva	-architects.com		Phone N	umber: (949) 809	9-3380	
Address: 3 Mac Arthu	r Place, Suite 850					
City: Santa Ana			State: Ca	<u> </u>	Zip: 92	2707
A DSA 301-N, DSA	A 301-P, or 90-Day Letter h	as been issued fo	or this proj	ect.		
For project current	ly under construction.					
To obtain DSA app	proval of existing uncertified	building(s).				
DESIGN PROFESSI	IONAL IN GENERAL RE	SPONSIBLE C	HARGE		7.1	
	fessional in General Res		- 7	Simons		
Professional License				e: Architecture		
been examined by me for	n General Responsible Ch or design intent and appear ject specifications. They are	to meet the appr	opriate red	guirements of Title	e 24, Cali	fornia Code of
orginatare. Jerson. Limon	DESIGN PROFESSIONA	L IN GENERAL RES	PONSIBLE C	CHARGE		
calculations and spe- listed on DSA 1 for the	To confirm that all C cifications have been stanis this project.  onstruction change (attack of SKS-2 for duct supports of the	mped and signe	ed by the	Responsible De	sign Pro	fessional
List of DSA approved	d drawings affected by the	is CCD: See atta	ched shee	ets		
DSA U	ISE ONLY		A DS	ADDD	OVED	chlin
SSSDate	Approved / Disapproved / Not Reg'd	For business office use or Date Sent	illy streets of cours	APPR DIV. OF THE S		HITECT
FLSDate	Approved / Disapproved / Not Req'd	Return By		LOS ANGELES F		
ACSDate	_ Approved / Disapproved / Not Req'd		DAT	E08/24/	2017	
Remarks_			Appi. N	o: <u>03-116026 140 22</u>	SSS.pdf	





DSA

APPROVED

DIV. OF THE STATE ARCHITECT LOS ANGELES REGIONAL OFFICE

DATE 08/24/2017
Appl. No: 03-116026 140 22 SSS.pdf





DESCRIPTION:
NEW DETAIL

DRAWING REFERENCE: 12/S-900

SKS-2

SKS#:

PROJECT NAME:

LEMONWOOD K-8 RECONSTRUCTION

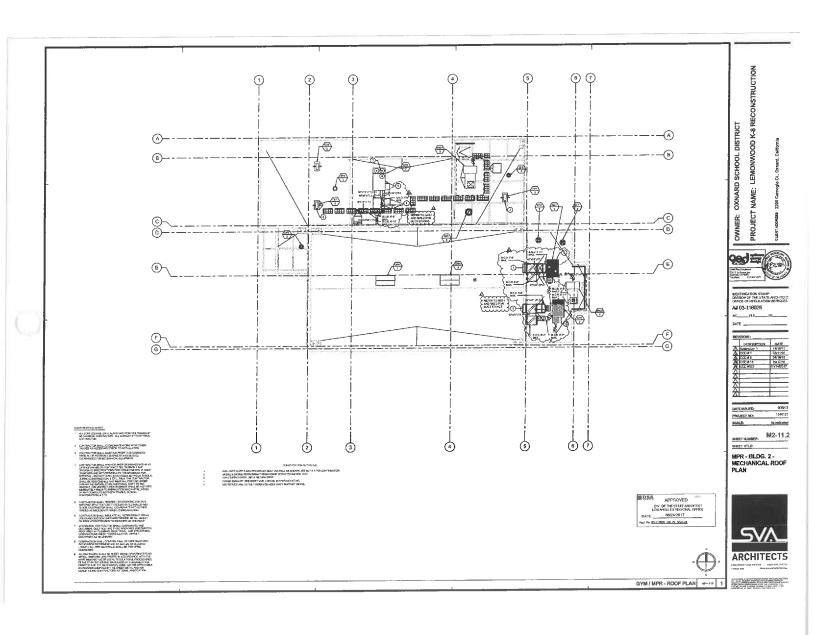
PROJECT NUMBER:

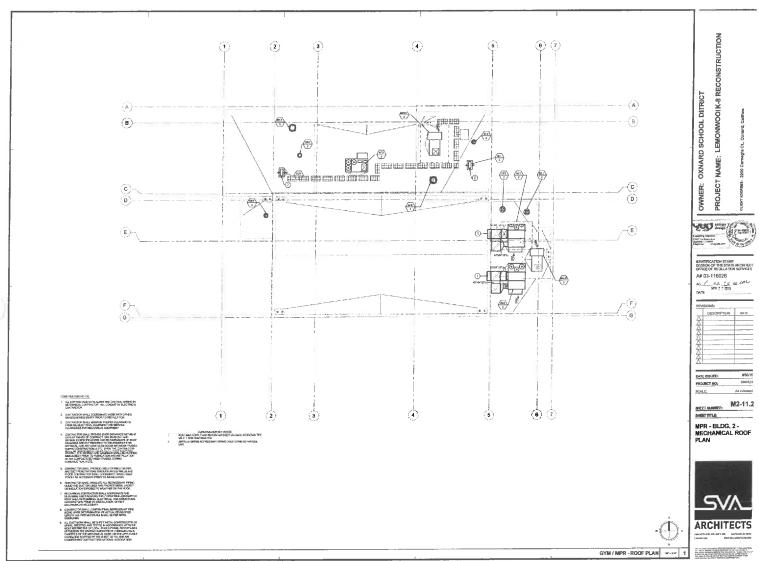
1340121

ISSUE REFERENCE: DATE 03/30/2017 SCALE

CCD #022

DRAWN BY Author



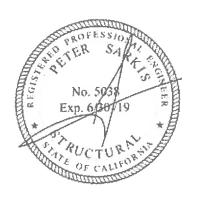




# STRUCTURAL ENGINEERING CCD#022

### **LEMONWOOD K-8 RECONSTRUCTION**

2200 Carnegie Court Oxnard CA 93033



By

**PETRA Structural Engineers** 

Job# 2013-031 August 4, 2017



#### SUPPORT DUCT

MAY. 48"x 24" DUCT = 18 W/H TRIB. VENGTH PER SUPPORT = 10'

WIND

$$\frac{VIND}{2J_{1}=0.00256} K_{2} K_{EL} K_{d} V^{2}$$

$$= -0.00256 (0.9)(1)(0.85)(110)^{2}$$

$$= 23.7 \text{ pd} = 17 \text{ psf (ALLOW.)} P = 10' \times 2' \times 17$$

$$= 340 \text{ d}$$

$$\frac{EQ}{F_{p}} = \frac{0.40_{p}S_{0S}}{(R_{p}/I_{+})} \left(1+2I_{h}\right) W_{p}$$

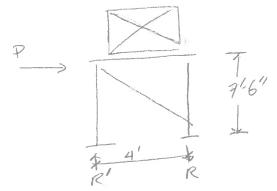
$$= 0.4(2.5)(1.285) (1+2) W_{p} = 0.428 W_{p} \leftarrow CONTROLS$$

Fp = 77 M



Project:  VENOH WOOD  Client:	By: Date:	Sheet:
Title:	Job:	

## TRANSV.



$$R = \frac{340 \, \text{M} \times 7'6''}{4'} + (10' \times 18 \, \text{M/h/2}) = 728 \, \text{M}$$

$$R' = -548 \, \text{M}$$

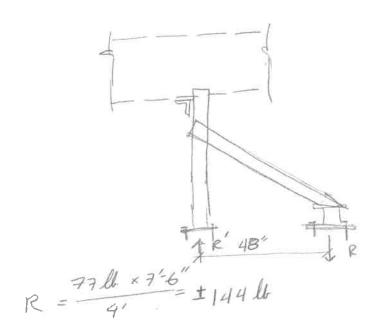
$$f_a = \frac{0.73 \, \text{k}}{1.07 \, \text{m}^2} = 0.68 \, \text{ks}$$

WE LZXZX14 BEAGE



Project:	Ву:	Sheet:
LEHON WOULD		
Client:	Date:	
Title:	Job:	

## LONG. BILARE



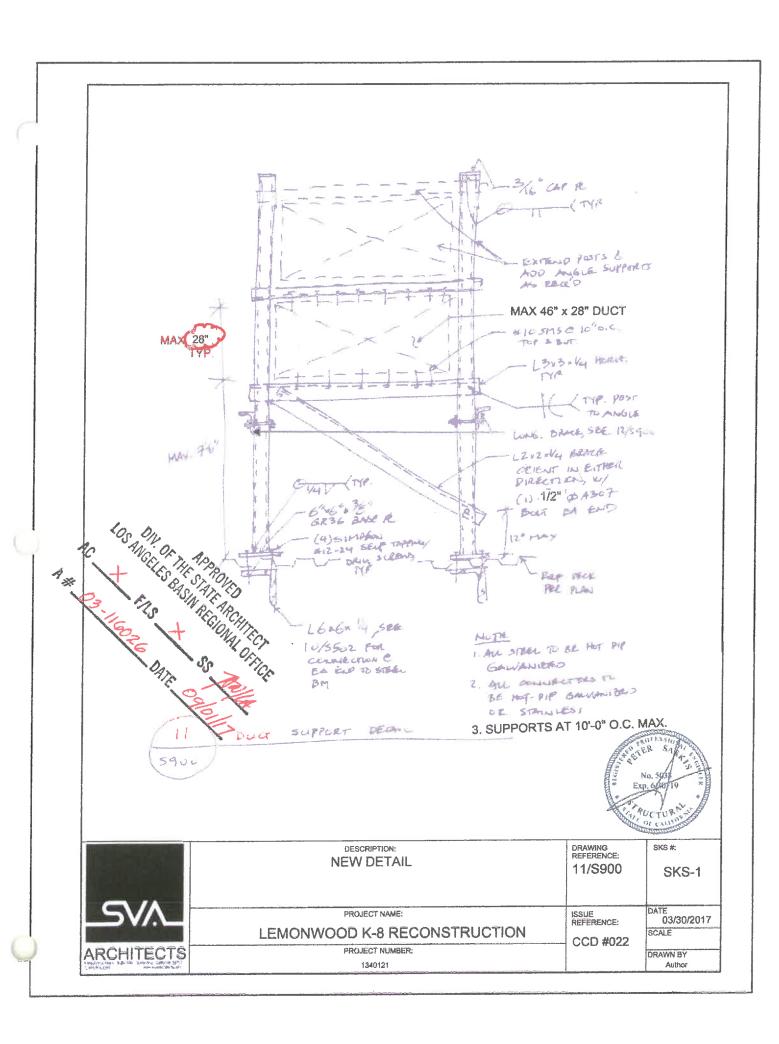


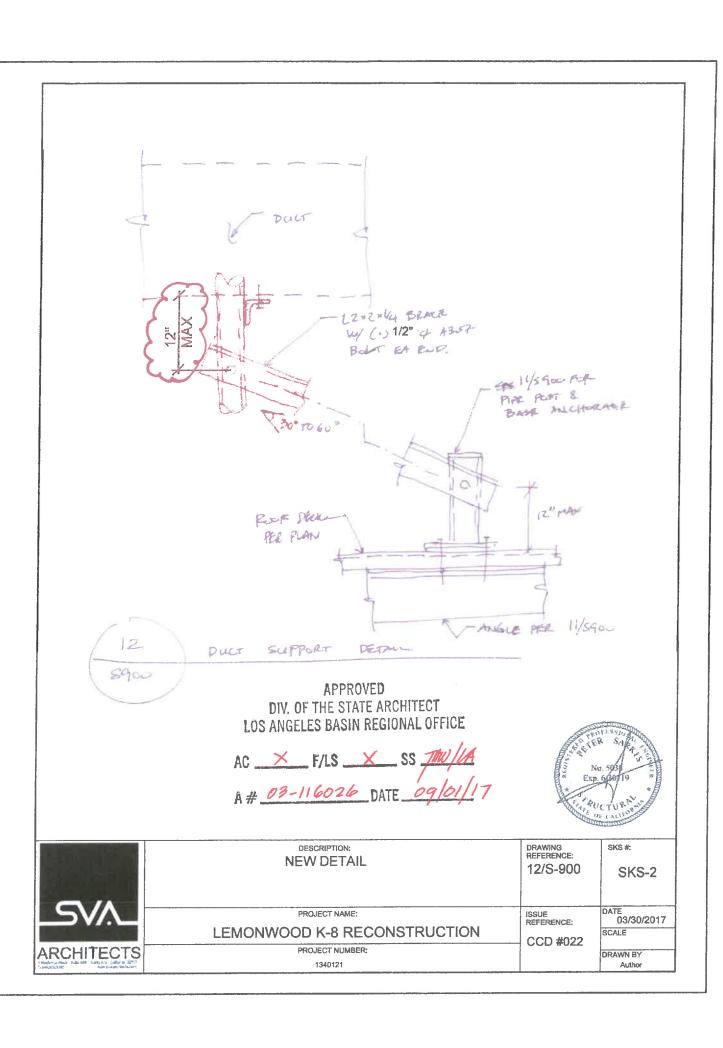
140

## **APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE**

**DOCUMENT – CCD CATEGORY A/B**This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6

School District/Owner: Oxnard S	chool District		DSA File #:		56 - 22
Project Name/School: Lemonwo	od K-8 Reconstruction		DSA App. #:	03	- 116026
APPLICANT		WAXE A		- xiika	
CCD Cat. ⊠A / □B, #24	Date Submitted:09/01/17	Attached	Pages?: No	Yes	2pages
For CCD Cat. B, this is a 🔲 volu	ıntary submittal, 🔲 DSA require	d submittal	attach DSA notific	ation requir	ing submission).
Firm Name: SVA Architects		Contact I	Name: Tom Baro	lwell	
Email: tbardwell@sva-architects	com	Phone N	umber (949) 80	9-3380	
Address: 3 Mac Arthur Place, Su	uite 850				
City: Santa Ana		State: Ca	*	Zip: 92	707
A DSA 301-N, DSA 301-P, or	90-Day Letter has been issued i	or this proje	ct.		
For project currently under co	nstruction.				
To obtain DSA approval of ex	isting uncertified building(s).		······································		······································
DESIGN PROFESSIONAL IN	CENERAL RESPONSIBLE	CHARCE	With the Law of	1, 1,22	0.1815.14.4
Name of Design Professional in	South All of the Control of the Cont	ATTACH THE MAN CONTRACT	mone		
	<u>-</u>		· · · · · · · · · · · · · · · · · · ·		
Professional License #: C-1830 esign Professional in General R	tesponsible Charge Statement	: The attach			
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esign Professional in General Repension Professional in General Repensions and the project specific gnature:  **Page 1.5	Responsible Charge Statement tent and appear to meet the applications. They are acceptable for its acceptabl	The attach ropriate requirements of the ponsible child, when appending the Record of t	ed Construction ulrements of Title in into the constru  UARGE  oplicable, first s esponsible Des  ded): v roofs per coord	24, Califorction of the	mia Code of e project. dex of essional
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esign Professional in General Repen examined by me for design in egulations and the project specific gnature:  DESIGNATION OF THE CHILD TO SHEET THE BOX:  TO CONTROL THE BOX:  TO CONTROL THE SHEET	Responsible Charge Statement tent and appear to meet the applications. They are acceptable for its acceptabl	The attach ropriate required incorporation ponsible chand, when and by the Reets if need MPR low	ed Construction ulrements of Title in into the constru  UARGE  oplicable, first s esponsible Des  ded): v roofs per coord	24, Califorction of the heet or in sign Profe	dex of essional
esign Professional in General Repen examined by me for design in egulations and the project specific gnature:  DESIGN  CHECK THIS BOX:  To consolidations and specifications sted on DSA 1 for this this proprief description of construction e attached SKS-1 and SKS-2 for is CCD is a revision to CCD 22.  St of DSA approved drawings and USA USE ONLY	Responsible Charge Statement tent and appear to meet the apple cations. They are acceptable for it on PROFESSIONAL IN GENERAL RES form that all CCD drawings are have been stamped and signs cet.  change (attach additional she duct supports over the steel fram  affected by this CCD: See attach  pproved / Not Req'd  Data Sent	The attach ropriate required incorporation ponsible chand, when and by the Reets if need MPR low	ed Construction uirements of Title in into the constru UARGE oplicable, first s esponsible Des led): v roofs per coord	24, Califorction of the heet or in sign Profe	dex of essional
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esign Professional In General Rene examined by me for design in agulations and the project specific gnature:  DESIGNATION OF THE CALL AND THE CALL A	Responsible Charge Statement tent and appear to meet the applications. They are acceptable for it and appear to meet the applications. They are acceptable for it and PROFESSIONAL IN GENERAL RES form that all CCD drawings are have been stamped and signs total.  I change (attach additional she duct supports over the steel frame affected by this CCD: See attack  For business office use on the proved / Not Req'd  Return By	The attach ropriate requirements of the control of	ed Construction uirements of Title in into the constru UARGE oplicable, first s esponsible Des led): v roofs per coord	24, Califorction of the heet or in sign Profesion with the heat or in sign Profesion with the heat or in the he	dex of essional th contractor.  ARCHITECT EGIONAL OF The contractor of the contracto







## SHELDON MECHANICAL C O R P O R A T I O N

September 8, 2017

Swinerton 865 S. Figueroa Suite 3000 Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School

SMC COR #16 CCD #24 Building 2 Duct Stands

Dear Bill,

Attached is our itemized cost for the Duct Stands serving Units AC1-2, AC2-2 and AC3-2 per CCD #24.

This Work Excludes Furnishing or Installing 6"x6"x1/4" Angle or Flashings for Duct Stands and Removal or Patching of Roof.

Cost for SMC COR #16 is \$21,452.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

Data	Sheldon 3/19/04
	Lemonwood K-8 School
Bid	SMC COR #16

#### Sheldon Mechanical Corporation 26015 avenue hall Santa Clarita, CA 91355

Phone: 661-286-1361

FAX: 661-287-9081

DATE	PAGE
09/04/17	1
TIME	
11:11 Al	VI

	Description	Ref	Ref Amount	Ор	Rate	Amount
1	MATERIAL:					
2	DFI Invoice					6,815.00
3	SUBTOTAL					6,815.00
4						
5	SALES TAX: Material Total	Line 3	6,81500	%	9.25	630.39
6	Material Folat	EMIC 3	5,57955	,,,		$qq_{1}q_{2},q_{3}q_{4},q_{3}q_{5},q_{5}q_{5}q_{5}q_{5}q_{5}q_{5}q_{5}q_{5}$
7	SUBTOTAL					630.39
<b>8</b> 9	DIRECT FIELD LABOR:					
10	Layout					
11	Foreman	Galc	9.00	*	116.10	1,044.90
12	Install 18 Stands					
13 14	Foreman	Calc	45.00		116.10	5,224.50
15	Journeyman	Calc	45.00	•	96.85	4,358.25
16 17	SUBTOTAL					10,627.65
18	DIRECT JOB EXPENSES:					
19	Supervision	Calc	4.00	*	116.10 116.10	464,40 116.10
20	Detailing	Calc	1.00		110.10	110.10
21 22	SUBTOTAL				1	580.50
)	JOB SUBTOTAL					18,653.54
25	OVERHEAD MARKUP:		1	i		
26	Flat Rate Markup	Line 23	18,653,54	%	15.00	2,798.03
27	Material	Line 3 Line 3	6,815.00 6,815.00	%		
28 29	Major Quotations Sates Tax	Line 7	630.39	%		
30	Direct Field Labor	Line 16	10,627.65	%		
31	Direct Shop Labor	Line 16	10,627.65 10,627.65	%		
32 33	Specialized Labor Indirect Labor	Line 16	10,627.65	%		
34	Non-Productive Lbr.	Line 16	10.627.65	%		
35	Direct Job Expenses Sub Contracts	Line 16 Line 16	10,627,65 10,627,65	%		
36 37	JOB TOTAL	Lane				21,451.57
J.	JOB TOTAL					
				-		
				100		
			-			
				}		



DESCRIPTION

## P.O. Box 803338, Santa Clarita, CA 91380

Tel: 661-705-8780 Fax: 661-705-8790

September 8, 2017

2012

Lemonwood K-8 School

SEL ID.

TOTAL \$

Mr. Dillon Boute' Sheldon Mechanical Corp 26015 Avenue Hall Santa Clarita, CA 91355 661-286-1361

7,445.39

**AMOUNT** 

Please reference your sheets tagged: CCD #24		
All material constructed per your details and specifications		
(18) Duct Stands per CCD #24	\$	6,815.00
	\$	6,815.00
	~	9.25%
An an all the Complete to Point February Income and Annual Complete to the Com		630.39
Make all checks payable to Duct Fabricators Incorporated.  THANK YOU FOR YOUR BUSINESS!		_

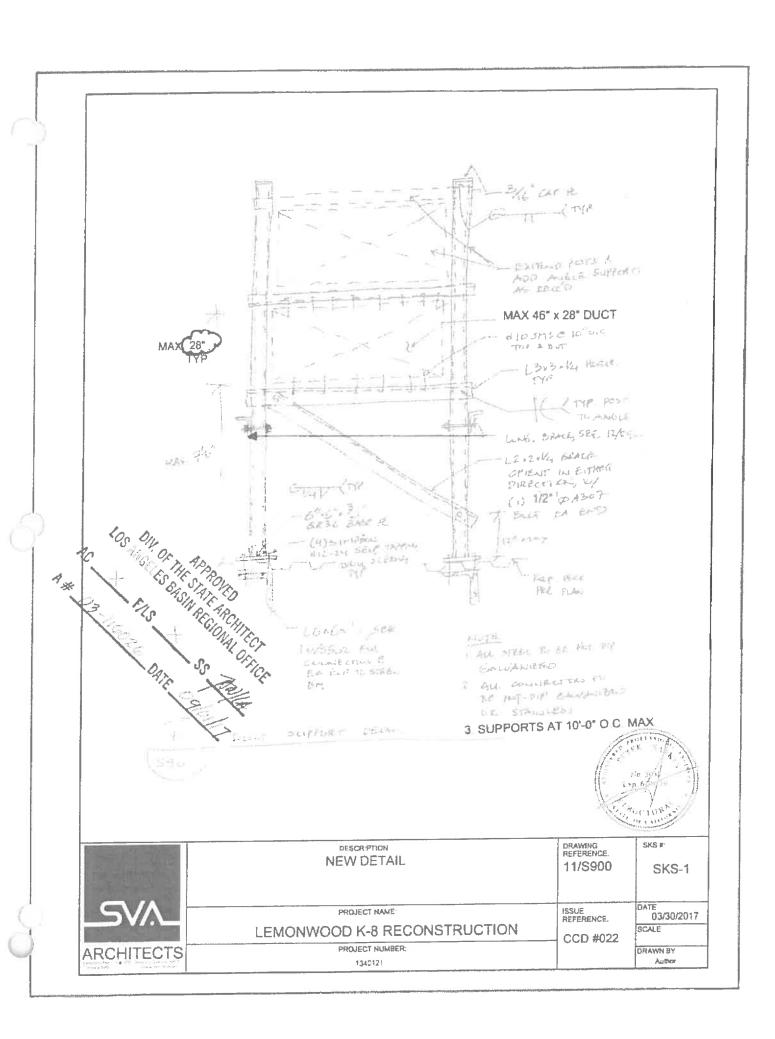


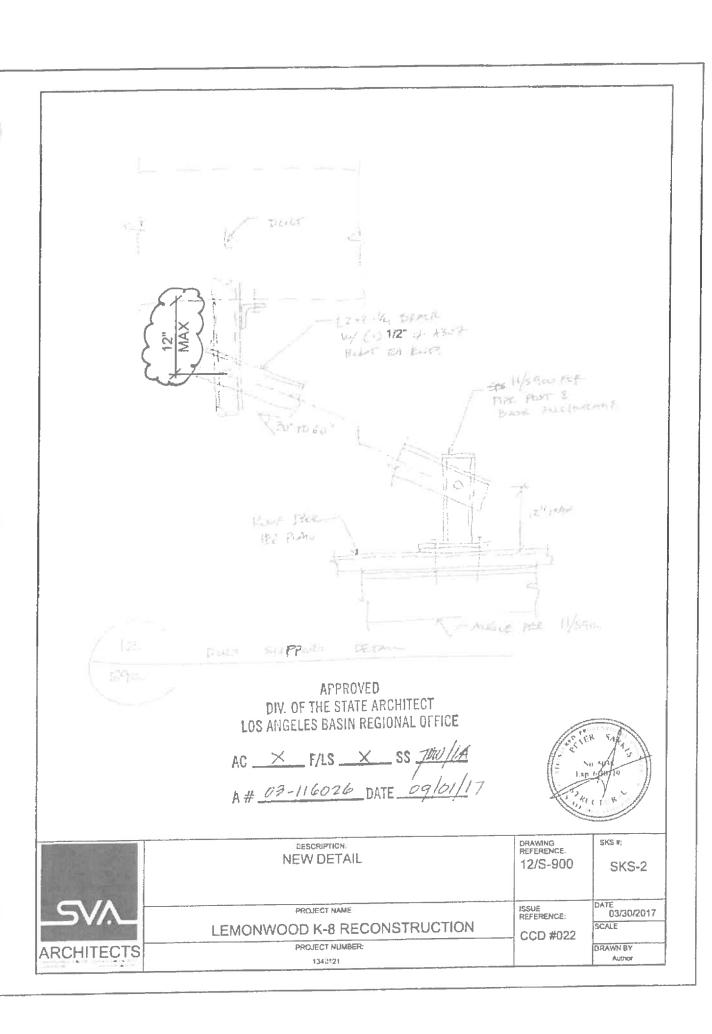
140

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations. Title 24. Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

of Regulations, Title 24, Part 1, 5	ection 4-330 (n	i) and in compliant	e willi Dar	in A-o.			
School District/Owner: Oxnard S	ichool District		DSA File #:		56 - 22		
Project Name/School: Lemonwo	od K-8 Recons	struction		DSA App. #:	03	- 116026	;
APPLICANT					- Si (7)	2 98 4	1/4
CCD Cat. ⊠A / □B, #24	Date Subm	itted:09/01/17	Attached	Pages?: No	⊠Yes	2 pag	es)
For CCD Cat. B, this is a volu	untary submitta	I, DSA required	submittal	(attach DSA notifica	ation requir	ring submissio	m).
Firm Name: SVA Architects			Contact	Name: Tom Bard	well		
Email: tbardwell@sva architects	com		Phone N	umber: (949) 809	9-3380	_	
Address: 3 Mac Arthur Place, Su	uite 850	***************************************					
City: Santa Ana			State: Ca	d	Zip: 92	707	
A DSA 301-N, DSA 301-P, or	90-Day Letter	has been issued for	or this proje	et.			
For project currently under co	nstruction.						
To obtain DSA approval of ex	isting uncertifie	ed building(s).					
	oruzoai o	ECONCIDI E O	HADGE		CO COL		
DESIGN PROFESSIONAL IN				DATE TO THE		THE REAL PROPERTY.	
Name of Design Professional in							$\dashv$
Professional License #: C-1830 esign Professional in General R		T I		Architecture	Change D	ocuments ha	ave
en examined by me for design in	tent and appea	ir to meet the appro	opriate requ	irements of Title	24, Califo	rnia Code of	ŀ
egulations and the project specific ignature:	ations. They a	re acceptable for in	corporatio	n into the constru	ction of th	e project.	
DESIG	GN PROFESSION	AL IN GENERAL RESP	ONSIBLE CH	IARGE			
CHECK THIS BOX: 🔯 To con							3
alculations and specifications		imped and signer	d by the R	esponsible Drs	ign Profe	ssional	B
start on DSA 1 for this this proj	All the same of th		ete if nees	(od):			
Brief description of construction ee attached SKS-1 and SKS-2 for	duct supports	over the steel fram	ed MPR lov	w roofs per coord	ination wil	th contractor	ì
is CCD is a revision to CCD 22							
			Daniel II				-
ist of DSA approved drawings	affected by th	is CCD: See attack	hed sheets		APPROVE	ED	
DSA USE ONLY				DIV. DEA TH	E STATE	ARCHITEC	ή
		For business office use only		LOS ANGELES	BASIN RI	EGIONAL OF	FI
S TAWILA Date 09/01/74 provedy Draz		Return By		n Y mi	ie	ss #	1/
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nerta KEVIGION DETA		V # 22	h	# 03-1160	26 r	1ATE 09/	61
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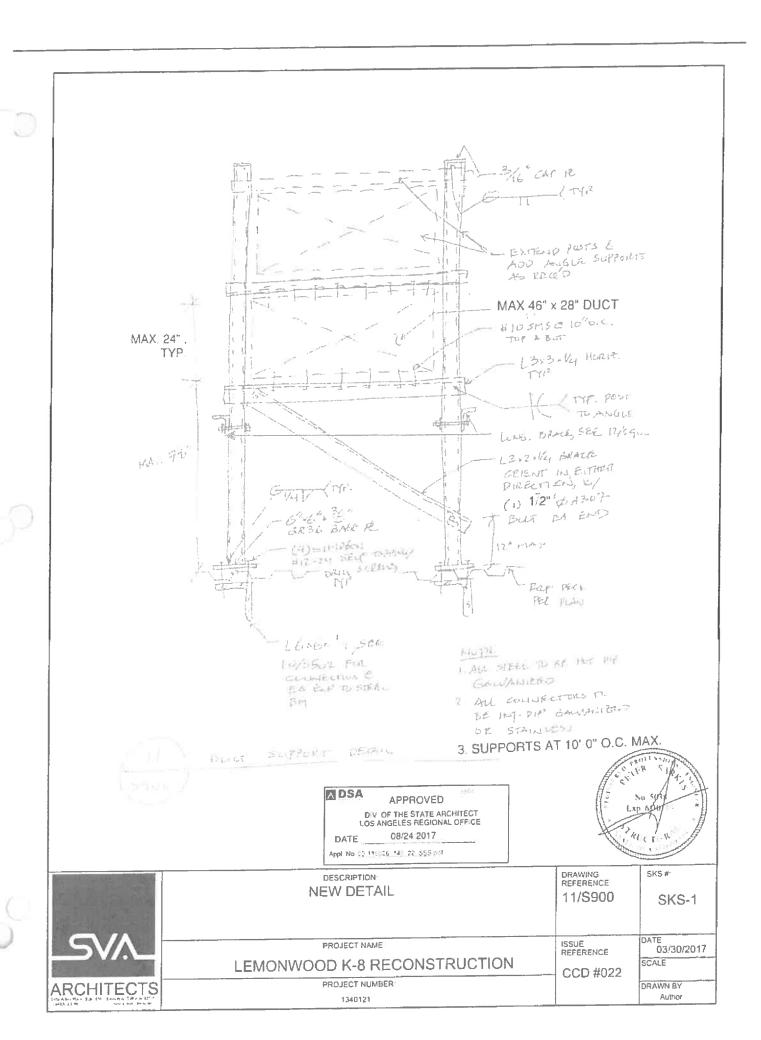


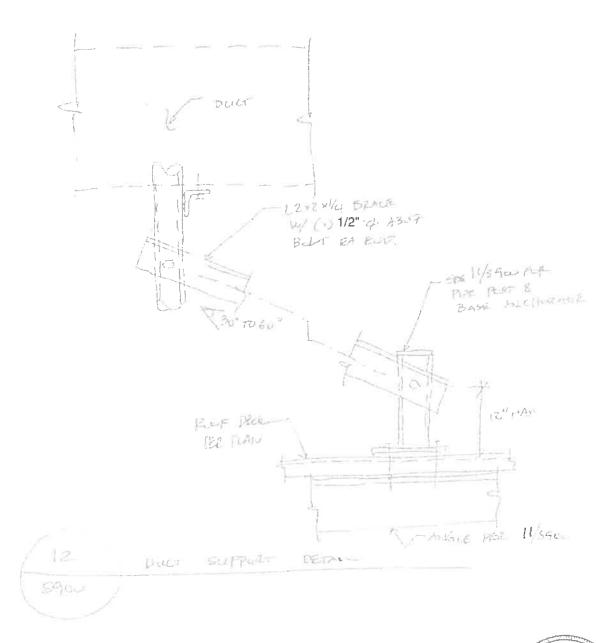


APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

of Regulations, Title 24, Part 1, Section 4-338 (c) a	and in compliance	with DSA	IR A-6.		
School District/Owner: Oxnard School District			DSA File #:		56 - 22
Project Name/School: Lemonwood K-8 Reconstru	uction		DSA App. #:	03	- 116026
APPLICANT	STE STATE	SA SE			A PARTY
CCD Cat. 🖂 A / 🗍 B, #22 Date Submitte	ed:08/18/17	Attached	i Pages?: ☐No	⊠Yes	(8pages)
For CCD Cat. B, this is a voluntary submittal,	DSA required	submittal	(attach DSA notifica	tìon requi	ring submission).
Firm Name: SVA Architects	Contact	Name: Tom Bardy	vell		
Email: tbardwell@sva-architects.com		Phone N	lumber: (949) 809	-3380	
Address: 3 Mac Arthur Place, Suite 850					
City: Santa Ana		State: Ca	1	Zip: 92	2707
A DSA 301-N, DSA 301-P, or 90-Day Letter h	as been issued f	or this proj	ect.		
For project currently under construction.					
☐ To obtain DSA approval of existing uncertified	building(s).				entre communicación con destructo de 1900 en 1890 de la Maria de Companyo de 1900 en 1890 de 1890 de 1890 de 1
DESIGN PROFE <b>SSIONAL</b> IN GENERAL RE	SPONSIBLE (	CHARGE	15 30 A 31	Situ	CHE LINE
Name of Design Professional in General Res			Simons		
Professional License #: C-18301		Discipline	e: Architecture		
Design Professional in General Responsible Ch been examined by me for design intent and appear Regulations and the project specifications. They are Signature: Professional	e acceptable for	ropriate rec incorporati	on into the constru	24, Call	Olling Code of
CHECK THIS BOX: To confirm that all C calculations and specifications have been stalisted on DSA 1 for this this project.	mped and sign	ed by the	Responsible De	heet or sign Pro	index of fessional
Brief description of construction change (attac See attached SKS-1 and SKS-2 for duct supports of	ch additional sh over the steel frai	eets if ne ned MPR I	eded): low roofs per coor	dination v	with contractor.
List of DSA approved drawings affected by th	is CCD: See atta	ached shee	ets		
DSA USE ONLY	For business office use of	ADS	SA APPRO	OVED	chlin
SSSDateApproved / Disapproved / Not Req d	Data Sent		DIV. OF THE ST		HITECT
FLS Approved / Olsapproved / Not Req d	Return By Delivery Method		LOS ANGELES F	EGIONAL	OFFICE
ACS Approved / Disapproved / Not Req d		DAT			
Remerka		Appl. N	o: <u>03-116026 140 22</u>	SSS.pdf	





A DSA

APPROVED

DIV OF THE STATE ARCHITECT LOS ANGELES REGIONAL OFFICE

08/24/2017 DATE \_\_ Appl No 03:116026 140 22 655 pdf



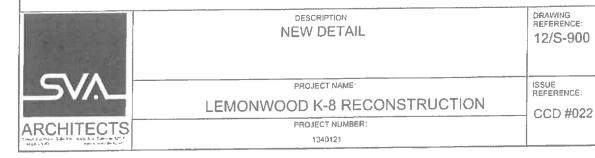
SKS #

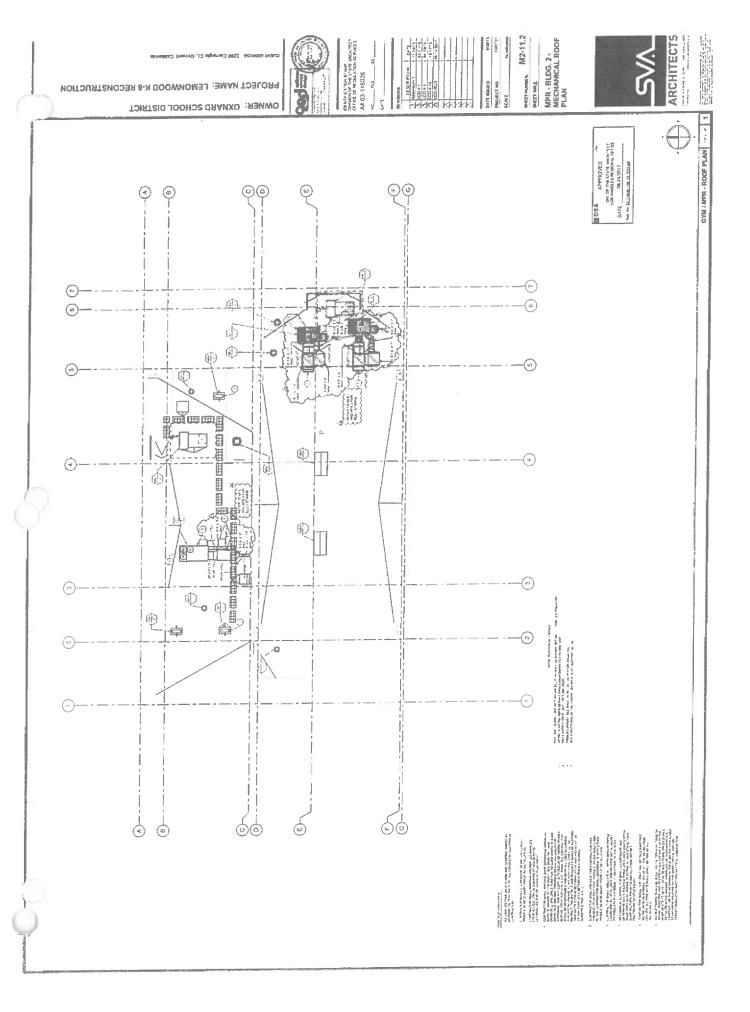
SCALE

DRAWN BY Author

SKS-2

DATE 03/30/2017





OWNER: OXNARD SCHOOL DISTRICT

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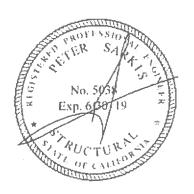
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# STRUCTURAL ENGINEERING CCD#022

## **LEMONWOOD K-8 RECONSTRUCTION**

2200 Carnegie Court Oxnard CA 93033



By

**PETRA Structural Engineers** 

Job# 2013-031 August 4, 2017



Project UPM ON WOOD	By:	Sheet
Tifle	Date:	

DUCT SUPPORT

MAY. 45"x 24" DUCT 2/8 16/4

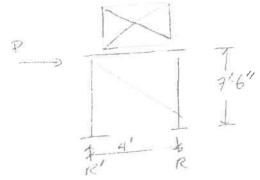
TRUB. VENGTH PER SUPPERT = 10'

WIND



 Project: 1/C110F1 WQUID	By:	Sheet:
Client	Date:	
Tule:	Joh:	

## TRANSV.



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$$R' = -548 \text{ G}$$

$$R_{\text{BLACE}} = 722 \text{ M}$$

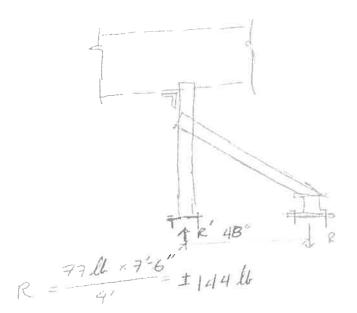
USE LIXINU CHACE

1 0.7221 = 0.77 kg 6K



Project.	By	Sheet
Client	Date	
Title	Job	

## LOISE. BILACE



2200 Carnegie Court, Oxnard, CA, 93033

## Request For Information # 00287

To: Attention:

CC:

SVA ARCHITECTS, INC.

Tom Bardwell Chris Yafuso

Paul Vernier David Chieng

Peter Sarkis

Christopher Barbato

RFI Date:

Date Due: RFI Type:

Priority:

Schedule/Activity ID: Document Reference:

Spec Section:

Status:

Returned

07/24/2017

07/24/2017

Structural

High.

Subject:

Duct Stands at MPR Bidg.

### INFORMATION REQUESTED:

Requested By:

Nalani Scanlon

RFI #179 shows a maximum height of 1'6" for the duct stands on Building 2. After field verification, the maximum height of some of our duct stands is 86" due to equipment and opening elevations. Please confirm the detail provided per RFI #179 is acceptable for us to install to.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Yes

ANSWER:

Answered By: Tom Bardwell

Date of Response: 08/17/2017

Detail is not acceptable to be used for anything higher than the maximum stated (1'-6"). Revised duct stands higher than 1'-6" will be submitted as a CCD to DSA.

ATTACHMENTS:



September 7, 2017

Swinerton 865 S. Figueroa Street, Suite 3000 Los Angeles, Ca 90017 (805) 832-4993

Attention: Nalani Scanlon

Reference: Lemonwood K-8 Reconstruction

Job # 1624 BCP# 16

Nalani,

Please find below our estimated cost associated with scope changes as a result of CCD #22/ RFI 179; add angle 6 x 6 x 3/8" beams to support mechincal duct posts. Field measure, cut, install and weld.

The scope of the change is as follows:

Te	otal Change Order Request:	\$22,788
	5% OH&P	\$870
Total Field Cos	st per Attached:	\$17,404
	15% Markup:	\$589
	Subtotal:	\$3,925
Tax on Materia	d .	\$114
Freight		\$300
Fab Farmout		\$0
Prime Paint		\$268
Deck		\$0
Joists		\$0
Material	(1788 lbs, 120-0 angle)	\$3,242
Engineering		\$0
Detailing		\$0

Requested Change in Subcontract Time due to this change (Work	CDays)0	
The requested extension to the Subcontract Schedule reflects	additional days for fabrication as	nd for installation.

We await written acceptance of pricing and notice to proceed. Do not hesitate to call with any questions you might have regarding this proposal.

Best Regards,

Colin Peckham/ cf Project Manager Beck Steel, Inc. (909) 376-9119



August 7, 2017

Shift 1 Rate

Beck Steel, Inc 401 N. Loop 289 Lubbock, TX 79403

ATTN: Randy Young

RE: 1624 Lemonwood Elementary School

COR # 25

RFI # 179

In regards to the above reference matter please accept the following pricing and break down for your review and consideration:

### **DESCRIPTION**

MPR Bldg 3 to 4 Line A-C High Roof Plan E2001 & 5 to 7 Line D-F Locker RM E2000 Low Roof Plan 6x6x3/8 Angles Duct Leg Supports

Unloaded truck. Shook out material, took measurements, laid out angle, & coped pieces with torch. Laid out for install. Grinded paint on beams using scissorlifts. Installed angles. Hoisted, rigged, & welded out.

See attached T&M tickets for 7/17-7/21, 7/24.

OCC attablica I am tienete lei 17 11 7					
Ironworker Foreman Shift 1		46 mh @	\$ 89 <i>.</i> 17	/mh	\$ 4,101.82
Journeyman Ironworker Shift 1		14 mh @	\$ 84.98	/mh	\$ 1,189.72
Apprentice Shift 1		40 mh @	\$ 79.56	/mh	\$ 3,182.40
		100			\$ 8,473.94
	Qnty	Unit			
Subsistence	2	6.00 each	\$ 20.00	/ea/day	\$ 240.00
Travel	1	5.00 each	\$ 25.00	/ea	\$ 125.00
Steel Trade Consumables			\$ 3.87	/hr	\$ 387.00
Small Tools			\$ 3.04	/hr	\$ 304.00
Safety Equipment			\$ 2.15	/hr	\$ 215.00
Field Truck			\$ 30.00	/hr	\$ 1,380.00
Weld Std	2	43.00 /hr	\$ 26.40	/hr	\$ 2,270.40
Torch Setup	1	46.00 /hr	\$ 15.00	/hr	\$ 690.00
19-0 scissor lifts	2	46.00 /hr	\$ 11.40	/hr	\$ 1,048.80
			Sub Total		\$ 15,134.14
			Markuj	15%	\$ 2,270.12
			Tota	l '	\$ 17,404.26

Days added to the schedule REMOBILIZATION LOST PRODUCTIVITY:

6 work days 0 work days

Exclusions and conditions are similar to those for existing contract work. Sub and Travel must be added to this Change.

Please call if you have any questions or concerns.

Please call II you have any questions of concerns.

Sincerely,

PRO STEEL ERECTORS, INC.

Lisa Anderson



PRO STEEL ERECTORS, INC.
Submit to: QC@prosteelerectors.co
Lic CA:805863 NV:0067220
submit copies to QC as written and after signed

## Time & Material Sheet

Nº 012010-1

PROJECT:		10 4		loci r	PENDING
LEMON WOOD, ONNA	1004	10/2	0/0	/	
//////	PCO/FWO # RF	1 1	7	WHO	
CATEGORY OF W	ORK (CHECK ALL THAT APPLY)				
Fabrication or Detail Error	Error in Concrete, Embeds or Anchor		]		
Incomplete Shop Fabrication	Work Directed by Controlling Contra	ctor	1	WORK	COMPLETE
Claim for Lost Time or Productivity □	Other: Colin Feckha	m 7	7	Yes [	No
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quipment Description   Size Y/N Quantity Hour	rs/Each Equipment Description	Size	Y/N	Quantity	Hours/Each
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orklift □/□	Material Lift	Detter			
The First	Air Comp	B (1848)			
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eld Full Pen	Protection / Barrier Equip In/Out: Ricciard TRUC	Teals	B/B	Đ.	6
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Swing for 11	PEN CHA	Son Inc. Repri	) ESENTA	FILL	7
Swing for 11	PEN LAURA PEN STEEL ERECTORS,	SOZ NC. REPR	) ESENTA	FILM.	7



Submit to: QC@prosteelerectors.co Lic CA:805663 NV:0067220 submit copies to QC as written and after signed

## Time & Material Sheet

Nº 012011-2

2					
PROJECT: LEMON (NO!	od, OXNARD	JOB# 1674	T&M # 0/21	711-2 RFI P	ENDING
DATE: 7/18/17 G	C#	PCO/FWO#	RFI# 170	WHO	
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Claim for Lost Time or Productiv	1	ther: Cally FECK	ontractor of	Yes 🗍	No 🕽
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FIELD	LABOR	Check if 2nd Dinne		ect Shift 1,	
	Employee's Name		P/T Only? RT Ho	urs 1.5 T Hour	2T Hours
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				.,.	
	1 /				
	JORIN	E CONM DI			
	VOP'				
Equipment Description Size		Each Equipment Description	Size	Y/N Quantity	Hours/Each
Crane(s)	0/0	Rolling scaffold		6/0	
Forklift Poor Life		Material Lift		070 8	
Boom Lift Scissor Lift 3226	X/0 Z 8	Air Comp	F350	0/0 /	6
Welding Std 325/4W25	6/1 7 8	Protection / Barrier	F350	0/0	0
Weld Full Pen	0/0	Equip In/Out: Regulat	TRIVE FOR	ā/ā /	8
Smoke control	0/0	Mobilization:	TRADES DE	6/0	0
50ft, lead 50 Ar	0/03 8	Other:			
Forch Outfit OXYE ACE	0/0 / 8	Other:		0/0	
MATERIALS - Description of Mate	rials beyond trade con:	sumables and safety Etc.		Quantity	Unit
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1 Mat della	-//	PROSTEEL ENEC	IOKS, INC. REPRI	ESENTATIVE	
I Carro	7/18/1				
ONTRACTOR'S REPRESENTATIVE	Date 1110/11	AITHOUTH	TO BROKESS	Date	
MINE TON S REFRESENTATIVE		AUTHORIZATION	I U PROLEED TR	M WORK BY	



Submit to: QC@prosteelerectors.co Lic CA:805663 NV:0067220 submit copies to QC as written and after signed

## Time & Material Sheet

Nº 012012-3

DATE: 7/9/17 GC # PCO/FWO # RFI # / 70 WHO  CATEGORY OF WORK (CHECK ALL THAT APPLY)  Fabrication or Detail Error	NDING
CATEGORY OF WORK (CHECK ALL THAT APPLY) Fabrication or Detail Error  Fabrication or Detail Error  Fabrication or Detail Error	
Fabrication or Detail Error	
Fabrication or Detail Error	
	COMPLETE
Claim for Lost Time or Productivity  Other: Olin Felkham Yes	No
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EZODO MAR BUILLING LOW ROOT	<b>J</b>
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MPR Rulding	
PIECE MARK	S INVOLV
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TRACK FOR 6X6X39 ANGLE, ORINDED PAINT ON BEAN	15
CADED 6 ANGLES, INSTALLED 6 ANGLES WELDE	1-0
COP 1	
000=2)	
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DXDDD RON LAWSON, NO 0 8	1
DOUDED DAVE TARAMILLO NO 0 81	<del>                                     </del>
	<del> </del>
	1
quipment Description   Size   Y/N   Quantity   Hours/Each   Equipment Description   Size   Y/N   Quantity	Hours/Eac
rane(s) Rolling scaffold	
orklift Material Lift D/G	
oom Lift Air Comp	0
rissor Lift	8
relding Std 323/LU25 0/0 2 Protection / Barrier 0/0 Fed Full Pen 0/0 Equip In/Out: R100/N0 TRUCK 60/0 /0	8
noke control D/D Mobilization:	0
Oft. lead 50 A 0/0 3 8 Other:	
orch Outfit OXY FACE 0/0 / B Other:	
ATERIALS - Description of Materials beyond trade consumables and safety Etc. Quantity	Unit
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WITRACTURE PROSTEEL PRECTORS, INC. REPRESENTATIVE	
THE STEEL CHECTORS, INC. REPRESENTATIVE	
Date 7/19/17 Date	
AUTHORIZATION TO PROCEED TEM WORK BY	



Submit to: QC@prosteelerectors.co
Lic CA:805663 NV:0067220
submit copies to QC as written and after

ProOperations/OperationsManualshandbooks/Fore/mansManualMaster/MP\_D-02Time and MaterialSheet V4

## **Time & Material** Sheet

Nº 012013-4

PROJECT: /			Name will be a sum or an arrangement of the state of the			
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Submit to: QC@prosteelerectors.co Lic CA:805663 NV:0067220 submit copies to QC as written and after s

## Time & Material Sheet

Nº 012014-45

PROJECT: LEWENUG	-		6# // 9 (L  T&M	ŧ	4-5 RFII	PENDING
DATE: 7/9///7 GC		PC	O/FWO # 120 RFI	01201	WHO	
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I le take	Date / /21/1	7			Date	
CONTRACTOR'S REPRESENTATIVE	1/		AUTHORIZATION TO PR	OCEED T&M		Service of the Control of the Contro
ProOperations/OperationsManualshandbook	s/ForemansManual	Master/MP_	D-02TimeandMaterialSheetyd			

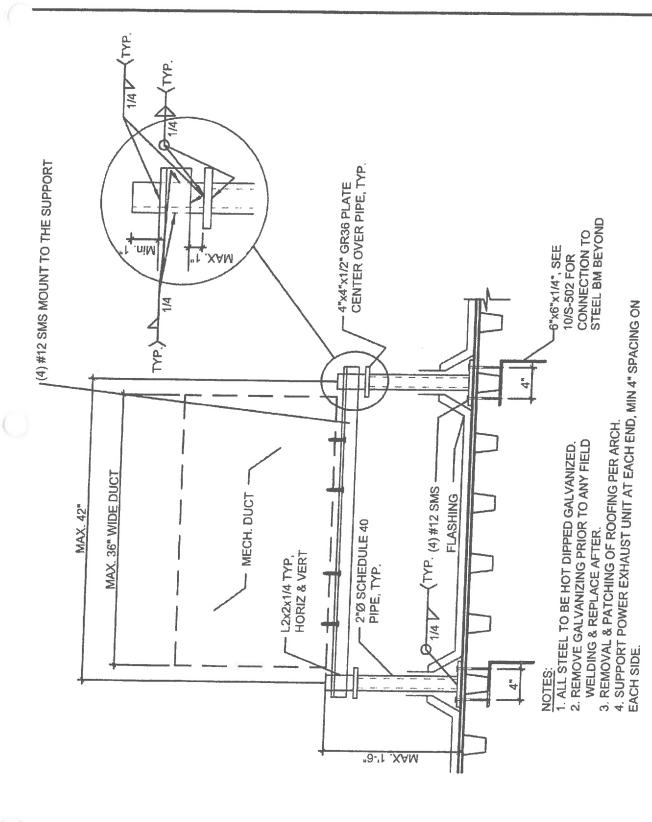


Submit to: QC@prosteelerectors.co Lic CA:806683 NV:0067220 submit poples to QC as written and effer signed

## **Time & Material** Sheet

Nº 012017-5

PROJECT OXNIBLD	LEMONWOOD	1081 /624	mane	RFI PENDING
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1/1)//-	1/	THE STORS,	INC. REPRESENTATIVE	
in the o	Date 8/7/17			t m
ACTOR'S REPRESENTATIVE	11	AUTHORITATION TO A	OCEED TAM WORK BY	





November 30, 2017 September 12, 2017

Swinerton 865 S. Figueroa Street, Suite 3000 Los Angeles, Ca 90017 (805) 832-4993

Attention: Nalani Scanlon

Reference: Lemonwood K-8 Reconstruction

Job # 1624

**BCP# 17R1** 

Nalani,

Please find below our revisedestimated cost associated with scope changes as a result of CCD 24, field cut and install (32) new angles 6 x 6 x 5/16. for mechanical brace posts support

The scope of the change is as follows:

To	otal Change Order Request:	\$16,381
	5% OH&P	\$530
Total Field Cos	t per Attached:	\$10,597
	15% Markup:	\$685
	Subtotal:	\$4,569
Tax on Materia	I	\$155
Freight		\$400
Fab Farmout		\$0
Other Buyouts		\$0
Deck		\$0
Joists		\$0
Material	(L 6x 6 x 5/16 x 240-0) 2976lbs	\$4,014
Engineering		\$0
Detailing		\$0

Requested Change in Subcontract Time due to this change (Work Days)

The requested extension to the Subcontract Schedule reflects 2 additional days for fabrication and 5 for installation.

We await written acceptance of pricing and notice to proceed. Do not hesitate to call with any questions you might have regarding this proposal.

Best Regards,

Colin Peckham/ cf Project Manager Beck Steel, Inc.

(909) 376-9119



180 South First Street Ste 13 Dixon, Ca. 95620 (714) 465-5354 (830) 463-6013 fax

November 30, 2017

Shift 1 Rate

Beck Steel, Inc 401 N. Loop 289 Lubbock, TX 79403

ATTN: Randy Young

RE: 1624 Lemonwood Elementary School

**COR # 29R2** 

**CCD # 24** 

In regards to the above reference matter please accept the following pricing and break down for your review and consideration:

### **DESCRIPTION**

MPR Bldg Lock Room

Angle 6x6x3/8

Field measured, fabricated, installed & welded angles for deck support.

See attached T&M tickets for 10/2-10/6.

Ironworker Foreman Shift 1		34 mh @	\$	89.17	/mh	\$ 3,031.78
Journeyman Ironworker Shift 1		34 mh @	\$	84.98	/mh	\$ 2,889.32
•		68				\$ 5,921.10
	Qnty	Unit				
Subsistence	2	5.00 each	\$	20.00	/ea/day	\$ 200.00
Travel	2	1.00 each	\$	25.00	/ea	\$ 50.00
Steel Trade Consumables			\$	3.87	/hr	\$ 263.16
Small Tools			\$	3.04	/hr	\$ 206.72
Safety Equipment			\$	2.15	/hr	\$ 146.20
Field Truck			\$	30.00	/hr	\$ 1,020.00
Weld Std	1	34.00 /hr	\$	26.40	/hr	\$ 897.60
Torch Setup	1	34.00 /hr	\$	15.00	/hr	\$ 510.00
·			Sul	b Total		\$ 9,214.78
				Markup	15%	\$ 1,382.22
				Total		\$ 10,597.00

Days added to the schedule

5 work days

REMOBILIZATION LOST PRODUCTIVITY:

0 work days

Exclusions and conditions are similar to those for existing contract work. Sub and Travel must be added to this Change.

Please call if you have any questions or concerns.

Sincerely,

PRO STEEL ERECTORS, INC.

Lisa Anderson



## PRO STEEL ERECTORS, INC. 180 South First Street Suite #13 Dixon, Ca. 95620

## Time & Material Nº 11932 Sheet

ROJECT:	K-8	SCH	001	JOB# 1624	T&M	#		RFIPE	NDING
DATE:				PCO/FWO#	RFI#			WHO	
MONDAY , OCTORS	C/	ATEGO	RY OF WORK	CHECK ALL THAT APPLY)					- Many Janes
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Crane(s) Forklift Boom Lift		Y/N Y/N					Y/N Y/N		
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Crane(s) Forklift Boom Lift Scissor Lift Welding Machine	500	Y/N Y/N Y/N Y/O		Rotor Hammer Air Comp Truck Fire Blanket/Shield		F-150	Y/N Y/N Y/N		
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JAMES VILLANDEUS											
PRG STEEL ERECTORS, INC. REPRESENTATIVE											
Date	Mar adaptions										
AUTHORIZATION TO PROCEED T&M WORK BY											



## PRO STEEL ERECTORS, INC. 180 South First Street Suite #13 Dixon, Ca. 95620

## Time & Material № 11933 Sheet

ROJECT LEADA DATE: TUBGOA Fabricatio Incomplet Claim for I	4 1	oc.i		K-8				1624 CO/FWO #	T&M				NDING
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	,

CAVIER VILLANUEVA	
PRO STEEL ERECTORS, INC. REPRESENTATIVE	Penal
Date	
AUTHORIZATION TO PROCEED TRAN WORK BY	



## PRO STEEL ERECTORS, INC. 180 South First Street Suite #13 Dixon, Ca. 95620

## Time & Material Nº 11934 Shoot

AUTHORIZATION TO PROCEED T&M WORK BY

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## PRO STEEL ERECTORS, INC. 180 South First Street Suite #13 Dixon, Ca. 95620

## Time & Material ) Sheet

Nº 11935

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issor Lift				Y/N			Truck		F-130	Y/®		
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SWADER TON BLUDES	25
CONTRACTOR! Z	7/
1/1)	10/11
W. HIMAN	Date 10/0//7
CONTRACTOR'S REPRESENTATIVE	

THIRS AITTMANAGE	
PRO STEEL ERECTORS, INC. REPRESENTATIVE	
LUA SIEEF CHESIONAL HOLING MANUAL MILES	
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AUTHORIZATION TO PROCEED T&M WORK BY	
Date Date	



## PRO STEEL ERECTORS, INC. 180 South First Street Suite #13 Dixon, Ca. 95620

## Time & Material Nº 11936 Sheet

ROJECT:				JK	DB#	T&M	#		RFI PE	NDING
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equipment Description	Size	Rent	Quantity	Hours/Each	Equipment Description		Size	Ren	t Quantity	Hours/Each
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orklift		Y/N			Rotor Hammer			Y/N	The state of the s	
Boom Lift Scissor Lift	-	Y/N			Air Comp		F-150	Y/N		
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N25	200	Y /60	,		Other: Chamber		41/2	()/N		
moke Eater		Y/N			Other:		8 865	Y/N		
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orch	200	Y/M			Other:			Y/N		
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SWINERTON BUNDERS
CONTRACTOR /
Un AMB para 10/8/17
CONTRACTOR'S REPRESENTATIVE

JANIER VILLANUEVA
PRO STEEL ERECTORS, INC. REPRESENTATIVE
Date
AUTHORIZATION TO PROCEED T&M WORK BY



August 17, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn:

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0236r1 RFI 0269.1 Relocate and change plumbing fixtures

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Relocate various plumbing fixtures as described in RFI 269.1

Phase	Category	Description	Subcontractor	Quote
024100	71111	Relocate various plumbing fixtures as described in RFI 269.1. Patch concrete curbs at relocated urinal drains. Labor 16 hrs @ \$75.62= \$ 1209.92 Material \$ 168.15 OH&P \$ 206.71  Total \$ 1584.78	Swinerton	1,584.78
061000	71140	Relocate various plumbing fixtures as described in RFI 269.1- Remove and reinstall wood blocking and backing	ABDELLATIF ENTERPRISES, INC.	2,400.00
061000	71140	Relocate various plumbing fixtures as described in RFI 269.1- Material	ABDELLATIF ENTERPRISES, INC.	400.00
220010	71140	Relocate various plumbing fixtures as described in RFI 269.1	CITY COMMERCIAL PLUMBING, INC.	8,215.00
			Subtotal	12,599.78
007480	71160	Subguard	1.15%	144.90
007410	71160	Builders Risk	0.6%	76.47
007420	71160	General Insurance	1.15%	146.56
007510	71160	P&P Bond	1%	110.15
991000	79999	Change Order Fee	5%	648.39
			Markup Subtotal	1,126.47
			PCI Total	13,726.25



### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We <b>HAVE</b> proceeded with this revised work per your inst	ructions. Please issue a change order.
Upon acceptance of this change order request, a formal change of acknowledges that Swinerton Builders has proceeded with the ab	
If you have any questions or comments pertaining to this matter, p	please contact the undersigned.
Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
	By:
Date:	Date:



## CITY COMMERCIAL PLUMBING, INC. Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

## EXTRA WORK ORDER SUBMITTAL

August 16, 2017

REVISED: September 11, 2017

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#36

**DESCRIPTION:** RFI#269 - FIXTURE HEIGHT CHANGES PER RFI ISSUED. THIS HAS NOW BEEN COMPLETED ON TIME AND MATERIAL AS REQUESTED.

TOTAL COST: \$8,215.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 7 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This work has now been completed as requested. Please approve immediately for billing purposes. If you have any questions or need clarification please call.

Sincerely, CITY COMMERCIAL PLUMBING, INC

Cindy Snyder

Cindy Snyder, Project Manager Enclosures CITY COMMERCIAL PLUMBING, INC.

16106 COHASSET STREET VAN NUYS, CA 91406 (818) 785-1145

CONTRACTOR:

**SWINERTON BUILDERS** 

17731 MITCHELL NORTH, SUITE 200

IRVINE, CA 92614

JOB NAME: LEMONWOOD K-8

CCP JOB NO.: 562

2200 CARNEGIE COURT

OXNARD, CA 93033

**CHANGE ORDER NO. 36** 

RE: RFI#269 - FIXTURE HEIGHT CHANGES (REVISED FOR T&M AS REQUESTED)

LABOR:	WAGES	HOURS	TOTAL
NEW LABOR RATE AS O	E 7/1/17		
GEN FOREMAN	106.84	8.00	854.72
PLUMBER	90.37	52.00	4,699.24
			.,0-0.2.
	TOTAL I	_ABOR:	5,553.96
OTHER EXPENSE:		, <u>, , , , , , , , , , , , , , , , , , </u>	
	TOTAL	OTHER EXP.:	0.00
	TOTAL	JITIER EXF	0.00
	OTHER EXPENSE:		0.00
	MATERIAL TOTAL:		1,576.47
	LABOR TOTAL:		5,553.96
	SUBTOTAL:		7,130.43
	OVERHEAD/PROFIT:	15.00%	1,069.56
	OUDTOTAL.		9 100 00
	SUBTOTAL:		8,199.99
. (	TEXTURA FEES:	0.18%	14.76
		0.18%	
	TEXTURA FEES:	0.18%	14.76 8,214.75 0.00
	TEXTURA FEES:	0.18%	14.76 8,214.75

## CITY COMMERCIAL PLUMBING, INC.

## MATERIAL LIST

JOB:

LEMONWOOD K-8

2200 CARNEGIE COURT

OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 36

RE:

RFI#269 - FIXTURE HEIGHT CHANGES (REVISED FOR T&M AS REQUESTED)

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
1	EA EA	WATER CLOSET CHANGES: ZURN Z5654-BWL 14" WC KOHLER K-4406-0 WC-3				
-4	EA EA EA	KOHLER K-4406-0 WC-1 KOHLER K-4406-0 WC-3 KOHLER K-4405-0 WC-4			,	
		NOTE: THE WATER CLOSET COST CH SEE SUBMITTAL OF NEW WATER CLO				
		MATERIAL				1446.30
		T&M LABOR COMPLETED:		52.00		
		GEN FOREMAN - LAYOUT/COORDINAT	Ë	8.00		
V						
		*				
		LABOR & MATERIAL TOTAL		60.00		1446.30
		SALES TAX:			9.00% _	130.17
		TOTAL MATERIAL COST:				1576.47

## JOB 1073 562CORS2: 562 - LEMON... ESTIMATE 1 562CORS2: 562 - LEMON... DATA SET 2 MECH DATABASE 08-04-17

# COR#36 CITY COMMERCIAL PLUMBING 16106 COHASSET ST. VAN NUYS, CA 91406 818-785-1145 / (Company Fax) CSNYDER@CCPINC.NET

PRINTED 8/16/2017 4:59:45 PM
MATERIAL Primary
LABOR Alternate

### NOTES

	item			Material	
Category	Item Desc	Size	Qty	Mat Unit	Mat Ext
Section : Section 009: COR	36 - RF#269 FIXTURE HEIGHT CHANG	GES			
Category : Category 003:	COPPER KLM LEAD FREE				
COPPER KLM LEAD F	L-HARD TUBE	2"	10	15.96	159.60
COPPER KLM LEAD F	COUPLING	2"	46	21.53	990.38
COPPER KLM LEAD F	SOLDER LBS. LEADFREE	Unsized	5	39.48	197.40
COPPER KLM LEAD F	PRESTOLITE-#2 CYL.	Unsized	1 .	37.44	37.44
COPPER KLM LEAD F	EVERFLUX-2 OZ. CAN	Unsized	1	9.75	9.75
COPPER KLM LEAD F	ABRASIVE CLOTH-25YD	Unsized	1	15.13	15.13
Subtotals for Category : C	ategory 003: COPPER KLM LEAD FREE				1,409.70
Category : Category 041;	C.L SOIL NO HUB				
C.I, SOIL NO HUB	HUSKY COUPLING	2"	2	18.30	36.60
Subtotals for Category : Ca	ategory 041; C.I. SOIL NO HUB				36.60
Subtotals for Section : Section	009: COR#36 - RFI#269 FIXTURE HEIG	HT CHANGES	,		1,446.30
Grand Totals					1,446.30



# CITY COMMERCIAL PLUMBING, INC. Plumbing Contractors and Consultants 16106 Cohasser St., Van Noys, CA 91406 • (8) 8) 785-1145 • Fax (818) 785-0588

## EXTRA WORK

CCP CHANGE ORDER 6: CO 36 GENERAL CONTRACTORS REFERENCE #: PF1 269

WORK:	DATE	OFWORK /
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		TIME + MATERIAL  G APPROVED EXTRA
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-123/120/216/217 Per 16		
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	TOTAL MATERIALS	
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IK ORDERED BY	TOTAL AMOUNT	Š
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(PM OR SUPPRINTENDENT ON JOB)	STATE CO	INTRACTORS LIC SESSOI



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nays, CA 91406 • (818) 785-1145 • Fex (818) 785-0588

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SWES PLUMBEL	TOTAL MATERIALS	
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CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants
16106 Cohasser St., Van Nays, CA 91406 • [818] 785-1145 • Fax (818) 785-0588

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ADDRESS					O PROPOSAL ONLY
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CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, CA 91406 \* (818) 785-1145 \* Fax (818) 785-0588

## EXTRA WORK

GENERAL CONTRACTORS REFERENCE #: 269 1

WORK: DONGOING DOMPLETED (Date:)	DATE OF	жовк 23/17
CUSTOMER ORDER NO. PHONE		STARTING DATE
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.::	TOTAL LABOR	
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ATURE ( BY BURD)		TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.



# CITY COMMERCIAL PLUMBING, INC. Plumbing Contractors and Consultants 16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

## EXTRA WORK

GENERAL CONTRACTORS REFERENCE # 269. 1

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ORK ORDERED BY	TOTAL AMOUNT	\$
THE ABOVE DESCRIBED WORK.	TOTAL AMOUNT DUE FOR ABOVE WORK; OR	O TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.
NATURE (PH OR SUPERINTENDERT ON JOB)	STATE CO	NTRACTORS LIC 565901



January 11, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0247 Field modify \$

Field modify Sun Shade brackets per RFI 227-227.2

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Field modify previously constructed sunshade mounting per architects direction to coincide with RFI 227-227R2

Phase	Category	Description	Subcontractor	Quote
051200	71140	Modify sunshade mounting per architects direction to coincide with RFI 227-227R2	BECK STEEL, INC.	11,875.00
061000	71140	Modify sunshade mounting per architects direction to coincide with RFI 227-227R2	ABDELLATIF ENTERPRISES, INC.	2,033.00
			Subtotal	13,908.00
007480	71160	Subguard	1.15%	159.94
007410	71160	Builders Risk	0.6%	84.41
007420	71160	General Insurance	1.15%	161.78
007510	71160	P&P Bond	1%	139.08
991000	79999	Change Order Fee	5%	715.71
			Markup Subtotal	1,260.92
			PCI Total	15,168.92

### TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 15,168.92.

### Please NOTE:

- The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

Sincerely, Swinerton Builders

Quotation accepted by:
Oxnard School District

By:

Date:



2200 Carnegie Court, Oxnard, CA, 93033

## Request For Information # 00227

To: Attention: SVA ARCHITECTS, INC.

RFI Date: Date Due: 03/03/2017

CC:

Tom Bardwell Marlene Hickle Paul Vernier

RFI Type:

03/10/2017 Architectural

Dick Jones

Priority:

High

Nalani Scanlon

Schedule/Activity ID: Document Reference:

A-64.5

Spec Section:

Status:

Returned

Subject:

Backing Detail for Corrugated Metal Panel at Classroom Bldg.

### **INFORMATION REQUESTED:**

Requested By:

Francisco Cancino

Details 6 & 7 on sheet A-64.5 do not show any information regarding backing at corrugated metal panels for sunshade connection. Please provide backing detail for sunshade connection at corrugated metal panels.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

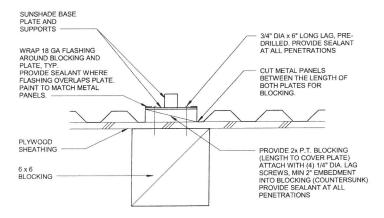
Answered By: Tom Bardwell

Date of Response: 04/24/2017

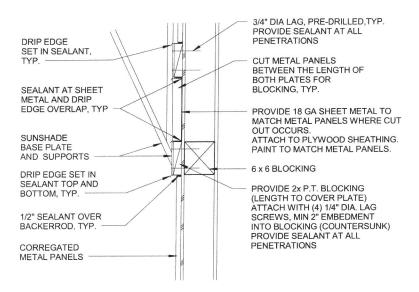
See attached sketches for metal panel sunshade brace attachment to wall.

## **ATTACHMENTS:**

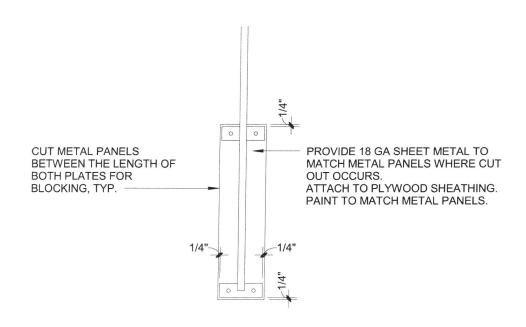
SUN SCREEN BRACE SKETCHES



SUN SCREEN BRACE PLAN



SUN SCREEN BRACE SECTION



SUN SCREEN BRACE ELEVATION



2200 Carnegie Court, Oxnard, CA, 93033

# Request For Information # 00227.1

To:

SVA ARCHITECTS, INC.

RFI Date:

05/01/2017

Attention: CC:

Tom Bardwell Chris Yafuso Paul Vernier Date Due: RFI Type: Priority: 03/10/2017 Architectural

Dick Jones

Sahad

High

Christopher Barbato

Schedule/Activity ID: Document Reference:

A-64.5

Spec Section:

Status:

Returned

Subject:

Backing Detail for Corrugated Metal Panel at Classroom Bldg.

#### **INFORMATION REQUESTED:**

Requested By:

Nalani Scanlon

Details 6 & 7 on sheet A-64.5 do not show any information regarding backing at corrugated metal panels for sunshade connection. Please provide backing detail for sunshade connection at corrugated metal panels.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

The attached details per RFI response 227 would only be applicable at H, 1 and 3 line. Please see attached waterproofing recommendation and confirm if this is acceptable. Please provide details for sunshades above windows.

ANSWER:

Answered By: Tom Bardwell

Date of Response: 05/18/2017

Waterproof recommendation is acceptable for sun shades at parapet, see revised sketches. See attached sketches for window shade attachments to corrugated metal panels and between windows.

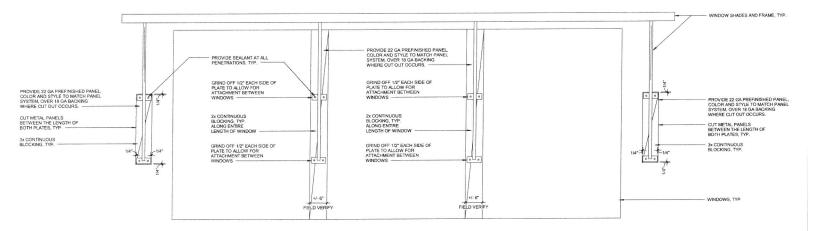
#### ATTACHMENTS:

SUN SCREEN BRACE SKETCHES

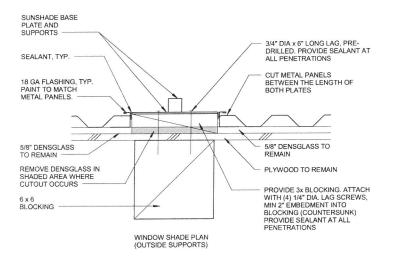
RFI 227.1

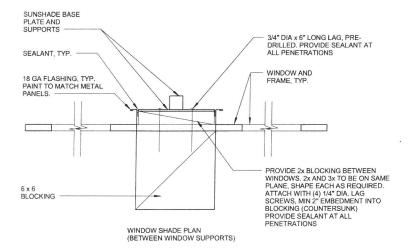
RFI 227.1 sketches

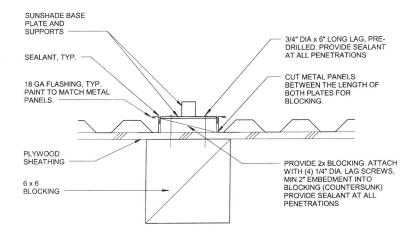
RFI 227.1 window shade sketches



WINDOW SHADE ELEVATION

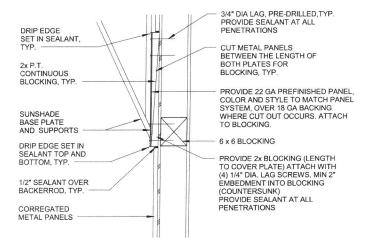




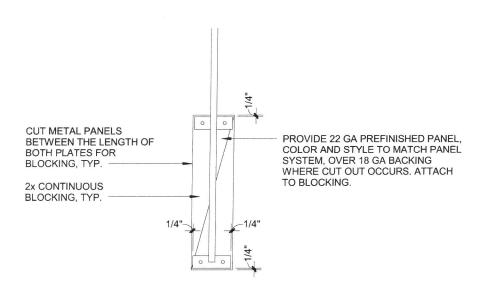


SUN SCREEN BRACE PLAN

NOTE: PROVIDE WEATHER RESISTIVE BARRIER AND SEALANT AT ALL BLOCKING



SUN SCREEN BRACE SECTION



SUN SCREEN BRACE ELEVATION



# Request For Information # 00227.2

To: Attention: SVA ARCHITECTS, INC.

RFI Date:

09/01/2017

Attention CC:

Tom Bardwell Chris Yafuso Date Due: RFI Type:

03/10/2017 Architectural

Paul Vernier

Priority:

High

Dick Jones

Christopher Barbato

Schedule/Activity ID:

A-64.5

Document Reference:
Spec Section:

Status:

Returned

Subject:

Backing Detail for Corrugated Metal Panel at Classroom Bldg.

#### **INFORMATION REQUESTED:**

Requested By:

Nalani Scanlon

Detail 7 on sheet A-64.5 please confirm that it is acceptable to use the (2) 3/4" lag rather than 1/4".

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

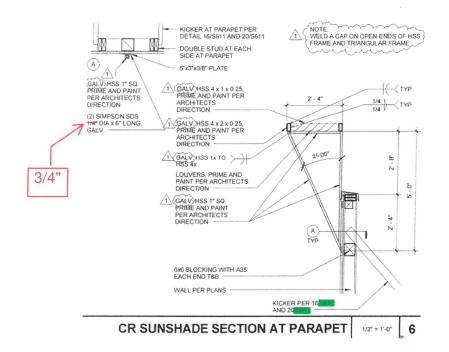
Answered By: Tom Bardwell

Date of Response: 09/13/2017

Structurally confirmed to use 3/4" diameter lag screws through the plaster. PSE-09/13/17

## ATTACHMENTS:

SUN SCREEN BRACE SKETCHES RFI 227.1 RFI 227.1 sketches RFI 227.1 window shade sketches Document1 Memo Style



A64.5

# **Nalani Scanlon**

From: Tom Bardwell <tbardwell@sva-architects.com>

Sent:

Wednesday, August 30, 2017 11:38 AM

To: Christopher Barbato

Cc: Nalani Scanlon; 'Paul Vernier (vernierinspection@sbcglobal.net)'

Subject: FW: Lemonwood classroom sunshades

Chris,

Please see email below from David regarding the sun shades at CR windows screw attachment per our discussion yesterday.

Thanks,

#### Tom Bardwell

Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu

3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380

www.sva-architects.com



A Please consider the environment before printing this email and/or any attachments

APCONT COTS

From: David Chieng [mailto:dchieng@petrastructural.com]

Sent: August 30, 2017 11:27 AM

To: Tom Bardwell <tbardwell@sva-architects.com> Cc: Peter Sarkis <psarkis@petrastructural.com> Subject: RE: Lemonwood classroom sunshades

Tom,

The 3/4" diameter screw was because there was a the piece of small blocking on the exterior side of the corrugated siding to deal w/ the corrugations. The small piece of blocking cannot be counted on for structural support of the screw so it creates add'l loads on the screws until the embedment in the interior blocking.

Seems like in the condition below is similar w/ the plaster acting as the element that creates the gap like the small piece of blocking so we would advise using the same 3/4" screw as well.

Thanks. David

From: Tom Bardwell [mailto:tbardwell@sva-architects.com]

Sent: Wednesday, August 30, 2017 10:47 AM **To:** David Chieng < <a href="mailto:dchieng@petrastructural.com">dchieng@petrastructural.com</a>> Cc: Peter Sarkis <psarkis@petrastructural.com> Subject: Lemonwood classroom sunshades

David,

Please see attached sheet for reference. Based on the conversation with the contractor, he is concerned with the sun shade attachments specified on detail 7 into the plaster walls above the windows. (2) ½" dia SDS x 6" long, so there will be 2 per plate, a total of 8 screws holding this sun shade to the wall. The sun screen on the parapets (detail 6) were at some point changed to ¾" dia. screws. (probably an RFI).

Do you feel that the sun shades around the windows in the plaster wall should follow the same 3/4" screw diameter?

Thanks,

#### Tom Bardwell

Project Lead



SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu 3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380 www.sva-architects.com



A Please consider the environment before printing this email and/or any attachments



August 31, 2017

Swinerton 865 S. Figueroa Street, Suite 3000 Los Angeles, Ca 90017 (805) 832-4993

Attention: Nalani Scanlon

Reference: Lemonwood K-8 Reconstruction

Job # 1624

**BCP# 15** 

Nalani,

Please find below our estimated cost associated with scope changes as a result of RFI #227, #227.1; drill out holes in frame plates, lag bolt and silicone holes. Cut and trim plates. See attached COR 28.

The scope of the change is as follows:

Total Change Order Request:	\$11.875
5% OH&P	\$555
Total Field Cost per Attached:	\$11,090
15% Markup:	\$30
Subtotal:	\$200
Tax on Material	\$0
Freight	\$0
Fab Farmout	\$0
Other Buyouts lag bolts and silicone	\$200
Deck	\$0
Joists	\$0
Material	\$0
Engineering	\$0
Detailing	\$0

Requested Change in Subcontract Ti	me due to this	change (Work Days	;)
------------------------------------	----------------	-------------------	----

The requested extension to the Subcontract Schedule reflects 0 additional days for fabrication and 5 for installation.

We await written acceptance of pricing and notice to proceed. Do not hesitate to call with any questions you might have regarding this proposal.

Best Regards,

Colin Peckham/ cf Project Manager Beck Steel, Inc. (909) 376-9119



# PRO STEEL ERECTORS, INC.

180 South First Street Ste 13 Dixon, Ca. 95620 (714) 465-5354 (830) 463-6013 fax

August 29, 2017

Beck Steel, Inc 401 N. Loop 289 Lubbock, TX 79403

ATTN: Randy Young

RE: 1624 Lemonwood Elementary School

COR # 28

RFI# 227 / 227.1

Shift 1 Rate

In regards to the above reference matter please accept the following pricing and break down for your review and consideration:

#### **DESCRIPTION**

Receive material and install for (25) Outriggers, Rework each Corner due to pop out around corrugated metal Open up holes to 13/16". Field fabricate Jig, Cut off 1/2" from each side on outriggers around windows (8), Change screws from 1/4" SDS screw no predrill to 3/4" Lag with Predrill with sikaflex seal, Rework corners where Bump Out blocking to get by corrugated panel. All Material provided by others.

Excludes other Outrigger modification to frames if needed to fit.

Excludes office outlingser modification	to names ii neca	ou to nt.				
General Foreman Shift 1		0 mh @	\$	93.77	/mh	\$ -
Ironworker Foreman Shift 1		40 mh @	\$	89.17	/mh	\$ 3,566.80
Journeyman Ironworker Shift 1		40 mh @	\$	84.98	/mh	\$ 3,399.20
•		80				\$ 6,966.00
	Qnty	Unit				
Steel Trade Consumables			\$	3.87	/hr	\$ 309.60
Small Tools			\$	3.04	/hr	\$ 243.20
Safety Equipment			\$	2.15	/hr	\$ 172.00
Field Truck			\$	30.00	/hr	\$ 1,200.00
Weld Std	1	20.00 /hr	\$	26.40	/hr	\$ 528.00
Torch Setup	1	15.00 /hr	\$	15.00	/hr	\$ 225.00
			Sub	Total		\$ 9,643.80
				Markup	15%	\$ 1,446.57
				Total		\$ 11,090.37

Days added to the schedule REMOBILIZATION LOST PRODUCTIVITY:

5 work days 0 work days

Exclusions and conditions are similar to those for existing contract work. Sub and Travel must be added to this Change.

Please call if you have any questions or concerns.

Sincerely,

PRO STEEL ERECTORS, INC.

Dan Moore



# Request For Information # 00227

Backing Detail for Corrugated Metal Panel at Classroom Bldg

To: Attention: CC: SVA ARCHITECTS, INC. Tom Bardwell

Marlene Hickle

Paul Vernier Dick Jones

Dick Jones

Nalani Scanlon

RFI Date:

Date Due: RFI Type:

Priority:

Schedule/Activity ID: Document Reference:

Spec Section:

Status:

A-64.5

High

. . . . . . . .

Returned

03/03/2017

03/10/2017

Architectural

Subject: Backing Detail for Corrugated Metal Panel at Classroom Bldg.

## **INFORMATION REQUESTED:**

Requested By:

Francisco Cancino

Details 6 & 7 on sheet A-64.5 do not show any information regarding backing at corrugated metal panels for sunshade connection. Please provide backing detail for sunshade connection at corrugated metal panels.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

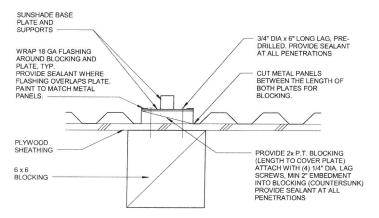
Answered By: Tom Bardwell

Date of Response: 04/24/2017

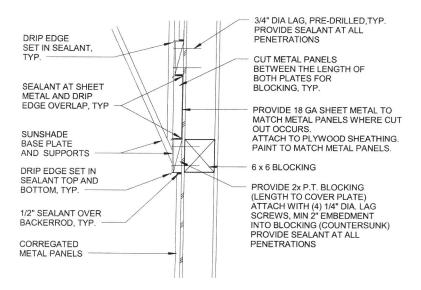
See attached sketches for metal panel sunshade brace attachment to wall.

# **ATTACHMENTS:**

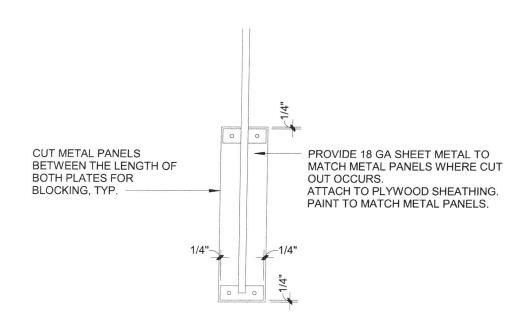
SUN SCREEN BRACE SKETCHES



SUN SCREEN BRACE PLAN



SUN SCREEN BRACE SECTION



SUN SCREEN BRACE ELEVATION



# Request For Information # 00227.1

Date Due:

RFI Type:

Schedule/Activity ID:

Document Reference:

Priority:

To: Attention:

CC:

SVA ARCHITECTS, INC.

Tom Bardwell Chris Yafuso

Paul Vernier Dick Jones

Christopher Barbato

Spec Section:

Status:

RFI Date: 05/01/2017

03/10/2017

Architectural

High

A-64.5

Returned

Subject: Backing Detail for Corrugated Metal Panel at Classroom Bldg.

# **INFORMATION REQUESTED:**

Requested By:

Nalani Scanlon

Details 6 & 7 on sheet A-64.5 do not show any information regarding backing at corrugated metal panels for sunshade connection. Please provide backing detail for sunshade connection at corrugated metal panels.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

The attached details per RFI response 227 would only be applicable at H, 1 and 3 line. Please see attached waterproofing recommendation and confirm if this is acceptable. Please provide details for sunshades above windows.

ANSWER:

Answered By: Tom Bardwell

Date of Response: 05/18/2017

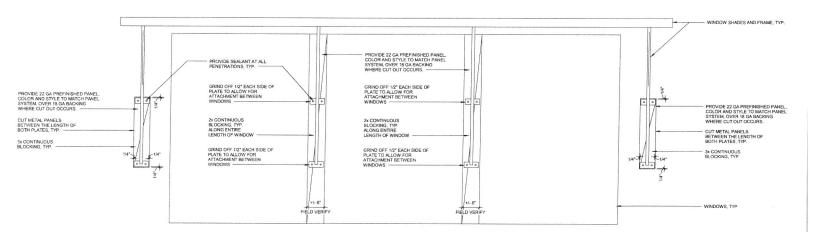
Waterproof recommendation is acceptable for sun shades at parapet, see revised sketches. See attached sketches for window shade attachments to corrugated metal panels and between windows.

## ATTACHMENTS:

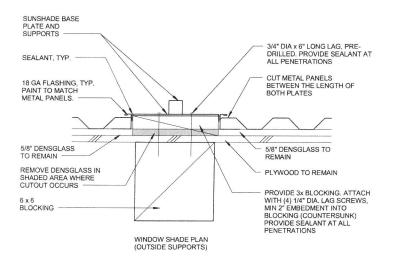
SUN SCREEN BRACE SKETCHES RFI 227.1

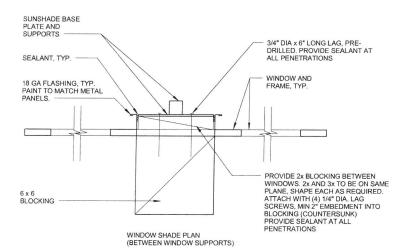
RFI 227.1 sketches

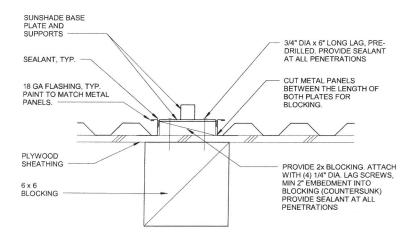
RFI 227.1 window shade sketches



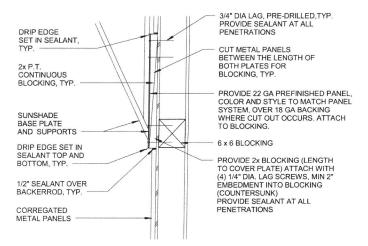
WINDOW SHADE ELEVATION



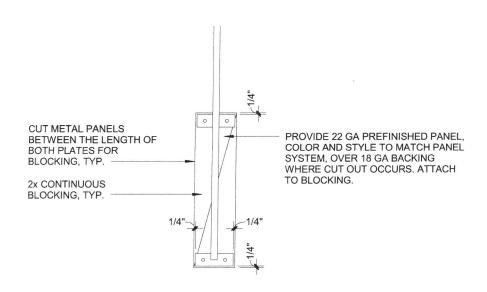




SUN SCREEN BRACE PLAN



SUN SCREEN BRACE SECTION



SUN SCREEN BRACE ELEVATION



**Lemonwood Change Order 30** 

Additional Cost associated with RFI 227.

Description: Cut drywall at 19 locations and add 2 x 6 1/2" nailer with 8 SDS screws each block.

Labor		· · · · · · · · · · · · · · · · · · ·							
9	hours	Cut drywal	l and rip mat	erial	Rate	\$	70.49	hour	\$ 634.41
10	hours	Install 2x a	nd SDS screw	/S		\$	70.49	hour	\$ 704.90
2	hours	Coordination	on and super	vision		\$	70.49	hour	\$ 140.98
Material	**************************************								
40	lf	2x8 DF Pres	ssured Treate	ed		\$	2.04	LF	\$ 81.60
1	рс	4'x8'x5/8"	4'x8'x5/8" CDX PT			\$	45.15		\$ 45.15
152	рс	1/4"x6" SD	S screws			\$	0.92		\$ 139.84
Subtotal			4						\$ 1,746.88
Profit and	Overhead		15%						\$ 262.03
Material Ta	ax .								\$ 23.73
Change order Total				1			\$ 2,033		



January 13, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0250 Modify door location in Room 229 due to fire sprinkler riser conflict

Dear Mr. Burkett.

We request a Change Order to our contract for the following:

Remove door frame, electrical conduit and boxes to accommodate relocation of door 1-229 due to conflict with fire sprinkler riser in room 1-229.

Phase	Category	Description	Subcontractor	Quote
061000	71140	Reframe wall to new door location	ABDELLATIF ENTERPRISES, INC.	502.44
092900	71140	Relocate door 1-229 between rooms 1-204 and 1-229 due to conflict with fire sprinkler riser. Remove door frame and re-install in new location and rehang drywall	RUTHERFORD CO., INC.	2,491.00
260010	71140	Relocate door 1-229 between rooms 1-204 and 1-229 due to conflict with fire sprinkler riser. Remove and relocate conduit and electrical boxes.	TAFT ELECTRIC COMPANY	892.00
			Subtotal	3,885.44
007480	71160	Subguard	1.15%	44.68
007410	71160	Builders Risk	0.6%	23.58
007420	71160	General Insurance	1.15%	45.20
007510	71160	P&P Bond	1%	38.85
991000	79999	Change Order Fee	5%	199.95
			Markup Subtotal	352.26
			PCI Total	4,237.70

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 4,237.70.

#### Please NOTE:

» The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to



- SWINERTON
  show the effect of this revision on the final project completion date..
  The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- This request does not include additional cost or delay due to late approval.

X We <b>HAVE</b> proceeded with this revised wo	ork per your instructions. Please issue a change order.
Upon acceptance of this change order request, a facknowledges that Swinerton Builders has procee	formal change order will be issued. Acceptance also ded with the above change in scope.
If you have any questions or comments pertaining	to this matter, please contact the undersigned.
Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
1/13/2018	By:



Change Order #

37

DATE: July 22, 2017

PROJECT: Lemonwood K-8 School LLB

# Cost proposal associated with RFI 283

Description: Move door frame opening to the south in Room 1-229 per RFI

Description	Qty	Unit	Un	<b>Unit Price</b>		Extension
2x6x16 DF #1 KD	6	рс	\$	16.98	\$	101.88
6x6x5 DF #1 KD	1	рс	\$	28.00	\$	28.00
			3			er and de
Material Subtotal					\$	129.88
Material Sales Tax					\$	12.66
Material Delivery					\$	-
Material Total					\$	142.54
Journeyman Labor	4		\$	73.59	\$	294.36
Subtotal					\$	436.90
Profit & Overhead	15%				\$	65.54
Total Change Order					\$	502.44



# Rutherford Co., Inc.

2107 Crystal Street Los Angeles, CA 90039

Phone: (323) 666-5284 / Fax: (323) 665-0328

www.rutherfordco.net

# Date: 08/24/17 RCI Job #: 16-075 RCI COR #: 060 GC Tracking #:

# **CHANGE ORDER REQUEST**

EMAIL: <a href="mailto:bgray@swinerton.com">bgray@swinerton.com</a>
To: <a href="mailto:Swinerton.com">Swinerton.com</a>

ATTN.: Bill Gray

JOB NAME: LEMONWOOD K-8 SCHOOL

## **DESCRIPTION OF WORK:**

OTP#28139: We removed door frame, insulation, and drywall from door wall.

•						
BREAKDOWN:		HR. RATE	QTY.	UNIT	AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$75.76	9	HRS	\$ 681.84	
	Regular-Foreman	\$0.00	0	HRS	\$ -	
	Regular-Superintendent	\$0.00	0	HRS	\$ -	
	Safety/QC Manager	\$0.00	0	HRS	\$ -	
	Overtime-Journeyman	\$0.00	0	HRS	\$ -	
	Doubletime-Journeyman	\$0.00	0	HRS	\$ -	
MATERIAL		\$0.00	0	Tax	\$ -	
EQUIPMENT		\$0.00				
		\$0.00	0	Day	\$ -	
		\$0.00	0	Day	\$ -	
SCAFFOLD		\$0.00	0	Day	\$ -	
SUBS/MISC.						
FREIGHT/DELIVERY	Υ	\$0.00	0	LS	\$ -	
		\$0.00	0	LS	\$ -	
		\$0.00	0	LS	\$ _	
	7711		SUBTOTAL		\$ 681.84	
		15.0%	OHP M	ARKUP	\$ 102.28	

#### QUALIFICATIONS

1. ADDITIONAL TIME MAY BE REQUIRED ON THE PROJECT SCHEDULE FOR THE WORK DESCRIBED ABOVE

2. ALL GAS/ELECTRIC EQUIPMENT USED FOR THIS COR WILL BE CHARGED AT A 1-DAY MINIMUM RENTAL

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

COR TOTAL: \$

784

Submitted By:	Approved By:
Project Manager	

Rutherford Co., Inc.

ORDER TO PROCEED NO.: 28139

DATE: 8-8-17
RCI EMPLOYEE: Don Elder



Lath/Plaster/Drywall/Fireproofing/EIFS 2107 Crystal Street Los Angeles, California 90039 Telephone (323) 666.5285

# **AUTHORIZATION FOR EXTRA WORK**

	0012
(0	Fre

PROJECT:	boownan	JOB NO.: 16-075				
LOCATION OF WORK:	PAGE:	T	COLUMNS:	DETAIL:		
Rm 229			THRU			
60.00			11110			
DESCRIPTION:						
	ue were to	rem	sood soor	frame insulation		
and Drw			sol Muse			
		nako	en tor	main Riser.		
	R.F.	I. 2	83			
LABOR & MATERIAL BREA	AKDOWN					
FIELD LABOR - NO. OF MEN:	NO. OF HRS EA MAN WORKED	TOTAL HRS		MATERIALS		
a	4 HRS	8HB				
1	1 HR	IHR				
2						
TOTAL MEN:		TOTAL:				
		9HRS				
EQUIPMENT RENTAL: (1 DA	Y MINIMUM ON ALL RENTALS)		1/2235/	TEM ONLY		
TRUCKING	SCISSOR LIFTS	FIREPROOF PI	UMPS VOICET Y			
WELDERS	CEMENT PUMPS	MIXERS				
COMPRESSORS	FORKLIFTS	SCAFFOLD		2 -		
ROLLING UNITS						
				1/15///		
WORK ACCEPTED & COMPLETED		AUTHORI	ZED SIGNER:	h fullty		
WORK ONGOING						
		CC	ONTRACTOR: Sw	sines ton		
			0			
			DATE: 0/	15/17		
RCI COR#			-			
		PRI	NTED NAME:	iris Barbato		



# Rutherford Co., Inc.

2107 Crystal Street Los Angeles, CA 90039

Phone: (323) 666-5284 / Fax: (323) 665-0328

www.rutherfordco.net

Date: 08/24/17

RCI Job #: 16-075

RCI COR #: 059

GC Tracking #:

# **CHANGE ORDER REQUEST**

EMAIL: bgray@swinerton.com

TO: Swinerton Builders

ATTN.: Bill Gray

JOB NAME: LEMONWOOD K-8 SCHOOL

# **DESCRIPTION OF WORK:**

_								The Real Property lies
OTP#29602:	MA	rehuna	drawall	and	re-taned	Wall at	Pm.	220
OII WESOUE.	V V C	ICHAIIA	ui v vv aii	anu	16-labeu	wall a		223

BREAKDOWN:		HR. RATE	QTY.	UNIT	AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$75.76	18	HRS	\$ 1,363.68	
	Regular-Foreman	\$0.00	0	HRS	\$ -	
	Regular-Superintendent	\$0.00	0	HRS	\$ -	
	Safety/QC Manager	\$0.00	0	HRS	\$ -	
	Overtime-Journeyman	\$0.00	0	HRS	\$ -	
	Doubletime-Journeyman	\$0.00	0	HRS	\$ -	
MATERIAL			0	Tax	\$ 121.00	
EQUIPMENT						
		\$0.00	0	Day	\$ -	
		\$0.00	0	Day	\$ -	
SCAFFOLD		\$0.00	0	Day	\$ -	
SUBS/MISC.						
FREIGHT/DELIVERY	1	\$0.00	0	LS	\$ -	
		\$0.00	0	LS	\$ -	
		\$0.00	0	LS	\$ -	
			SUB	TOTAL	\$ 1,484.68	
		15.0%	OHP MA	ARKUP	\$ 222.70	

## **QUALIFICATIONS**

1. ADDITIONAL TIME MAY BE REQUIRED ON THE PROJECT SCHEDULE FOR THE WORK DESCRIBED ABOVE

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

COR TOTAL: \$

1,707

Submitted By:	Approved By:
Project Manager	
-	

Rutherford Co., Inc.

<sup>2.</sup> ALL GAS/ELECTRIC EQUIPMENT USED FOR THIS COR WILL BE CHARGED AT A 1-DAY MINIMUM RENTAL

ORDER TO PROCEED NO.: 29602

DATE: 8-9-17

RCI EMPLOYEE: Don Elder



Lath/Plaster/Drywall/Fireproofing/EIFS 2107 Crystal Street Los Angeles, California 90039 Telephone (323) 666.5285

# **AUTHORIZATION FOR EXTRA WORK**

$\cap$	()	X	5	0
( ,	V	Y		

PROJECT:	ol boomina	JOB NO.	16-075
LOCATION OF WORK:	PAGE:	COLUMNS:	DETAIL:
Class Pons		THRU	DETAIL.
DESCRIPTION:		THRU	
	with Suite	erton we wa	seeder et er
	nd retape		229 Wall
		-Ke room for	
	201 201 10 1110	100111 101	1.00 (0) K. 3E.
	RIE	T. 283	
LABOR & MATERIAL BREA	KDOWN		
FIELD LABOR - NO. OF MEN:	NO. OF HRS EA MAN WORKED	TOTAL HRS	MATERIALS
2	4 HRS		(12'5/8 Drywell 1
1	8 HRS	SHES I BOX TO	
1	2 HPS	2 11 22	per Tape
TOTAL MEN:		TOTAL:	
		1846	
	L		
EQUIPMENT RENTAL: (1 DA	Y MINIMUM ON ALL RENTALS)	1/200	1-Tan alal
TRUCKING		FIREPROOF PUMPS	1777 ONLY
WELDERS	CEMENT PUMPS	MIXERS	
COMPRESSORS	FORKLIFTS	SCAFFOLD	
ROLLING UNITS		/	$Y/\sim 11$
WORK ACCEPTED & COMPLETED		AUTHORIZED SIGNER:	- And A
WORK ONGOING			
		CONTRACTOR: 5	rot senice
			/ /
		DATE: 8/	15/17
RCI COR#		1	/
		PRINTED NAME: CY	iris Barbato



# Change Order Request

Detailed, Grouped by Each Number

Notes  We are submitting the above cost to reloacte a light switch and receptacles in room 229 due to door swing change. See attached accumulation.  This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval to than 30 days.  Attached is the back up for your review. Please call should you have any questions.  Matt Gobuty  Project Manager (805)654-7994	2241 Lemonwoo 2200 Carnegie Cour Oxnard, CA 93033		Project # 2241 Tel: Fax:			Taft Electric Compar
Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017  Description  Category Status submitted  Reference Required By Days Req 0  Notes  We are submitting the above cost to reloacte a light switch and receptacles in room 229 due to door swing change. See attached accumulation.  This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval to than 30 days.  Attached is the back up for your review. Please call should you have any questions.  Matt Gobuly Project Manager (805)654-7994  PCO No Date Reference Amt Prop Days Req Category Reason Description  Notes  Approved By:  Bignature	Change Order R	equest: 062				Date
Reference Required By Days Req  O  Notes  We are submitting the above cost to reloacte a light switch and receptacles in room 229 due to door swing change. See attached accumulation.  This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval to than 30 days.  Attached is the back up for your review. Please call should you have any questions.  Matt Gobuty Project Manager (805)654-7994  PCO No Date Reference Amt Prop Days Req Category Reason Description Notes	Swinerto 865 S. Fi	gueroa Street	From:	Taft Electric	Company 116	
Reference Required By Days Req  0  Notes  We are submitting the above cost to reloacte a light switch and receptacles in room 229 due to door swing change. See attached accumulation.  This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval to than 30 days.  Attached is the back up for your review. Please call should you have any questions.  Matt Gobuty Project Manager (805)654-7994  PCO No Date Reference Amt Prop Days Req Category Reason Description Notes	Description			Categ	jory Status	C
Notes  We are submitting the above cost to reloacte a light switch and receptacles in room 229 due to door swing change. See attached accumulation.  This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval to than 30 days.  Attached is the back up for your review. Please call should you have any questions.  Matt Gobuty Project Manager (805)654-7994  PCO No Date Reference Amt Prop Days Req Category Reasor Description Notes	Rm 229 Device Rel	ocation			submitte	ed
We are submitting the above cost to reloacte a light switch and receptacles in room 229 due to door swing change. See attached accumulation.  This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval to than 30 days.  Attached is the back up for your review. Please call should you have any questions.  Matt Gobuty Project Manager (805)654-7994  PCO No Date Reference Amt Prop Days Req Category Reason  Description Notes  Approved By:  Signature	Reference		Required	Ву		Amt Rec
Approved By:  Signature  Attached is the back up for your review. Please call should you have any questions.  Attached is the back up for your review. Please call should you have any questions.  Attached is the back up for your review. Please call should you have any questions.  Amage and the property of the property	We are submitting the accumulation.					
Approved By:  Signature	Project Manager (805)654-7994	Reference	Amt	Prop Days	s Reg. Category	Reason
Signature						
Name ————————————————————————————————————	Approved By:					
	Signature					

# TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#_	2241	TEC COR#:	62
				CUST RFP#:	
COR DESCRIPTION:	Rm 229 Door Swing			DATE:	8/4/2017

TAKE OFF					
	DESCRIPTION	MATERIAL	HOURS		
Conest		\$31.32	0.00		
		\$0.00	0.00		
		\$0.00	0.00		
		\$0.00	0.00		
		\$0.00	0.00		
		\$0.00	0.00		
		\$0.00	0.00		
		\$0.00	0.00		
		\$0.00	0.00		
		\$0.00	0.00		
		\$0.00	0.00		
		\$0.00	0.00		
		\$0.00	0.00		
		\$0.00	0.00		
		\$0.00	0.00		
	TOT	AL \$31.32	0.00		

	TAKEOFF MATERIAL	
%	DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$2.43
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL MATERIAL	\$33.75
15.00%	OVERHEAD & PROFIT	\$5.06
	TOTAL TAKEOFF MATERIAL	\$38.81

VENDOR	QUOTED MATERIAL DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL QUOTES	\$0.00

VENDOR	SUBCONTRACTORS	
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL SUBCONTRACTS	\$0.00

	ABOR EXPE	NSES	
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	10.00	\$84.42	\$844.20
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	SUBTOTA	AL LABOR	\$844.20
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
	SUBTOTA	L LABOR	\$844.20
	ТОТА	L LABOR	\$844.20

ENGINEERING CONTRACTOR	DIRECT JOB EXPENSES	
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.00
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
	SUBTOTAL DJE	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL - :-	00.00
	TOTAL DJE	\$0.00

	CHANGE REQUEST SUMMARY								
	TAKEOFF MATERIAL	\$38.81							
	QUOTED MATERIAL	\$0.00							
	SUBCONTRACTORS	\$0.00							
	LABOR EXPENSES	\$844.20							
	DIRECT JOB EXPENSES	\$0.00							
s	SUBTOTAL CHANGE REQUEST	\$883.01							
0.00%		\$0.00							
0.00%		\$0.00							
1.00%	BOND COSTS	\$8.83							
CHANGE PROPOSAL TOTAL \$892									



# TAFT ELECTRIC COMPANY ELECTRICAL CONTRACTORS

10ME OFFICE: 1694 EASTMAN AVE., VENTURA, CA 93003, PHONE (805) 642-0121 P.O. BOX 3416, VENTURA, CA 93006

STATE LICENSE NO. 772245

Date Ordered August 1, 2017
Job No. 2241 Date Completed 8/2/2017

Job Name LEMONWOOD

W.O. No. F.A. No.

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1	Add
ı	ress_

relocate light switch and receptacles in rm 229 due to door swing change

																			4sd box	#12 thhn	1/2" emt	MATERIAL
																			2	100ft	50ft	QUANTITY
		1																				UNIT PRICE PER
F	$\dagger$	1																				
																						EXTENSION
L	the											8/2	8/1	Date							Date	
Jan Marin	the undersigned for payment on regular to day terms.	ove work author, ed by the undersigned,	/ / / / TOTAL	)								garret rogers	mike Hanson	Name	LABUR	I ABOB	TOTAL EQUIPMENT CHARGE				Description	EQUIPMENT CHARGES
	dayte	charg	<b>L</b> BOF									7	ω	Hours			MENT (				Hours	RGE
	rms.	es therefore	TOTAL LABOR CHARGE											Rate			CHARGE				Rate	S
		to be billed to			,		1	ı	,		,		,	Amount					a		Amount	



# Takeoff

	31.32	Job Totals:						
	31.32	Phase Totals:						
	3.32	3.3200	4.SQ IS BRKT RX CLMP	z-1/0 D 30:3-C1				
	12.12	0.1212	IHHN/IHWN CU (SOL)	3-1/9"D 20 3 CI				150050
	15.88	0.3175		17				70029
	Result	Unit	EMT .	1/2	3	50 FT		10046
	Material	Material	Description	Q/M Size		Qty U/M		Item #
						2000		
					Ď	779 DOC	Region: COR 062 RM229 DOOP	Region:
12 Jan 2018 10:23:57		Labor Level: TAFT	Labor				IFT	Vendor: TAFT



October 9, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0251 Revised site lighting concrete footing

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish pad type footing as detailed in drawing provided by SVA Architects 10-04-17 in lieu of caisson type footing at infiltration trench area. Footing as designed will not support light poles due to infiltration trench gravel

Phase	Category	Description Subcontractor		Quote
321313	71140	Furnish pad type footing in lieu of caisson type footing at infiltration trench area. Footing as designed will not support light poles due to infiltration trench gravel	SANTA CLARITA CONCRETE	10,740.42
321313	71140	Furnish pad type footing in lieu of caisson type footing at infiltration trench area.  Footing as designed will not support light poles due to infiltration trench gravel	footing at infiltration trench area. ting as designed will not support light	
			Subtotal	13,596.42
007480	71160	Subguard 1.15%		156.36
007410	71160	Builders Risk	0.6%	82.52
007420	71160	General Insurance	1.15%	158.16
007510	71160	P&P Bond	P&P Bond 1%	
991000	79999	Change Order Fee	5%	699.67
			Markup Subtotal	1,232.67
			PCI Total	14,829.09

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 14,829.09.

### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if



not accepted within 5 days of its issuance.
This request does not include additional cost or delay due to late approval.

V NA HAVE NOT are and admitte this province of the	
vve HAVE NOT proceeded with this revised w	vork per your instructions. Please issue a change order.
Upon acceptance of this change order request, a form acknowledges that Swinerton Builders is directed to provide the change of the change order request, a form acknowledges that Swinerton Builders is directed to provide the change of the change of the change order request, a form acknowledges that Swinerton Builders is directed to provide the change of the change	
If you have any questions or comments pertaining to the	his matter, please contact the undersigned.
Sincerely,	Quotation accepted by:
Swinerton Builders	Oxnard School District
Bill Gray	Ву:
PM Date:	Date:



16164 Sierra Highway Santa Clarita, CA 91390 Phone 661.252.2012 Fax 661.298.4585 CA License No. 381605

# **CHANGE ORDER REQUEST**

COR	SCC-003
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Lemonwood
OWNER/REP	Swinerton Construction
ATTN	Bill Gray
DATE	10/6/17
REFERENCE	Revised Detail attached

### NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as requested by SB. Additional work to consist of larger light pole footings per the attached detail provided by Swinerton.

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
Attached Dwg	Original footing (Credit)	Site	10/6/17	Foundation	Light Pole	R	7	Ea	\$1,000.00	-\$7,000.00
Attached Dwg	New footing	Site	10/6/17	Foundation	Light Pole	R	7	Ea	\$2,130.00	\$14,910.00
Attached Dwg	Backfill/Compact 40 CF each	Site	10/6/17	Laborer	Journeyman	R	14	Hrs	\$84.96	\$1,189.50
Attached Dwg	Backfill/Compact 40 CF each	Site	10/6/17	Equipment	Whacker	R	1	Ea	\$240.00	\$240.00
				No.						

### **EXCLUSIONS/QUALIFICATIONS**

Price assumes work to be done concurrently with other work.

Separate mobilization will require additional costs.

Original footing: 20/S3.3 26" dia x 8' tall - approx 2.1 yard/footing

New footing: 16"x9.5x9.5 approx. 4.5 Cyd each

New versus Old - 213% increase in material and excavation. Additional backfill.

Backfill and compact - 2 men approxl 1 footing/hour

Soil haul off additional excavation time included in cost delta

**EXTENSION OF CONTRACT DURATION--->** 

5 DAYS

SUB-TOTAL \$9,339.50 P&O \$1,400.92 TOTAL FOR THIS COR \$10,740.42



October 9, 2017

SWINERTON BUILDERS 17731 MITCHELL N. #200 IRVINE, CA 92614

Project:

LEMONWOOD K-8

Re:

VT1793 CC#2

Gentlemen,

Following is the description and breakdown for the above referenced additional charge:

CC# 2	Cost difference & breakdown of changing 7 Light
	Standards Caissons to Footing Pads per Bill Gray
	w/Swinerton

Fabricated m Detailing Cartage Installation Subsistance	aterial	QTY 1,048 1.00 0.00 16 0	UOM LBS HRS HRS HRS DAYS	<del>9 9 9 9 9</del>	765.04 85.00 1,408.00
Accessories SUBTOTAL Overhead SUBTOTAL Profit	15% 10%		LS	<del>8                                    </del>	2,258.04 338.71 2,596.75 259.67

TOTAL

\$ 2,856

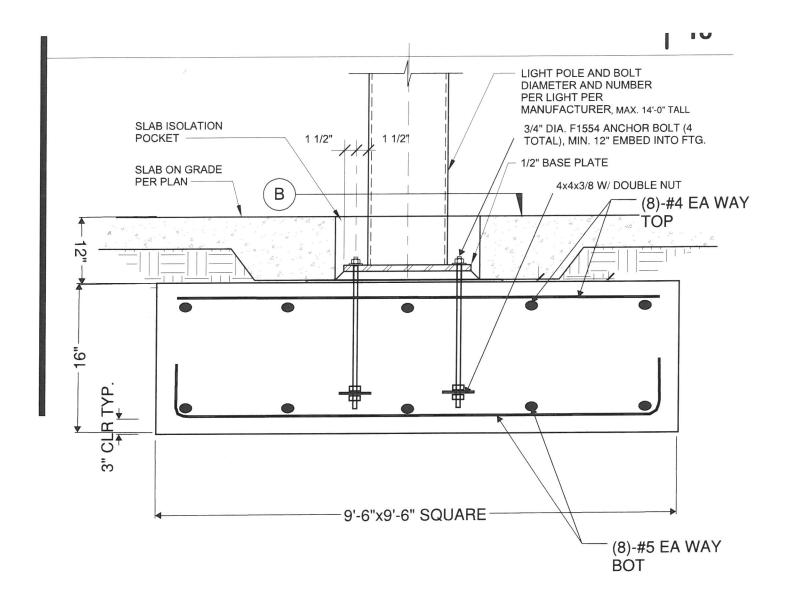
This change will appear and become due with your next invoice. If this change is the responsibility of the owner we request that you process it immediately.

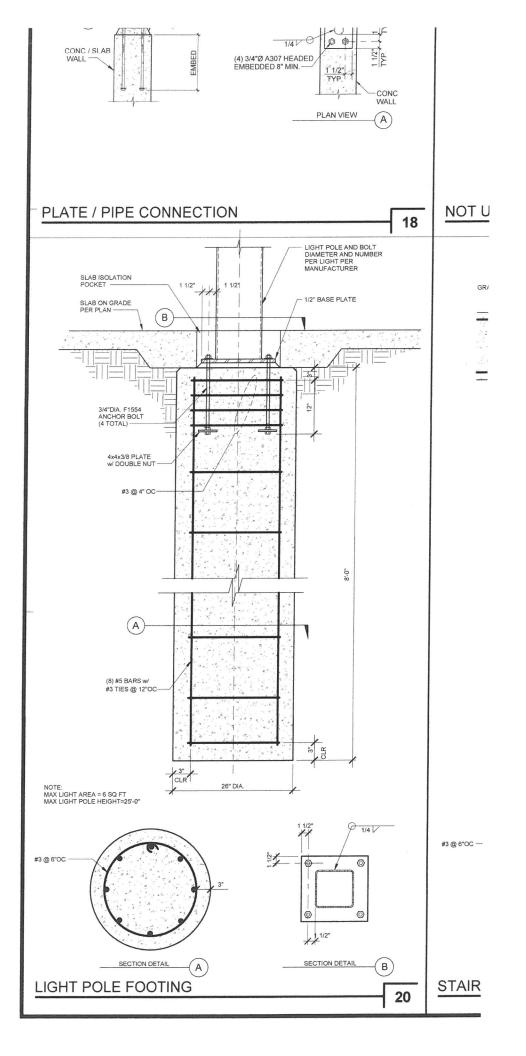
Respectfully submitted,

VISTA Steel Company

Iqbal Toor

Iqbal Toor Contract Administrator







December 14, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0252.1 RFI 310 Add Gas, CW and condensate piping to MAU-1&2 at MPR Building

Dear Mr. Burkett.

We request a Change Order to our contract for the following:

Contract documents make no provisions for required piping to MAU-1 and MAU-2. Plans do not contain adequate information required to provide necessary natural gas, cold water and condensate piping.

Phase	Category	Description	Subcontractor	Quote
075400	71140	RFI 310 Add natural gas, cold water and condensate drain piping at MPR Building for MAU-1 & 2	LETNER ROOFING COMPANY	1,794.00
220010	71140	RFI 310 Add natural gas, cold water and condensate drain piping at MPR Building for MAU-1 & 2	CITY COMMERCIAL PLUMBING, INC.	21,012.00
			Subtotal	22,806.00
007480	71160	Subguard	1.15%	262.27
007410	71160	Builders Risk 0.6%		138.41
007420	71160	General Insurance 1.15%		265.29
007510	71160	P&P Bond	1%	228.06
991000	79999	Change Order Fee	5%	1,173.60
			Markup Subtotal	2,067.63
			PCI Total	24,873.63

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 24,873.63.

### Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 60 calendar days..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance. Swinerton reserves the right to review and recover any schedule impact costs not included in this proposal
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, p	lease contact the undersigned.
Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
12/11	By:
Date:	Date:



# CITY COMMERCIAL PLUMBING, INC. Plumbing Contractors and Consultants

16196 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

### EXTRA WORK ORDER SUBMITTAL

November 22, 2017

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#38R

DESCRIPTION: RFI#310 - TIME AND MATERIAL AS DIRECTED FOR ADDED GAS,

COLD WATER AND CONDENSATE DRAIN FOR MAU#1 AND MAU#2 IN MPR.

TOTAL COST: \$21,012.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 8 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This work has now been completed as requested. Please approve immediately for billing purposes. If you have any questions or need clarification please call.

Sincerely, CITY COMMERCIAL PLUMBING, INC

Cindy Snyder

Cindy Snyder, Project Manager Enclosures

## CITY COMMERCIAL PLUMBING, INC.

16106 COHASSET STREET VAN NUYS, CA 91406 (818) 785-1145

CONTRACTOR:

**SWINERTON BUILDERS** 

17731 MITCHELL NORTH, SUITE 200

IRVINE, CA 92614

JOB NAME: LEMONWOOD K-8

CCP JOB NO.: 562

2200 CARNEGIE COURT OXNARD, CA 93033

**CHANGE ORDER NO. 38** 

RE: T&M - RFI#310 ADDED GAS, CW, CD FOR MAU#1 AND MAU#2 IN MPR

8.00 9.00 64.00 73.00 4.00	854.72 902.25 5,783.68 4,698.28
9.00 64.00 73.00	902.25 5,783.68
9.00 64.00 73.00	902.25 5,783.68
9.00 64.00 73.00	902.25 5,783.68
64.00 73.00	5,783.68
73.00	•
	4,090.20
4.00	100.00
	100.00
	10.000.00
AL LABOR:	12,338.93
	711.24
	50.14
0.00	400.00
2.00	200.00
L OTHER EXP.:	1,361.38
	1,361.38
	4,538.48
	12,338.93
	18,238.79
15.00%	2,735.82
	20,974.60
0.18%	37.75
	21,012.36
	0.00
	21,012.36
	\$21,012.00
EMOVAL.	
	2.00 AL OTHER EXP.:  15.00%  0.18%  EMOVAL.

# CITY COMMERCIAL PLUMBING, INC.

### MATERIAL LIST

JOB:

**LEMONWOOD K-8** 

2200 CARNEGIE COURT

OXNARD, CA 93033

**CCP JOB NO.: 562** 

CHANGE ORDER NO. 38

RE:

T&M - RFI#310 ADDED GAS, CW, CD FOR MAU#1 AND MAU#2 IN MPR

				7.45	DAT COCT	T. MAT
QTY.	U/M	MATERIAL NAME	LAB U.	I. LAB.	MAT.COST	1. WA1
		MAKE-UP WATER AT MPR CONDENSATE AT MPR GAS AT MPR				1703.70 1299.73 1160.31
		T&M INSTALLATION LABOR PER TICKE FOREMAN PLUMBER APPRENTICE DELIVERY DRIVER	TS SIGNED:	9.00 64.00 73.00 4.00		
9.		GEN FOREMAN - LAYOUT/COORDINAT GEN FOREMAN - CADD/REDRAW	E	6.00 2.00		
		8				
		_				4400 74
		LABOR & MATERIAL TOTAL		158.00		4163.74

SALES TAX:

TOTAL MATERIAL COST:

9.00% \_\_\_\_

4538.48

JOB 1073 562CORS2: 562 - LEMON...
ESTIMATE 1 562CORS2: 562 - LEMON...
DATA SET 2 MECH OATABASE 11-10-17

COR#38, MAKE-UP WATER
CITY COMMERCIAL PLUMBING
16106 COHASSET ST.
VAN NUYS, CA 91406
818-785-1145 / (Company Fax)
CSNYDER@CCPINC.NET

PRINTED 11/22/2017 3:15:23 PM MATERIAL Primary LABOR Alternate

### **NOTES**

NOTES		Item			Mat	ərial
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext
Section : Section C	11: COR#38 - RF#310 MAK	E-UP WTR AT MPR	<u> </u>			
Category : Cate	gory 003: COPPER KLM LE	AD FREE				
64	COPPER KLM LEAO FREE		5/8"ODx1/2"MIP BR\$ LF COMP	2	9.17	18,34
67	COPPER KLM LEAD FREE		MAPP GAS	1	9.31	9.31
75	COPPER KLM LEAD FREE		1/4" COMP COUPLING	2	3.17	6.34
3010003	COPPER KLM LEAO FREE	1/2"	L-HARD TUBE	40	3.27	130,80
3060002	COPPER KLM LEAD FREE	1/2"	90 ELBOW CxC	12	1.89	22.68
3220002	COPPER KLM LEAO FREE	1/2"	RP BACKFLOW PREVENT	2	491.40	982.80
3230001	COPPER KLM LEAD FREE	1/2"	BALL VALVE-SWT 150#	2	12.95	25,90
3290001	COPPER KLM LEAO FREE	Unsized	SOLDER LBS. LEADFREE	1	39.48	39.48
3300001	COPPER KLM LEAD FREE	Unsized	PRESTOLITE-#2 CYL	1	37.44	37.44
3310001	COPPER KLM LEAO FREE	1/4"	L-SOFT TUBE	60	1.76	105.60
3380002	COPPER KLM LEAO FREE	1/2"	AOAPTER CXM	4	5.38	21.52
3390001	COPPER KLM LEAD FREE	Unsized	TESTING OF SYSTEM	1	Skip	0.00
3420002	COPPER KLM LEAO FREE	3/4" x1/2"	REDUCEO TEE - BRANCH	1	7.35	7.35
3420008	COPPER KLM LEAD FREE	1-1/2" x1/2"	REDUCEO TEE - BRANCH	1	30.02	30.02
3590001	COPPER KLM LEAO FREE	Unsized	EVERFLUX-2 OZ. CAN	1	9.75	9.75
3600001	COPPER KLM LEAD FREE	Unsized	ABRASIVE CLOTH-25YD	1	15.13	15.13
Subtotals for Ca	itegory : Category 003: COPPI	ER KLM LEAO FREE				1,462.46
Category : Cate	gory 049: HANGER-R.CLAN	IP-ETC.				
65	HANGER-R.CLAMP-ETC.		ROOF SUPPORTS	2	25.00	50.00
66	HANGER-R.CLAMP-ETC.		5/8" CUSHION CLAMP	4	2.26	9.04
68	HANGER-R.CLAMP-ETC.		SAMMY XP-20 PACK OF 25	1	60.22	60.22
69	HANGER-R.CLAMP-ETC.		SAMMY X-PRESS-IT TOOL	1	89.22	89.22
49060003	HANGER-R.CLAMP-ETC.	1"	SWIVEL LOOP HGR-F.L.	6	1.86	11.16
49380002	HANGER-R.CLAMP-ETC.	3/8"	ALL THREAD ROO	20	1.08	21.60
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						241.24
	on : Section 011: COR#38 - RF		R AT MPR			1,703.70
Grand Totals						1,703.70
A						

JOB 1073 562CORS2: 562 - LEMON ... ESTIMATE 1 562CORS2: 562 - LEMON... DATA SET 2 MECH DATABASE 11-10-17

### COR#38, CD AT MPR CITY COMMERCIAL PLUMBING 16106 COHASSET ST. VAN NUYS, CA 91406 818-785-1145 / (Company Fax) CSNYDER@CCPINC.NET

PRINTED 11/22/2017 3:19:07 PM **MATERIAL** Primary **LABOR** Alternate

### NOTES

			Îtem		Mate	rial
em #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ex
ection : Se	ction 012: COR#38 - RF#	310 CONDENSATE	AT MPR			
Category	: Category 000: (None)				_	
	76		GRIP WRENCH	1	13.97	13.97
	77		TONGUE-GROOVE PLIER	1	14.97	14.97
	78		UNIVERSAL SPRAY BOTTLE	1	20.97	20.97
Subtotals	for Category : Category 00	00: (None)				49.91
Category	: Category 003: COPPE	R KLM LEAD FREE				
	70 COPPER KLM LE	AD FREE	1" CXFIP UNION	4	54.22	216.88
30	30004 COPPER KLM LE	AD FREE 1"	M-HARD TUBE	60	5.76	345.60
30	60004 COPPER KLM LE	AD FREE 1"	90 ELBOW CxC	14	10.31	144.34
30	80005 COPPER KLM LE	AD FREE 1"	ADAPTER CXF	4	16.01	64.04
31	20004 COPPER KLM LE	AD FREE 1"	TEE	4	28.63	114.52
34	40003 COPPER KLM LE	AD FREE 1"	PLUG	2	15.42	30.84
	for Category : Category 00		AD FREE			916.22
Category	: Category 049: HANGE	R-R.CLAMP-ETC.				
	65 HANGER-R.CLAN	IP-ETC.	ROOF SUPPORTS	5	25.00	125.00
	71 HANGER-R.CLAN		1-1/8" CUSHION CLAMP	5	3.84	19.20
490	60003 HANGER-R.CLAM	P-ETC. 1"	SWIVEL LOOP HGR-F.L.	5	1.86	9.30
	80002 HANGER-R.CLAN		ALL THREAD ROD	20	1.08	21.60
1	00002 HANGER-R.CLAN		HEX NUTS	50	0.79	39.50
494	10002 HANGER-R.CLAN	P-ETC. 3/8"	WASHER-FLAT-ROUND	50	0.26	13.00
	for Category : Category 04		MP-ETC.			227.60
	: Category 085: FIBERG				5.00	400.00
850	30002 FIBERGLASS INS	UL. 3/4"	1 THK PIPE COVER	20	5.30	106.00
Subtotals	for Category : Category 08	35: FIBERGLASS INS	SUL.			106.00
ubtotals for	Section : Section 012: CO	R#38 - RFI#310 CON	DENSATE AT MPR			1,299.73
						1,299.73

JOB 1073 562CORS2: 562 - LEMON ... **ESTIMATE 1** 562CORS2: 562 - LEMON... DATA SET 2 MECH DATABASE 11-10-17

COR#38, GAS LINES AT MPR CITY COMMERCIAL PLUMBING 16106 COHASSET ST. VAN NUYS, CA 91406 818-785-1145 / (Company Fax) CSNYDER@CCPINC.NET

PRINTED 11/22/2017 3:22:35 PM MATERIAL Primary **LABOR** Alternate

### NOTES

	NOTES				Mate	rial
em#	Category	Size	item Desc	Qty	Mat Unit	Mat Ex
ection : Se	ection 013: COR#38 - RFI#310 GAS	LINES AT MPR				
Categor	y : Category 000: (None)					
	74		CORE DRILL 2"-4" HOLE	2	50.00	100.0
Subtotals	s for Category : Category 000: (None	)				100.00
Categor	y : Category 017: SCH 40 BLK T&C	WELD				
	73 SCH 40 BLK T&C/WELD		QT KETITE COMPOUND	1	20.58	20.5
17	010002 SCH 40 BLK T&C/WELD	3/4"	PIPE	21	1.31	27.5
17	010004 SCH 40 BLK T&C/WELD	1-1/4"	PIPE	126	2.58	325.0
17	040015 SCH 40 BLK T&C/WELD	3/4" x2"	NIPPLES	3	1.10	3.3
17	040016 SCH 40 BLK T&C/WELD	3/4" x4"	NIPPLES	2	2.00	4.0
17	060002 SCH 40 BLK T&C/WELD	3/4"	90 ELBOW	2	1.39	2.7
17	060004 SCH 40 BLK T&C/WELD	1-1/4"	90 ELBOW	16	4.15	66.4
17	070002 SCH 40 BLK T&C/WELD	3/4"	UNION	2	13.46	26.9
17	160004 SCH 40 BLK T&C/WELD	1-1/4"	THREAD-O-LET	2	10.73	21.4
17.	230002 SCH 40 BLK T&C/WELD	3/4"	BALL VALVE-SCR BRASS	2	22.02	44.0
17	360004 SCH 40 BLK T&C/WELD	1-1/4" x3/4"	REDUCED 90 ELBOW	2	5.44	10.8
Subtotals	s for Category : Category 017: SCH 4	O BLK T&C/WELD	)			552.95
	y : Category 049: HANGER-R.CLA					
1	72 HANGER-R.CLAMP-ETC.	Γ	ROLL TEFLON TAPE	5	1.60	8.0
	79 HANGER-R. CLAMP-ETC.		SIKAFLEX	2	6.97	13.9
49	050005 HANGER-R.CLAMP-ETC.	1-1/2"	SWIVEL LOOP HGR-GAL	13	0.86	11.18
49	090002 HANGER-R.CLAMP-ETC.	1-5/8"	STRUT CHANNEL	10	3.16	31.6
49	150007 HANGER-R.CLAMP-ETC.	1-1/4"	STRUT CLAMP	4	1.19	4.7
49	380002 HANGER-R.CLAMP-ETC.	3/8"	ALL THREAD ROD	40	1.08	43.2
49	480002 HANGER-R.CLAMP-ETC.	3/8"	ANCHOR - QUICKBOLT	4	3.67	14.6
Subtotals	s for Category : Category 049: HANG	ER-R.CLAMP-ET	S			127.36
	y : Category 051: HVAC SPECIALT					
	200002 HVAC SPECIALTIES	3/4"	FLX CONN-BRAIDED/THD	2	190.00	380.00
	s for Category : Category 051: HVAC	SPECIALTIES				380.00
	r Section : Section 013: COR#38 - R		S AT MPR			1,160.31
		I MO TO GAO EINEC	7731 1911 13			1,160.31
rand Total	s					1,100,31



# CITY COMMERCIAL PLUMBING, INC. Plumbing Contractors and Consultants

PH OR SUPERINTENDENT ON JOB

,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			-
WORK PAR		DATE OF	AVORK /
G COMPLETED (DANK)		10/	25/17
CUSTOMEN ORDER NO. M	HOME		10 125 17
BILL TO SCHALERTON	Bunders		COMPANY TAKEN BY
ADDRESS	4		PROPOSAL CHLY
GIV		.1	TIME + MATERIAL  APPROVED EXTRA
JOB NAME AND LOCATION	14000 K-8	•	
LOCATION OF WORK, Rm # 2-1184	114 N.S.E.W		
COLUMN LINE LOCATION	FLOOR		
CENCRIPTION OF WORK	•		
REMOVE DEVINAL	A STYADEOM	10 PMS	2-118/114
IN ORDER TO	SCAN LOCATI		NSIOE
TOF LINUL IN	I SEDER TE	PLACE	LOCATION
	S FDR M	W 14" C	SAS
LINE.			
ABOR HE FOREMAN	- Tom ANOV	REOU	El .
2 MES APPRENTI		PROCHASKA	0 11
	( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )		F10/28/14
SUPERIOR ENS	PECTIONS - SE		tTIONS.
		TOTAL MATERIALS	
		TOTAL LABOR	
AS DELIVERY TRUCK REQUIRED	GY ON	TAX	
DRIK ORDERED BY	1	TOTAL AMOUNT	\$
THE ADDRESS OF THE PROPERTY OF	10/25/14	CI TOTAL AMOUNT DUE POR ABOVE WORK; OR	O TOTAL BRAING TO BE MALED WHEN JOB FRIENDS

STATE CONTRACTORS LIC. 545901



## CITY COMMERCIAL PLUMBING, INC.

Plumbing Contractors and Consultants

16106 Cohasset St., Van Neys, CA 91406 . (818) 785-1145 . Fax (818) 785-0588

EXTRA WORK COP CHANGE OFFICE CO 1 38 PCI 252 GENERAL CONTRACTORS REFERENCE & RF1 310 DIRECENS O COMPLETED (Date: .. CUSTOMER ORDER NO. PHONE BUILDERS WORK DONE ON CITY I APPROVED EXTRA JOB HAME AND LOCATION EHONWOOD LOCATION OF WORK, Rm# 2-FLOOR **COLUMN LINE LOGATION** DESCRIPTION OF WORK TOTAL MATERIALS TOTAL LABOR WAS DELIVERY TRUCK REQUIRED TAX WORK ORDERED BY TOTAL AMOUNT I) NO ONE HOME CI TOTAL BILLING TO I HEREBY ACKNOWLEDG C) TOTAL AMOUNT DUE FOR ABOVE WORK; OR OF MALED WHEN JOB FINISHED. BUNATURE .

(PH OR SUPERBYTENDENT ON (QE)

STATE CONTRACTORS LIC. 565901



# CITY COMMERCIAL PLUMBING, INC. Plumbing Contractors and Consultants 16106 Coliosset St., Van Nays, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

GENERAL CONTRACTORS REFERENCE & PC1252/RF1310

C COMPLETED (Date:)	DAY	27/17
CUSTOMER ORDER NO. PROME		STATING DATE
SWINGETON BUILDED	5	ORDER YAKEN BY
ADDRESS		D PROPOSAL ONLY D-WORK DONE ON
an		TIME + MATERIAL D APPROVED EXTRA
JOS NAME AND LOCATION LEMONUSOON K-	-8	
LOCATION OF WORK, Rim 2-114/118 M.S.E.W		
COLUMN LINE LOCATION FLOOR		
ESCRIPTION OF WORK CORE 2-3" INC		I'H" GAS
	DR NEW	
SHES FORGHAN SHES APPRINTED LINES DEFINISHED DUNGE-RE	e-ved Rement	Core Menon
	TOTAL MATERIALS	
	TOTAL LABOR	
DELNERY TRUCK REQUIRED A D M	TAX	
K ONDERED BY	TOTAL AMOUNT	\$
THE ACTOR TO SEE THE ACTOR FOR PLETTON OF NO CHE HOME IN THE PROPERTY OF THE P	O TOTAL AMOUNT DUE FOR ABOVE WORK; OR	C) TOTAL BELIEF TO BE MALED WHEN JOB FAREHED.
DIN CR SI PERSONALI CONTROL	STATE CO	NTRACTORS LIC 565901



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohouset St., Van Nays, CA 91406 \* (818) 785-1145 \* Fax (818) 785-0588

# EXTRA WORK

COP CHANGE ONDER R. 3	BIGG POF	252/RF1	310
-----------------------	----------	---------	-----

WORK:	<i>y</i> =	
artinoma.		OF WIDRIK
CLOOMPLETED (Door)	10	0/30/17
CUSTOMER ORDER NO. PHONE		STARTING DATE
BULLTO SWIMERTON BUILDERS	-	CON PROCESSION
ADDRESS		D PROPOSAL ONLY DYNORK DONE ON THIS + MATERIAL
CITY		D APPROVED EXTRA
JOB NAME AND LOCATION LETHONANCOO K-8		
LOCATION OF WORK, SIMS 2-114/118 N.S.E.W		
COLUMN LINE LOCATION FLOOR		
DESCRIPTION OF WORK		
PERIN INSTAULATION OF	= 1/4" G	15 LINE
TO MAN-7 C. BINGZ	LITCHEN!	
LABOR CHANGE TO SHALL	71-	
	MOENAN	
BIKS APPRINTICE - ALFONS	O CLADAVE	
- HR FOREMAN - Tem Ano	alsou	
	TOTAL MATERIALS	
	TOTAL LABOR	
MAS DELIVERY TRUCK REQUIRED QY 24	TAX	
WORK ORDERED BY	TOTAL AMOUNT	\$
HEREEY ACKNOWLEDGY THE SECRETORY COMPLETION IS NO ONE HOME THE ABOVE OBSCHART WORK  10/31/14	O TOTAL AMOUNT DUE FOR ABOVE WORKS OR	O TOTAL BILLING TO BE MAN ED WHEN JOB FRIESHED.

PH OR SUPERINTENDENT ON JOY

STATE CONTRACTORS LIC. \$49101



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Von Aluys, CA 91406 • [818] 785-1145 • Fax [818] 785-0588

WORK:		4	F WORK
COMPLETED (Date:	-1	10	51/1/
CUETOMEN ORDER NO.	PHONE		STARTING DATE 10 125 117
SWINGSTON	Bunoces		DO THE EN
ADDINGS			DIPAGPORAL ONLY
			TIME + MATERIAL
CHY			APPROVED EXTRA
JOS NAME AND LOCATION	LONGOO K-	8	
LOCATION OF WORK, Ring 2-114	1/118_ NAEW		
COLUMN LINE LOCATION	FLOOR		
DESCRIPTION OF WORK		•	
CONTINUE 11	NSTALLATION	OF 1'4" G	AS LINE
TO MAU-2	PER RE1	310, Hux	G PIPE
FROM POC G		ENTRY TH	
	DOCK A INTE	4.6	
TO COKOING		A LIVERENCE	
LABOR BIYES PLUMBE	DE SHAWN	Ansie de 1	
		O ENDAVE	
Bles APPEAR	CE PURENTS	O PUDAVE	
		TOTAL MATERIALS	
		TOTAL LABOR	
NAS DELIVERY TRUCK REQUIRED	OY ON	TAX	
WORK ORDERED BY	11	TOTAL AMOUNT	\$
HERESY ACRONIC DESCRIPTION OF THE ABOVE PROCESSION OF	CONTENION DECONETION	© TOTAL AMOUNT DUE FOR ABOVE WORK; OR	CI TOTAL BRAING TO BE INVESTED WHEN JOB FRIENDS.
IONATURE			



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohassel St., Van Nuys, CA 91406 • [818] 785-1145 • Fax (818) 785-0588

## EXTRA WORK

GENERAL CONTRACTORS REFERENCE & PCL 252/RF1 310

WORK					
a bugowa	2			DATE O	F WORK
O COMPLETED (Date:	_) ]			11/	1/17
CUSTOMER ORDER NO.	PHONE				STARTING DATE
SWINER R	Bu Bu	LOS	5		ORDER TAKEN BY
ADDRESS					PROPOSAL ONLY
em	· · · · · · · · · · · · · · · · · · ·	<del></del>			TIME + MATERIAL
					D APPROVED EXTRA
JOB NAME AND LOCATION	MONLOC	D K	(-8		
LOCATION OF WORK, Rin # 2-11					
COLUMN LINE LOCATION		ook			
DESCRIPTION OF WORK		-			
CHIPLETED 1%	J GKS	LINE	= 10	MAU	-21
BETWEEN INSTAL	4 OF	114" G	ME LIA	15 77	D MARI-1
@ RESTROYM	2-120				
			<u> </u>		
		·			
LABOR SHRS PLUM	80R -	STOR	w HOF	MAN	
BHRS PEUM BHRS APPL	ENTICE	- ALFO	NSO G	WALK	
				,	
			TOTAL	MATERIALS	
	•			TAL LABOR	
WAS DELIVERY TRUCK REQUIRED	CIV. C	2 N	10	TAX	
WORK ORDERED BY			TOTA		
DAG	100		101/	L AMOUNT	
CHEREBY ACKNOWLEDG THE SKITHFACTO	CONTRACTION	O NO PHE HON		MOUNT DUE OVE WORK; OR	D TOTAL BALING TO BE MAKED WHEN JOB FINISHED.
PH ON SUPE	AINTENDENT ON JOY	/17		STATE CO	NTRACTORS LIC SISIN



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants
16106 Cohasset St., Van Noys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

GENERAL CONTRACTORS REFERENCE & PC | 252/RFI 310

WORK			
SONGONG	1	1	OF WORK
O COMPLETED (Date:	_1	11/	02/17
CUSTOMER ORDER NO.	PHONE		STARTING DATE 10 1 25 1 17
BILL TO SWIDER TO	n Builders		ORDER TAKEN BY
ADDRESS			D PROPOSAL ONLY
			U WORK DONE ON TIME + MATERIAL
CITY			O APPROVED EXTRA
JOB HAME AND LOGATION	eman Wood K	- 4	
LOCATION OF WORK, Rm # 2-11			0
COLUMN LINE LOCATION	FLOOR		
DESCRIPTION OF WORK			
Restenan 120 -	2 Mas and 1/2	Giv. they Root	to MAU-Z
Test of Gos line	for RM 120 a	nd May-2 T	bru Roof
Complete			
CHANGE STATE OF THE STATE OF TH			
LABOR			
& HRS PLUMB	ER - Shown Hofm	an	
GHES APPREN	TICE- Alfonso 1	solave	
		TOTAL MATERIALS	
		TOTAL LABOR	
WAS DELIVERY TRUCK REQUIRED	OY ON	TAX	
HORK ORDERED BY		TOTAL AMOUNT	\$
HERESY ACREOVALEDON (SE EN TOWACT)	11/2/07	FOR ABOVE WORK; OR	O TOTAL BILLING TO BE MAILED WHEN JOB PRINSHED.
IGNATURE TO THE SAME	RENTENDENT ON IOE	STATE C	ONTRACTORS LIC 345001



CITY COMMERCIAL PLUMBING, INC.

Plumbing Contractors and Consultants

16106 Cohasset St., Van Nays, CA 91406 • [818] 785-1145 • Fax (818) 785-0588

# EXTRA WORK

CCP CHANGE ORDER 4: #39 GENERAL CONTRACTORS REFERENCE # PC 1 252 | R FI 310

ADDRESS Builders	STARTING DATE 10 125 117 ORDER TAKEN BY D PROPOSAL ONLY D WORK DONE ON TIME + MATERIAL APPROVED EXTRA
CUSTOMER ORDER NO.  PHONE  BILL TO  Swings for Builders  ADDRESS  CITY  LOB NAME AND LOCATION  Lemen Wood K-8  LOCATION OF WORK, Rm & 2-114/H2/120 N.S.E.W  COLUMN LINE LOCATION  DESCRIPTION OF WORK  COLUMN OF WORK	STARTING DATE 10 125117 ORDER TAKEN BY D PROPOSAL ONLY D WORK DONE ON TIME + MATERIAL APPROVED EXTRA
BILL TO  Swingston Builders  ADDRESS  GITY  JOB NAME AND LOCATION  Lemen Wood K-8  LOCATION OF WORK, Rm. 2-1/4/H2/120 N.S.E.W  COLUMN LINE LOCATION  DESCRIPTION OF WORK  Condessed They Reaf @ May	ORDER TAKEN BY  PROPOSAL ONLY  WORK DONE ON TIME + MATERIAL  APPROVED EXTRA
COLUMN LINE LOCATION  DESCRIPTION OF WORK  DESCRIPTION OF WORK  DESCRIPTION OF WORK  COLUMN LINE LOCATION  DESCRIPTION OF WORK  COLUMN LINE LOCATION  DESCRIPTION OF WORK  COLUMN LINE LOCATION  DESCRIPTION OF WORK	PROPOSAL ONLY D WORK DONE ON TIME + MATERIAL APPROVED EXTRA
ADDRESS  CITY  JOB NAME AND LOCATION  Lemen Wood K-8  LOCATION OF WORK, RED 2-114/H2/120 N.S.E.W  COLUMN LINE LOCATION  DESCRIPTION OF WORK  Condessed They Reaf @ May	PROPOSAL ONLY D WORK DONE ON TIME + MATERIAL APPROVED EXTRA
LOCATION OF WORK, Rm = 2-114/114/120 N.S.E.W  COLUMN LINE LOCATION  DESCRIPTION OF WORK  COLUMN LINE LOCATION  DESCRIPTION OF WORK	WORK DONE ON TIME + MATERIAL APPROVED EXTRA
LOCATION OF WORK, Rm = 2-1/4/H9/IZO N.S.E.W  COLUMN LINE LOCATION FLOOR  DESCRIPTION OF WORK  Considered work & Condensate Thru Roof @ Many	TIME + MATERIAL APPROVED EXTRA
LOCATION OF WORK, RM 2-114/H2/120 N.S.E.W  COLUMN LINE LOCATION FLOOR  DESCRIPTION OF WORK  Concluded wrate of Condensate Thru Roof @ May	APPROVED EXTRA
LOCATION OF WORK, Rms 2-111/112/120 N.S.E.W  COLUMN LINE LOCATION FLOOR  DESCRIPTION OF WORK  Concluded water a Condensate Thru Roof @ May	I CMPR
Lemen Wood K-8  LOCATION OF WORK, Rm # 2-114/112/120 N.S.E.W  COLUMN LINE LOCATION FLOOR  DESCRIPTION OF WORK  Concluded water & Condensate Thru Roof @ May	I CMPR
COLUMN LINE LOCATION FLOOR  DESCRIPTION OF WORK  Concluded wrote a Condensate Thru Roof @ May	I CMPR
DESCRIPTION OF WORK  Considered water a Condensate Thru Roof (2) May	I CMPR
Canalated water a Condensate thru Roof @ May.	I CMPR
Completed water & Condensate thru Roof @ Man. Kitchen Roo Condensate Inside wall to general	CMPA
Kitchen) Ran Condensate Inside wall to general	0.00
Kitchen Kan Condensate Inside wall to general	area.
hang a sa na mangalik manggalan kan ang manggalan kan hina di kan bangan kan di kan di kan di kan di kan di ka	
of the floor sink. Insulated condensate line.	Protected
all koof fenetrations.	
The second of th	
A CONTRACT OF THE PROPERTY OF	
And the second of the second o	
LABOR	24
8-HRS-Plumber - Shown Holman	
duthe Area Line Attach Endoug	
8-HRS- Apprentice - Alfonsa Endave	9
TOTAL MATERIALS	
TOTAL LABOR	
WAS DELIVERY TRUCK REQUIRED DY DN TAX	
	\$
WOMEN CHINATED BY	*
HEREBY ACKNOWN ETGE THE SATISFACTORY CHAPLETION O NO ONE HOME TOTAL AMOUNT DUE FOR ABOVE WORK; OR	U TOTAL BILLING TO BE MARLED WHEN JOB FINISHED.
CONATURE STATE OF THE STATE OF	AND THE PARTY OF T



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohaust St., Van Nays, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

# EXTRA WORK

GENERAL CONTRACTORS REFERENCE IN PC1 252/RFI 310

CI COMMITTED DANK TO COMMITTED BONNS TO COMMITTED B					E OF WORK
CUSTOMER ORDER NO.	PHONE				STARTING DATE
Swigerfon	Build	• 15			ORDER TAKEN BY
ADDRESS	20110				D PROPOSAL ONLY D WORK DONE ON THE + MATERIAL
city					D APPROVED EXTRA
JOS NAME AND LOCATION	emon Woo	d K-8			
LOGATION OF WORK, THE 2-	114/114/120	N.S.E.W		• .	
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CITY COMMERCIAL PLUMBING, INC.

Plumbing Contractors and Consultants

16106 Cohassat St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

# EXTRA WORK

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# **Superior Inspection**

& Leak Detection, Inc. 154 W. Foothill Blvd., #A216 Upland, CA 91786 888-679-0953

Bill To:

City Commercial Plumbing 16106 Cohasset Street Van Nuys, CA 91406 818-785-1145 X105

using GPR & RD-8000 line location equipment

562/0438/1200-0x Invoice

Number: 1158

Date: O

Utility Location

Payment

October 26, 2017

Ship To:

City Commercial Plumbing 16106 Cohasset Street Van Nuys, CA 91406 818-785-1145 X105

Terms	Inspector	Туре			
COD	A. Scott	Commercial			
Service			Description	а	Amount
Located underground utilities in designated area		Utility Location		400.00	

Job Site Location: Lemonwood Elementary School 2200 Carnegie Court Oxnard, CA 93033

Customer's	Olas made stee.		
JUSCONCELS	Signathie	 	

Thank you for your business.

Payment (Check (23443)

Sub-Total State Tax 8.25% on 0.00

0.00

\$0.00

Total

\$0.00

(400.00)

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

he" Onder

Mike's Portable Welding 21311 Lopez St

Woodland Hills, Ca 91364

"C" miner

City Commercial Plumbing,Inc. 16106 Cohasset St Van Nuys,CA 91406

562/con#38/1000

<u> </u>	Desir offer		
welding	4 hours minimum charge. Welding a gas line at 2200	600.00	600.00
	Camegie Court. Oxnard, CA. ( change order)		
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## **CHANGE ORDER PRICING #8074-10**

Est. 1957 Lic. No. 689961

1490 N GLASSELL STREET ORANGE, CA 92867 Phone: 714-633-0030

Fax: 714-633-0280

To:

SWINERTON BUILDERS

865 SOUTH FIGUEROA STREET, STE 3000.

LOS ANGELES, CA, 90017 Phone: 213/896-3400

Fax: 213/896-0027

JOB:

JOB NO: 8074

LEMONWOOD K-8 SCHOOL LLB

Owner/Arch Reference #

**Brief Description** 

16055106-034

Install TPO pipe Boots

**Change Order Type** Submitted Date

CHANGE IN CONTRACT SCOPE

10/2/2017

**Accepted Date** 

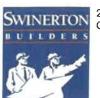
Status

**PENDING** 

Approved CO NO

Item No	Description	Qty/Unit	Unit Cost	Amoun
	Provide and Install 5 TPO Pipe Boots at MPR Bidg. RFI #310	per		
1	Firestone TPO - Pipe Boots - Large	5.00 cart	\$50.00	\$250 00
2	Multi Purpose Sealant	5.00 tube	\$7.00	\$35 00
3	Foreman Labor	8 00 hr	\$81.25	\$650.00
4	Labor	8 00 hr	\$74.95	\$600.00
		Tax	9.00 %	\$26.00
	C.O. Ov	erhead	10.00 %	\$156.00
	C.O	Profit	5.00 %	\$78.00

Original Contract Sum	#152~4y************************************		\$614,900.00
Pending Change Orders			40.00
Approved Change Orders to Date		elumbukkunissi jikmid kyükunski üünnegi tünsdi kküçük	8,499.00
Contract Sum prior to this Change	Order		\$623,399.00
Contract Sum increased/(decrease	d) by this Change Order	\$	\$1,794.00
Contract Sum including this Chang	e Order		\$625,193.00
	<u> </u>		
Approved by:		Submitted by: Joe Suttle	
Signature:	Date:	Signature:	Date: 10/02/2017



2200 Carnegie Court, Oxnard, CA, 93033

# Request For Information # 00310

To:

SVA ARCHITECTS, INC.

RFI Date: Date Due: 09/08/2017

Attention: CC:

Tom Bardwell Chris Yafuso Paul Vernier

RFI Type: Priority:

09/15/2017 Plumbing

Gus Carillo

Schedule/Activity ID:

P2-11.2

High

Christopher Barbato

Document Reference: Spec Section:

Status:

22000 Returned

Subject:

MAU's on MPR Roof Not Shown on Plumbing Drawings

### **INFORMATION REQUESTED:**

Requested By:

Nalani Scanlon

The Mechanical Drawings show an MAU-1 and an MAU-2 on the roof of the MPR building (see attached). The Plumbing Drawings do not show these units nor any services connecting to them. If a gas, make up water or condensate drain is required, please provide design including routing, sizing and POC's to the various utilities.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 10/12/2017

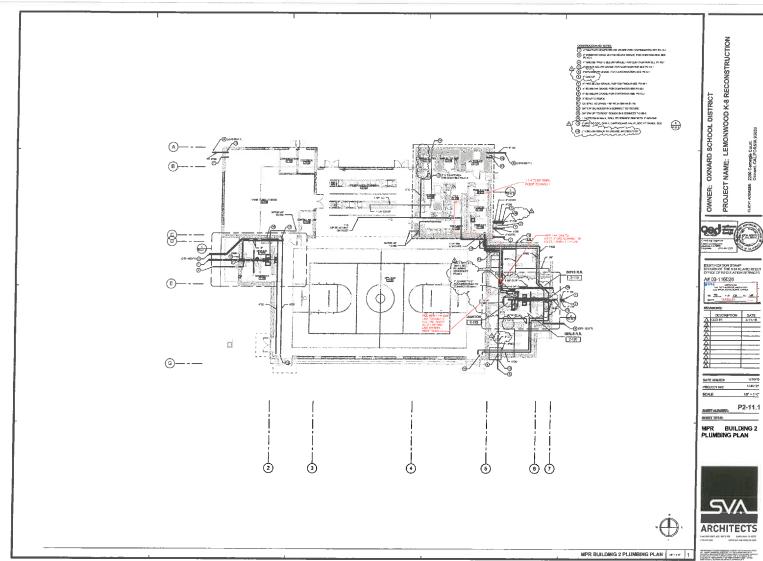
See attached sketches. Tom-SVA-10/12/17

### **ATTACHMENTS:**

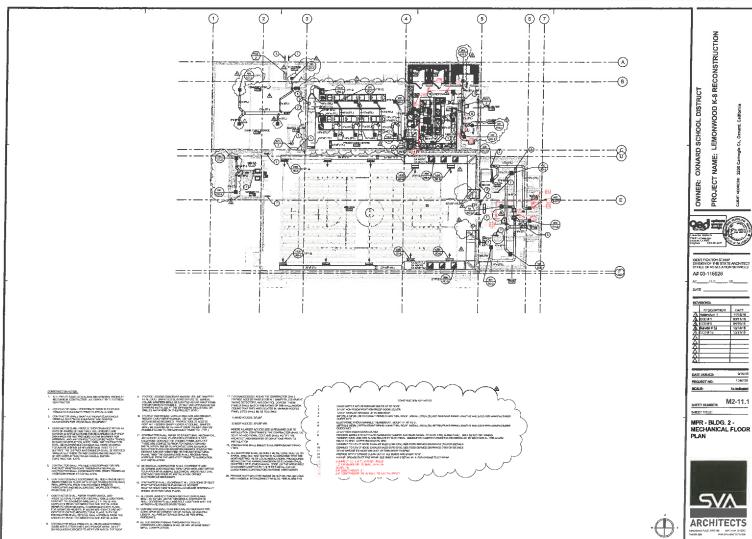
LEMONWOOD K-8 CCP RFI044 RFI 310 sketches

**RFI Detail** Attachments **Related Objects** History RFI No. 00310 Status Open Submitted 09/08/2017 10:07 AM From Nalani Scanlon Co-Author Bob Zio Co-Author RFI No. CCP-00044 Forwarded From CCP-00044 To Tom Bardwell Received 09/08/2017 01:53 PM CC Chris Yafuso, Christopher Barbato, Gus Carillo, Paul Vernier Subject MAU's on MPR Roof Not Shown on Plumbing Drawings Change # Date Created 2017-09-08 Date Required 2017-09-07 RFI Type Plumbing RFI Priority High Schedule / Activity Document Reference P2-11.2 Spec Section 22000 Other RFI Type Area Source The Mechanical Drawings show an MAU-1 and an MAU-2 on the roof of the MPR building (see attached). Question The Plumbing Drawings do not show these units nor any services connecting to them. If a gas, make up water or condensate drain is required, please provide design including routing, sizing and POC's to the various utilities. Suggestion Possible Cost Potentially Cost Amount Impact Possible Time Potentially Days Impact Answered By Jeff Walker Date Answered Sept. 21, 2017 Answer See attached drawings for water, drain and gas piping required for the two MAU's

Sort	:N		Notes
	Author: Nalani Scanlon	Date: 09/08/2017 10:07 AM	
	Forwarded by Nalani Scanlon to Tom Bardwell as 00310		



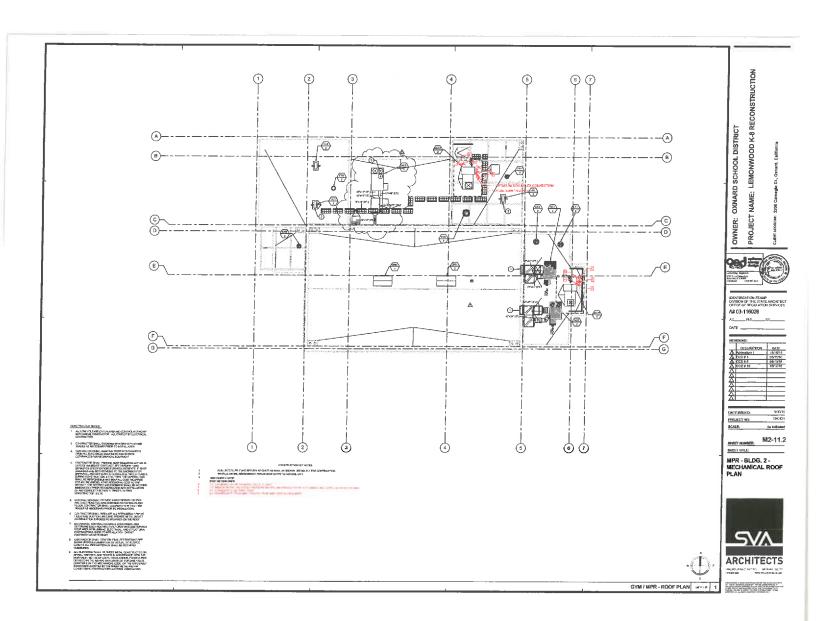
MPR BUILDING 2 PLUMBING PLAN | serve | 1



MPR - BLDG. 2 -MECHANICAL FLOOR PLAN



GYM / MPR - FLOOR PLAN W 1



#### **Tom Bardwell**

From:

Tom Bardwell

Sent:

September 29, 2017 9:20 AM

To:

'Bill Gray'; Gary Hackler

Cc:

Nalani Scanlon; Christopher Barbato

Subject:

RE: RFI 310 - TK1SC RESPONSE (003).PDF

Bill/Chris,

Please see below for responses to your comments.

- Where are we getting gas from for MAU-2 Wasn't it the contractor who said there is an existing 1 1/4" we can connect to?
- CW piping. Plan calls for "" pipe. "" not available in hard pipe(only "hard pipe is ultra-pure for nitrogen piping, too expensive). Suggest using ½" CW pipe and all ancillary devices. ½" is acceptable
- Clarify exactly where/what we are to use for condensate drain at MAU-2. The plan is ambiguous Type M
- Back-flow device needs to be ½" to match piping size Agreed

#### Thanks,

#### Tom Bardwell

Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu

3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380

www.sva-architects.com







Please consider the environment before printing this email and/or any attachments

From: Bill Gray [mailto:BGray@swinerton.com]

Sent: September 28, 2017 11:42 AM

To: Tom Bardwell <tbardwell@sva-architects.com>; Gary Hackler <GHackler@swinerton.com> Cc: Nalani Scanlon <NScanlon@swinerton.com>; Christopher Barbato <CBarbato@swinerton.com>

Subject: RE: RFI 310 - TK1SC RESPONSE (003).PDF

#### Tom,

A few comments for your consultant...

- Where are we getting gas from for MAU-2
- CW piping. Plan calls for 1/2" pipe. 1/2" not available in hard pipe (only 1/2" hard pipe is ultra-pure for nitrogen piping, too expensive). Suggest using ½" CW pipe and all ancillary devices.
- Clarify exactly where/what we are to use for condensate drain at MAU-2. The plan is ambiguous
- Back-flow device needs to be 1/2" to match piping size

#### Thank you

#### Bill Gray, LEED AP

#### Project Manager | Swinerton Builders OCLA

T805.832.4993 | C 949.355.6822

From: Tom Bardwell [mailto:tbardwell@sva-architects.com]

Sent: Wednesday, September 27, 2017 2:16 PM

To: Bill Gray < BGray@swinerton.com >; Gary Hackler < GHackler@swinerton.com >

Cc: Nalani Scanlon < NScanlon@swinerton.com > Subject: FW: RFI 310 - TK1SC RESPONSE (003).PDF

Bill,

Not sure when Chris is coming back but please see email below from my engineer relating to Chris' comment that I sent to him

I have attached it for reference.

Thanks,

#### **Tom Bardwell**

Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu

3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380

www.sva-architects.com



Please consider the environment before printing this email and/or any attachments

AFRICATION COSTS

From: Tom Bardwell

Sent: September 27, 2017 11:24 AM

To: 'Christopher Barbato' < CBarbato@swinerton.com > Subject: RE: RFI 310 - TK1SC RESPONSE (003).PDF

Chris,

See response from my plumbing engineer.

#### Tom,

Yes, they can take the lines to the roof receptor, much shorter run, saves money.

Jeff Walker

Associate - Plumbing

tk1sc | www.tk1sc.com

Direct: 949.751.5964 | Office: 949.751.5800 | Mobile: 714.599.2089

Thanks,

#### **Tom Bardwell**

Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu

3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380

www.sva-architects.com

N M E

Please consider the environment before printing this email and/or any attachments

APPEND TUTS

From: Christopher Barbato [mailto:CBarbato@swinerton.com]

**Sent:** September 22, 2017 6:13 AM

**To:** Tom Bardwell < tbardwell@sva-architects.com > **Subject:** RFI 310 - TK1SC RESPONSE (003).PDF

Tom,

Please see my notes.



November 13, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0257

Add power to electric water heaters in MPR 2-123 and 2-124

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install all conduit, boxes, fittings, wire and breakers to supply power to electric water heaters in adult restrooms 2-123 and 2-124

Phase	Category	Description	Subcontractor	Quote
260010	71140	Furnish and install all conduit, boxes, fittings, wire and breakers to supply power to electric water heaters in adult restrooms 2-123 and 2-124	TAFT ELECTRIC COMPANY	3,526.00
		The state of the s	Subtotal	3,526.00
007480	71160	Subguard	1.15%	40.55
007410	71160	Builders Risk	0.6%	21.40
007420	71160	General Insurance	1.15%	41.02
007510	71160	P&P Bond	1%	35.26
991000	79999	Change Order Fee	5%	181.45
			Markup Subtotal	319.68
			PCI Total	3,845.68

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 3,845.68.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job cost and schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
Bill Gray PM 11/13/2017	By:
Date:	Date:



Page 1



Prolog Manager

Printed on: 10/30/2017 TaftProlog

# **Change Order Request**

Detailed, Grouped by Each Number

2200 Ca	.emonwood arnegie Court , CA 93033	Project # 2241 Tel: Fax:		Taft	Electric Compan
Chang	ge Order Request: 055				Date
To:	Bill Gray Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	From:	Matt Gobuty Taft Electric Com P.O. Box 3416 Ventura, CA 93		
Descr	iption		Category	Status	
	estroom Electric Water Heaters			Submitted	
Refere	ence	Required	d By	Days Req	Amt Req
RFI 064	1			0	3,526
Notes					
We are	submitting the above cost to add (2)	40A 2-Pole circuits to feed the MPR	restroom water hea	aters per the respons	e to the attached
Attache Matt Go Project (805)65	d is the back up for your review. Plea buty Manager 4-7994	ase call should you have any question	ons.		
PCO N Descri		Notes	t Prop Days Red	q Category	Reason
Approv	ed By:	Notes			
Signatu	ıre				
Name			Date		

### TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#:	55
				CUST RFP#:	
COR DESCRIPTION:	MPR Restroom	Electric Water Heaters	5	DATE:	10/30/2017
-					

TAKE OFF			
DESCRIPTION	MATERIAL	HOURS	
Takeoff (see attacched)	\$754.50	19.84	
Layout & Coordination	\$0.00	2.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
ТО	TAL \$754.50	21.84	

TAKEOFF MATERIAL			
%	DESCRIPTION	AMOUNT	
0.00%		\$0.00	
7.75%	SALES TAX	\$58.47	
0.00%		\$0.00	
0.00%		\$0.00	
	SUBTOTAL MATERIAL	\$812.97	
15.00%	OVERHEAD & PROFIT	\$121.95	
	TOTAL TAKEOFF MATERIAL	\$934.92	

QUOTED MATERIAL VENDOR DESCRIPTION AMOUNT					
VENDOR					
Main Elect	40A Breakers	\$330.00			
	Safety Switches	\$213.00			
		\$0.00			
		\$0.00			
		\$0.00			
		\$0.00			
	SUBTOTAL QUOTES	\$543.00			
7.75%	SALES TAX	\$42.08			
0.00%		\$0.00			
0.00%		\$0.00			
0.00%		\$0.00			
	SUBTOTAL QUOTES	\$585.08			
15.00%	OVERHEAD & PROFIT	\$87.76			
	TOTAL QUOTES	\$672.84			

	SUBCONTRACTORS	
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL SUBCONTRACTS	\$0.00

LABOR EXPENSES				
TYPE	HOURS	RATE	AMOUNT	
STRAIGHT TIME	21.84	\$84.42	\$1,843.73	
	0.00	\$0.00	\$0.00	
	0.00	\$0.00	\$0.00	
	0.00	\$0.00	\$0.00	
	0.00	\$0.00	\$0.00	
	0.00	\$0.00	\$0.00	
	SUBTOTA	AL LABOR	\$1,843.73	
0.00%			\$0.00	
0.00%			\$0.00	
0.00%			\$0.00	
0.00%			\$0.00	
0.00%			\$0.00	
0.00%			\$0.00	
0.00%			\$0.00	
	SUBTOTA	AL LABOR	\$1,843.73	
	TOTA	L LABOR	\$1,843.73	

	DIRECT JOB EXPENSES	
%	DESCRIPTION	AMOUNT
1.00%	AS BUILTS / O&M'S	\$34.51
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
	SUBTOTAL DJE	\$34.51
15.00%	OVERHEAD & PROFIT	\$5.18
	TOTAL DJE	\$39.69

C	HANGE REQUEST SUMMARY	1		
	TAKEOFF MATERIAL	\$934.92		
	QUOTED MATERIAL	\$672.84		
	SUBCONTRACTORS	\$0.00		
	LABOR EXPENSES	\$1,843.73		
	DIRECT JOB EXPENSES	\$39.69		
su	IBTOTAL CHANGE REQUEST	\$3,491.19		
0.00%		\$0.00		
0.00%		\$0.00		
1.00%	BOND COSTS	\$34.91		
CHAI	CHANGE PROPOSAL TOTAL \$3,526			

#### MAIN ELECTRIC SUPPLY CO.

3600 W. Segerstrom Ave. Santa Ana, CA 92704 PH:(949)833-3052 FAX:(949)271-5704

MAIN					QUOTE SHEET
electric				DATE:	10/30/2017
supply co	TO:	TAFT ELECTRIC	JOB:	LEMONDWOOD	
				REF# COR 055	
	ATTN:	MATT GOBUTY			

TYPE	QUANTITY	DESCRIPTION				Т	OTAL
	2	BAB240H	\$	165.00		\$	330.00
		BREAKER FOR PANEL G4					
- Common of the							
			SUBTO	ΓAL		\$	330.00

NOTES:

Quote include Freight.

Any changes to this BOM will require a revised price!

Any material that is NOT shown on this BOM are NOT included in your cost & should NOT be assumed to be included!

NO BID on coordination study or any testing of any kind unless otherwise noted!

THESE PRICES ARE FIRM FOR 30 DAYS FROM THE DATE OF QUOTE!

#### MAIN ELECTRIC SUPPLY CO.

3600 W. Segerstrom Ave. Santa Ana, CA 92704 PH:(949)833-3052 FAX:(949)271-5704

/	M	AIN						QU	OTE S	HEET
(	ele	ectric				DATE	:		10/30	/2017
	s	upply co	TO:	TAFT ELECTRIC	JOB:	LEM	ONDWOOD	)		
						REF#	COR 055			
			ATTN:	MATT GOBUTY						
	TYPE	QUANTITY		DESCRIPTION						TOTAL
		2	DH262UGK			\$	106.50		\$	213.00

TYPE	QUANTITY	DESCRIPTION				T	OTAL
	2	DH262UGK	\$	106.50		\$	213.0
d.							
	W 300						
			SUBTOTA	L		\$	213.0

NOTES:
Quote include Freight.
Any changes to this BOM will require a revised price!
Any material that is NOT shown on this BOM are NOT included in your cost & should NOT be assumed to be included!
NO BID on coordination study or any testing of any kind unless otherwise noted!
THESE PRICES ARE FIRM FOR 30 DAYS FROM THE DATE OF QUOTE!

#### **Matt Gobuty**

From:

CMiC I/O <cmicionewprod@swinerton.com>

Sent:

Thursday, October 12, 2017 7:58 AM

To:

Matt Gobuty

Subject:

16055106MG RFI TAFT-00059 TEC RFI 064 MPR Restroom Water Heaters

**Attachments:** 

RFI 064 MPR Restroom Water Heaters.pdf

#### **RFI TAFT-00059**

From	Matt Gobuty
То	Matt Gobuty
CC	
Project	Lemonwood K-8 School LLB
Subject	TEC RFI 064 MPR Restroom Water Heaters

Author: Nalani Scanlon

Date: 2017-08-31 03:45 PM

Forwarded by Nalani Scanlon to Tom Bardwell as 00305

Subject:

TEC RFI 064 MPR Restroom Water Heaters

Date Required: 2017-07-25 **Cost Impact:** 

**Cost Amount:** 

Yes 2,500.00

Question:

See MPR Power Plan sheet E2.2.1 Room 107 and 108. No electric water heaters are shown. See sheet P2-41.1 Detail 1 which shows (2) electric water heaters. Is the intent to install these heaters? A ROM to bring two circuits from Electrical Room 2-104 to feed these

water heaters is \$2500. Please Advise.

Modified question:

See MPR Power Plan sheet E2.2.1 Room 107 and 108. No electric water heaters are shown. See sheet P2-41.1 Detail 1 which shows (2) electric water heaters. Is the intent to install these heaters? A ROM to bring two circuits from Electrical Room 2-104 to feed these water heaters is \$2500. Please Advise.

Suggestion:

Answer:

Yes, water heaters are required.

Jeff Walker - Tk1SC

9/11/17

Click here to access this RFI on-line, or simply reply to this email with your comments and any required attachments.

Note: Please ensure that you leave "16055106MG RFI TAFT-00059" in the subject line of all emails you send related to this RFI. Replies must be above the original message. Attachments will also be accepted.



#### TEC RFI 064

Detailed, RFIs without Routing Information Grouped by RFI Number

2241 Lemonwood Project # 2241 Taft Electric Company
2200 Carnegie Court Tel: Fax:

Oxnard, CA 93033

RFI#: 064			Date Created: 7/25/2017
RFI Issued To:	Contact Name	Author Company	Authored By
Swinerton Builders	Nalani Scanlon	Taft Electric Company	Matt Gobuty
865 S. Figueroa Street Los Angeles, CA 90017		P.O. Box 3416 Ventura, CA 93006	

RFI Answered By: Owner RFI Number

Subject Discipline Category

MPR Water Heaters Electrical

Cost Impact Amount Sched Impact Days Dwg Impact

Not Sure Not Sure

Cost Impact Comments Sched Impact Comments Dwg Impact Comments

Cc: Company Name Contact Name Copies Notes

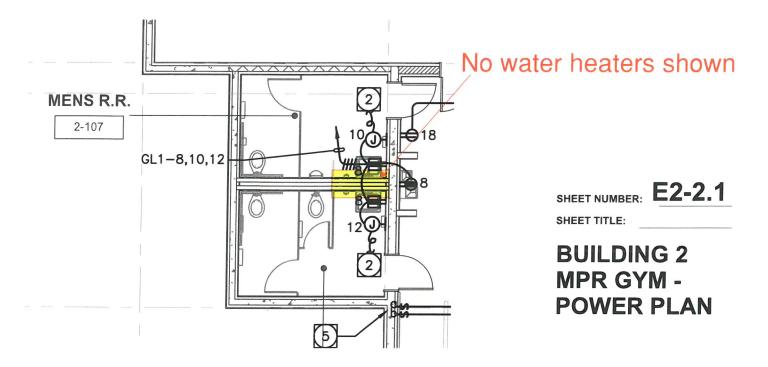
Question Date Required: 8/1/2017

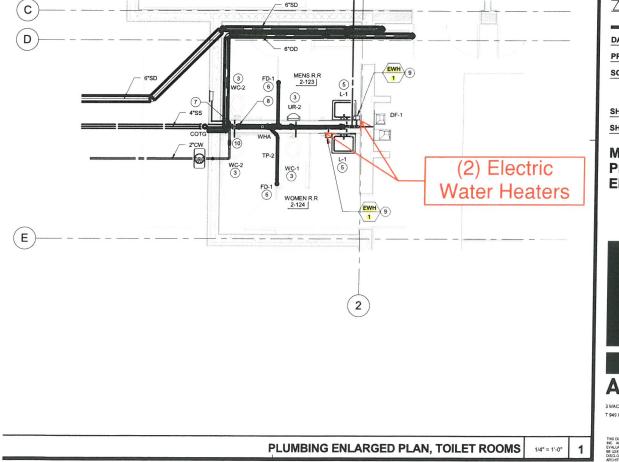
See MPR Power Plan sheet E2.2.1 Room 107 and 108. No electric water heaters are shown. See sheet P2-41.1 Detail 1 which shows (2) electric water heaters. Is the intent to install these heaters? A ROM to bring two circuits from Electrical Room 2-104 to feed these water heaters is \$2500. Please Advise.

Suggestion

Answer Date Answered:

Prolog Manager Printed on: 7/25/2017 TaftProlog Page 1











November 13, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0259

RFI 180 add electrical to smoke, fire damper previously added

Dear Mr. Burkett.

We request a Change Order to our contract for the following:

Extend 120v circuit from existing SFD to new added SFD as described in RFI 180

Phase	Category	Description	Subcontractor	Quote	
260010	71140	Extend 120v circuit from existing SFD to new added SFD as described in RFI 180	TAFT ELECTRIC COMPANY	529.00	
		· 多為一致。其實是	Subtotal	529.00	
007480	71160	Subguard	1.15%	6.08	
007410	71160	Builders Risk	0.6%	3.21	
007420	71160	General Insurance	1.15%	6.15	
007510	71160	P&P Bond	1%	5.29	
991000	79999	Change Order Fee	5%	27.22	
			Markup Subtotal	47.95	
			PCI Total	576.95	

#### TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 576.95.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
Bill Gray PM II 12 2017	Ву:
Date:	Date:



# **Change Order Request**

Detailed, Grouped by Each Number

2200 C	emonwood arrnegie Court	Project # 2241 Tel: Fax:		Taft E	lectric Compan
	, CA 93033 ge Order Request: 036				Date: 2/21/201
То:	Bill Gray Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	From:	Matt Gobuty Taft Electric P.O. Box 34' Ventura, CA	Company 16	
Descr	iption		Catego	ory Status	
Added	Classroom SFD - RFI 180			submitted	
Refere	ence	Require	d By	Days Req	Amt Red
RFI 180	0	2/28/2017	•	0	529
Notes					
	submitting the above cost to provide	120v power from the exisiting SFD	circuit to the ne	w smoke fire damper adde	ed in Swinerton
than 30	•			is proposal should the ap	proval take longer
Matt Go	Manager	ase call should you have any questi	oris.		
PCO N	lo Date Reference	An	nt Prop Days	Req Category	Reason
Descri		Notes			
Annroy	ved By:				
Signati					
Name			Date		
Prolog N	fanager Printed on: 2/21/20	17 TaftProlog			Page 1

### TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#:	36	
				CUST RFP#:		
COR DESCRIPTION:	Swinerton RFI 180 Adde	d SFD		DATE:	2/21/2017	

TAKE OFF						
DESCRIPTION	MATERIAL	HOURS				
Conest (see attached)	\$122.62	4.33				
	\$0.00	0.00				
	\$0.00	0.00				
	\$0.00	0.00				
	\$0.00	0.00				
	\$0.00	0.00				
	\$0.00	0.00				
	\$0.00	0.00				
	\$0.00	0.00				
	\$0.00	0.00				
	\$0.00	0.00				
	\$0.00	0.00				
	\$0.00	0.00				
	\$0.00	0.00				
	\$0.00	0.00				
TO	TAL \$122.62	4.33				

	TAKEOFF MATERIAL	
%	DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$9.50
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL MATERIAL	\$132.12
15.00%	OVERHEAD & PROFIT	\$19.82
	TOTAL TAKEOFF MATERIAL	\$151.94

	QUOTED MATERIAL	
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
	,	\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL QUOTES	\$0.00

	SUBCONTRACTORS	
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
1		\$0.00
		\$0.00
		\$0.00
1		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL SUBCONTRACTS	\$0.00

L/	LABOR EXPENSES					
TYPE	HOURS	RATE	AMOUNT			
STRAIGHT TIME	4.33	\$84.42	\$365.54			
DESIGN TIME	0.00	\$92.01	\$0.00			
	0.00	\$0.00	\$0.00			
	0.00	\$0.00	\$0.00			
	0.00	\$0.00	\$0.00			
	0.00	\$0.00	\$0.00			
	SUBTOTA	AL LABOR	\$365.54			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
	SUBTOTA	AL LABOR	\$365.54			
	TOTA	AL LABOR	\$365.54			

%	DIRECT JOB EXPENSES DESCRIPTION	AMOUNT
1.00%	AS BUILTS / O&M'S	\$5.17
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	<b>EQUIPMENT RENTAL</b>	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
	SUBTOTAL DJE	\$5.17
15.00%	OVERHEAD & PROFIT	\$0.78
	TOTAL DJE	\$5.95

(	CHANGE REQUEST SUMMARY	
	TAKEOFF MATERIAL	\$151.94
	QUOTED MATERIAL	\$0.00
	SUBCONTRACTORS	\$0.00
	LABOR EXPENSES	\$365.54
	DIRECT JOB EXPENSES	\$5.95
s	UBTOTAL CHANGE REQUEST	\$523.43
0.00%		\$0.00
0.00%		\$0.00
1.00%	BOND COSTS	\$5.23
CHA	NGE PROPOSAL TOTAL	\$529

Job ID: Project: 2241 LEMONWOOD COR 2241 Lemonwood COR



#### Takeoff

Vendor: COST					Labor Level: TAFT			21 Feb 2017 13	3:10:39
Region: COR 03	6 ADDED	SFD							
Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				SWINERTON RFI 180 ADDED SFD				
	0				ROOM 1-233 & 1-234				
	0				120V POWER TO ADDED SFD FROM EXISTING CIRCUIT				
TITLE	30		М		1/2" EMT (2)#12+G	0.0000	0.00	0.0000	0.00
10046	30	FT	М	1/2	EMT	0.7145	21.43	0.0300	0.90
30136	3	EA	М	1/2	EMT STEEL-COMP COUPLING	0.9779	2.93	0.0320	0.10
30216	2	EA	М	1/2	EMT STEEL COMP CONNECTOR	0.8798	1.76	0.0320	0.06
70029	70	FT	М	12	THHN/THWN CU (SOL)	0.1332	9.32	0.0040	0.28
70111	35	FT	М	12	GREEN THHN CU (GRD 20A)	0.1332	4.66	0.0040	0.14
160572	8	EA	м	#10 x 1"	TEK SCREW	0.0196	0.16	0.0000	0.00
60	7		м		CONDUIT SUPPORT 1/2"-1"	5.8000	40.60	0.2000	1.40
100152	6	EA	М	12	WIRE TERMINATION	0.0000	0.00	0.0300	0.18
150041	1	EA	М	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	4.8434	4.84	0.1200	0.12
140272	1	EA	м	20A	1P TOGGLE SPECIFICATION -GRADE	13.2024	13.20	0.1800	0.18
150094	1	EA	М	1/2"D 7.3-CI	4"SQ 1-SW RAISED CVR	1.7382	1.74	0.0500	0.05
65	1		М		4S/5S BOX SUPPORT	5.4999	5.50	0.2500	0.25
TITLE	1		М	1/2	FLEX-STL CONDUIT WHIP	0.0000	0.00	0.0000	0.00
50001	3	FT	М	1/2	FLEXIBLE STEEL CONDUIT	0.4947	1.48	0.0280	0.08
50023	1	EA	М	1/2	FLEX COND ANGLE CONN	2.6332	2.63	0.1008	0.10
50034	1	EA	М	1/2	FLEX COND STRAIGHT CONN	0.6737	0.67	0.0840	0.08
40207	2	EA	М	1/2	GRD BUSHING INSULATED	5.8391	11.68	0.2000	0.40
						Phase Totals:	122.62		4.33
						Job Totals:	122.62		4.33

Taft Electric Company

1694 Eastman Avenue Ventura, CA 93003 Phone: 805-642-0121 Web: www.taftelectric.com

Page 1 of 1

### **Matt Gobuty**

From:

CMiC I/O <cmicionewprod@swinerton.com>

Sent:

Thursday, February 16, 2017 9:33 AM

To:

Matt Gobuty

Subject:

16055106MG RFI 00180 FSD at Dirty Lab-1/2

**Attachments:** 

RFI 180 sketches.pdf; RFI 13 FSD at Dirty Lab-1 and 2.xls

### **RFI 00180**

From	Matt Gobuty
То	Matt Gobuty
CC	
Project	Lemonwood K-8 School LLB
Subject	FSD at Dirty Lab-1/2

Author: Huy Le

Date: 2017-01-10 02:52 PM

OED confirms a Fire Smoke Damper is required at this location. Please see attached revised drawing.

Author: Nalani Scanlon

Date: 2016-12-23 10:18 AM

Forwarded by Nalani Scanlon to Tom Bardwell as 00180

Subject:

FSD at Dirty Lab-1/2

Date Required: 2017-01-05 **Cost Impact:** 

Cost Amount:

Question:

On sheet M1-11.2.A grid 2 between G and H, 28"x14" duct is passing through a fire rated wall. Please confirm a Fire Smoke Damper is

required at this location.

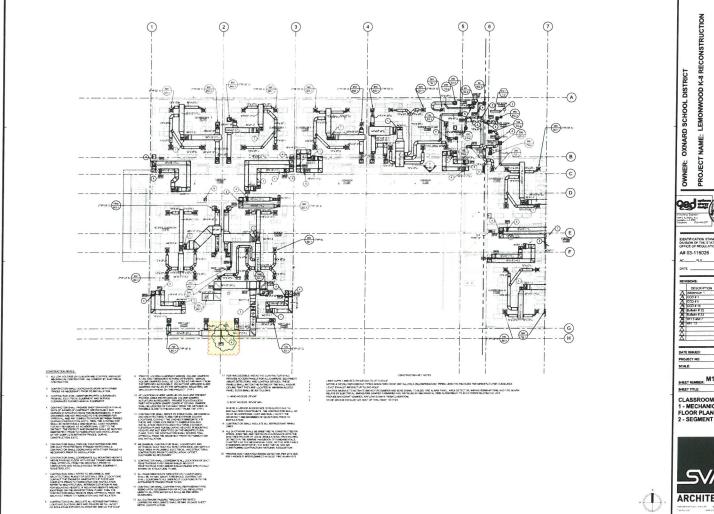
#### Suggestion:

Answer:

Fire Smoke Damper is required at this location. Please see attached revised drawing.

Click here to access this RFI on-line, or simply reply to this email with your comments and any required attachments.

Note: Please ensure that you leave "16055106MG RFI 00180" in the subject line of all emails you send related to this RFI. Replies must be above the original message. Attachments will also be accepted.



PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION

DENTIFICATION STAMP DNISSON OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES A# 03-116026 AC\_\_\_\_FLS\_\_\_

9/30/15 1340121 As indicated

CLASSROOM - BLDG. 1 - MECHANICAL FLOOR PLAN - LEVEL 2 - SEGMENT A



MECHANICAL LEVEL 2 SEGMENT A 187-197 1



November 13, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0260 Modify site lighting pole anchor bolts per CCD 026

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Per CCD 026 site lighting pole foundations and anchor bolts were modified from manufacturers "J" bolt to straight bolts and plate washers

Phase	Category	Description	Subcontractor	Quote
260010	71140	Modify anchor bolts requirements for site lighting poles per CCD 026	TAFT ELECTRIC COMPANY	1,859.00
Sala wi			Subtotal	1,859.00
007480	71160	Subguard	1.15%	21.38
007410	71160	Builders Risk	0.6%	11.28
007420	71160	General Insurance	1.15%	21.63
007510	71160	P&P Bond	1%	18.59
991000	79999	Change Order Fee	5%	95.66
			Markup Subtotal	168.54
			PCI Total	2,027.54

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 2,027.54.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
Bill Gray	Ву:
PM (1) 12 /2017	
Date:	Date:



2241 Lemonwood

# Change Order Request

**Taft Electric Company** 

Detailed, Grouped by Each Number

	rnegie Court CA 93033	rei: Fax.		
	e Order Request: 064			Date
То:	Bill Gray Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	From:		
Descri	ption	Ca	ategory Status	
	Bolt Discrepancy		Submitted	
Referen	ce	Required By	Days Req	Amt Req
			0	1,859
Notes		ght anchor bolts for the fixture pole bases		
than 30 Attache Matt Go	days. d is the back up for your review. Please obuty Manager	above date. We reserve our right to re-queall should you have any questions.	ote this proposal should the a	approval take longer
PCO N	o Date Reference	Amt Prop [	Days Req Category	Reason
Descri	ption	Notes		
Approv	ved By:			
Signat	ure ——————			
Name		Date		
Prolog N	Printed on: 10/27/2017	TaftProlog		Page 1

Project # 2241

### TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#: _	64
				CUST RFP#:	
COR DESCRIPTION:	Anchor Bolt Discrep	oancy		DATE:	10/23/2017

TAKE OFF				
DESCRIPTION	MATERIAL	HOURS		
	\$0.00	0.00		
	\$0.00	0.00		
17	\$0.00	0.00		
	\$0.00	0.00		
	\$0.00	0.00		
	\$0.00	0.00		
	\$0.00	0.00		
	\$0.00	0.00		
	\$0.00	0.00		
	\$0.00	0.00		
	\$0.00	0.00		
	\$0.00	0.00		
	\$0.00	0.00		
	\$0.00	0.00		
	\$0.00	0.00		
TO	OTAL \$0.00	0.00		

TAKEOFF MATERIAL				
%	DESCRIPTION	AMOUNT		
0.00%		\$0.00		
7.75%	SALES TAX	\$0.00		
0.00%		\$0.00		
0.00%	8	\$0.00		
	SUBTOTAL MATERIAL	\$0.00		
15.00%	OVERHEAD & PROFIT	\$0.00		
	TOTAL TAKEOFF MATERIAL	\$0.00		

VENDOR	QUOTED MATERIAL DESCRIPTION	AMOUNT
CED	J Anchor Bolt CREDIT	(\$850.00)
	Straight Anchor Bolt ADD	\$2,335.32
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$1,485.32
7.75%	SALES TAX	\$115.11
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$1,600.43
15.00%	OVERHEAD & PROFIT	\$240.06
	TOTAL QUOTES	\$1,840.50

	SUBCONTRACTORS	
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL SUBCONTRACTS	\$0.00

LABOR EXPENSES						
TYPE	HOURS	RATE	AMOUNT			
STRAIGHT TIME	0.00	\$84.42	\$0.00			
	0.00	\$0.00	\$0.00			
	0.00	\$0.00	\$0.00			
	0.00	\$0.00	\$0.00			
	0.00	\$0.00	\$0.00			
	0.00	\$0.00	\$0.00			
	SUBTOTA	AL LABOR	\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
	SUBTOTA	AL LABOR	\$0.00			
	TOTA	L LABOR	\$0.00			

_		
%	DIRECT JOB EXPENSES DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.00
	PERMIT FEES	\$0.00
0.00%		\$0.00
0.00%	ESTIMATING	
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
	SUBTOTAL DJE	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL DJE	\$0.00

C	CHANGE REQUEST SUMMARY							
	TAKEOFF MATERIAL	\$0.00						
	QUOTED MATERIAL	\$1,840.50						
	SUBCONTRACTORS	\$0.00						
	LABOR EXPENSES	\$0.00						
	DIRECT JOB EXPENSES	\$0.00						
SI	UBTOTAL CHANGE REQUEST	\$1,840.50						
0.00%		\$0.00						
0.00%		\$0.00						
1.00%	BOND COSTS	\$18.40						
CHA	NGE PROPOSAL TOTAL	\$1,859						

### **Matt Gobuty**

From: Christopher Barbato < CBarbato@swinerton.com>

Sent: Friday, October 13, 2017 6:26 AM

**To:** Ron Thompson; Matt Gobuty

Subject: Lemonwood

Attachments: SKM\_C224e17101306280.pdf

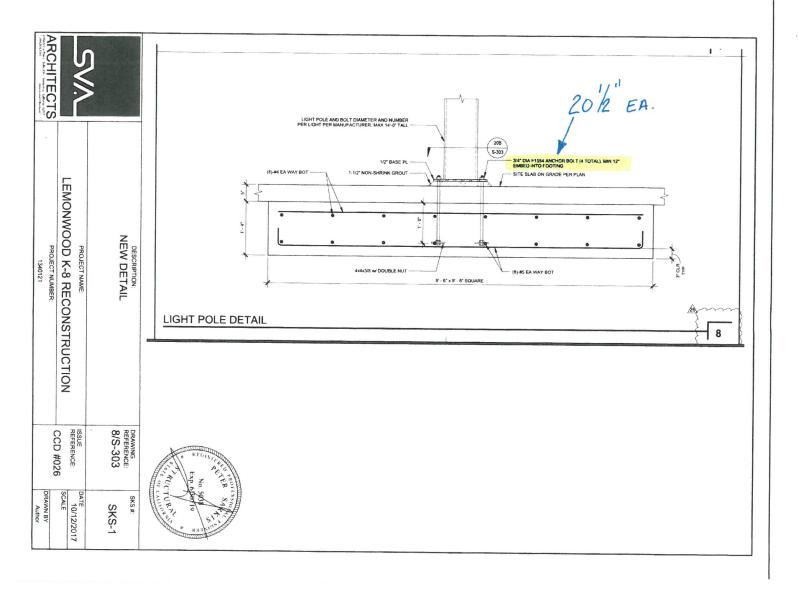
Here's the detail for the Light post footing, the anchor bolts are approx.. 20-1/2" long, please double check my math, we will be forming these next week, please let me know the availability of the anchor bolts.

From: scanner@swinerton.com [mailto:scanner@swinerton.com]

Sent: Friday, October 13, 2017 7:29 AM

To: Christopher Barbato < CBarbato@swinerton.com>

Subject: Message from KM\_C224e



**CED ROYAL INDUSTRIAL SOLUTIONS** 

1807 PALMA DRIVE VENTURA CA 93003

TEL: 805 642-0361 FAX: 805 654-0569

CONTACT:

**KARRIE** 

QUOTE FOR:

TAFT ELECTRIC

ACCT #:

18-32223

TAFT-LEMONWOOD ELEMENTARY S

LEMONWOOD ELEMENTARY SCHOOL

1694 EASTMAN AVENUE VENTURA, CA 93003

QUOTA		PAGE		
			001 OF 001	
QUOTE#	DATE	REV	#	REV DATE
1084627	10/16/17	002		10/18/17
QUOTE EXPIRES		PREPARED BY		
11/15/2017		кт		
SLS		INSL		
0184		9007		
FOB		FREIGHT		
SHIPPING POINT		PRI	EPAY & CI	HARGE

CUS PO #:	
JOB NAME:	
LEMONWOOD ANCHOR BOLTS	

							EXT
LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	AMT
01	*	REVIS	ED 10/18/2017				
02	*	St	traight Ancho	r Bolts			
03	*	THESE	BOLTS ARE FULL THE	READED RODS CUT TO 20" FROM 12'			
04	*	GALVA	ANIZED BARS				
05	84	BOLT	3/4" X 20" ATR	F1554 -36 HDG	9.39	E	788.76
06	36	BOLT	1" X 20" ATR	F1554 -36 HDG	17.46	E	628.56
07	120	BOLT	4X4X3/8 PLATES HDG	;	7.65	E	918.00
08	*						
09	*	2-3 DA	Y LEAD TIME				
10	*						
11	*	PLUS	TAX				

TOTAL:

2,335.32

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

# Quick Reference Guide ASTM F 1554-07

The 3 Grades of F1554 Anchors, Grade 36-Blue, Grade 55-Yellow, Grade 105-Red.

Grade	Size	Tensile,ksi	Yield,ksi,min	ROA, %,min	Elong,%,min
36	1/4"- 4"	58 - 80	36	40	23
55	1/4" - 2"	75 - 95	55	30	21
	2-1/8"-2-1/2"	75 - 95	55	22	21
33	2-5/8"- 3"	75 - 95	55	20	21
	3-1/8"- 4"	75 - 95	55	18	21
105	1/4"- 3"	125 - 150	105	45	15

<sup>\*</sup>When Grade 36 is specified a weldable Grade 55 may be substituted at suppliers option.

Recommended Nuts Nuts must have a Proof Load Stress equal or greater than the min tensile strengh for the specified anchor bolt or rod.

	0		
SIZE	GRD/STYLE		
1/4-1-1/2"	A/Hex		
UPTO 4"	A/Heavy		
GALVANIZED	SAME		
5	5		
SIZE	GRD/STYLE		
1/4- 1-1/2"	A/Hex		
UPTO 4"	A/Heavy		
GALVANIZED	A/Heavy		
10	5		
SIZE	GRD/STYLE		
1/4" - 1-1/2"	DH or 2H		
UPTO 3"	DH or 2H		
GALVANIZED	DH or 2H		

			ala kalandara di ancia. Pala kalandara di angan kalandara kalandara kalandara kalandara kalandara kalandara ka	
Minimum Mechanical				
The first a send a sense to the first on the sense of the	The man area as a second as a second as	The second secon		
THE THE PART OF A PRINCIPLE OF A PART OF A PAR		THE RESIDENCE OF STREET, SPINSTER, SPINSTER, SANS,		

	(FF)	(205)	Grade 36		Gra	de 55	Grade	
	(55)	(105)	58-80 ksi	Tensile	75-95 ksi	Tensile	125 - 150	ksi Tensile
AB36	AB55	AB105	Min	Min	Min	Min	Win	Min
Size	Thread	SA	Tensile	Yield	Tensile	Yield	Tensile	Yield
1/2	13 UNC	0.1419	8,230	5,108	10,643	7,805	17,738	14,940
5/8	11 UNC	0.2260	13,108	8,136	16,950	12,430	28,250	23,730
3/4	10 UNC	0.3340	19,372	12,024	25,050	18,370	41,750	35,070
7/8	9 UNC	0.4620	26,796	16,632	34,650	25,410	57,750	48,510
1	8 UNC	0.6060	35,148	21,816	45,450	33,330	75,750	63,630
1-1/8	7 UNC	0.7630	44,254	27,468	57,225	41,965	95,375	80,115
1-1/4	7 UNC	0.9690	56,202	34,884	72,675	53,295	121,125	101,745
1-1/2	6 UNC	1.4050	81,490	50,580	105,375	77,275	175,625	147,525
1-3/4	5 UNC	1.9000	110,200	68,400	142,500	104,500	237,500	199,500
2	4-1/2 UNC	2.5000	145,000	90,000	187,500	137,500	312,500	262,500

ALL the information contained in these tables are fortraining only.
For full details review the full copy of ASTM F-1554-07. These are the highlights of F 1554 provided for your review. No warantee to the accuracy should be assumed.

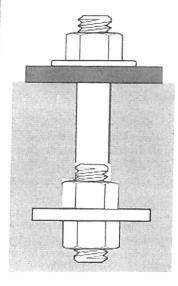
Min Dimensional requirements to comply with F1554 Specification.

ANSI/ASME B1.1, ASTM F1554-07 Class 2A rolled threads.

1	the state of the s					
	The same was a second by the same and the	А	В	C		
Size	Thread	Min Thread*	Min Body*	Min in Bend*		
1/2	13 UNC	.4876"	.4435"	.3992"		
5/8	11 UNC	.6113"	.5589"	.5030"		
3/4	10 UNC	.7353"	.6773"	.6095"		
7/8	9 UNC	.8592"	.7946"	.7151"		
1	8 UNC	.9830"	.9100"	.8190"		
1-1/8	7 UNC	1.1064"	1.0228"	.9205"		
1-1/4	7 UNC	1.2314"	1.1476"	1.0328"		
1-1/2	6 UNC	1.4794"	1.3812"	1.2431"		
1-3/4	5 UNC	1.7268"	1.6085"	1.4477"		
2	4-1/4 UNC	1.9751"	1.8433"	1.6590"		

\* Any Dimension under the Minimum eliminates allowable load ca

Anchor Rods



<sup>\*</sup>Certified material test reports of Tensile, Yield, Elongation, reduction of area are required.

<sup>\*</sup>Anchors and rods are supplied with Class 2A threads, unless specified on order.

<sup>\*</sup>Color coding is required; head stamp or mfg id are supplemental requirements.

<sup>\*</sup>Lot traceability is required for material chemicals, physical and mechanical properties.

<sup>\*</sup>Responsibility is on the Supplier who furnishes anchors to the purchaser.

### **Matt Gobuty**

From:

Theis, Karrie < ktheis@cedventura.com>

Sent:

Friday, October 20, 2017 9:51 AM

To:

Matt Gobuty; Michael Shields

Subject:

RE: 2241 Type 9 and 12 anchor bolts: Rejected by Inspector

#### Anchor bolts will be ready Monday.

#### Estimated credit for returning anchor bolts will be \$850.

From: Matt Gobuty [mailto:mgobuty@taftelectric.com]

Sent: Wednesday, October 18, 2017 2:07 PM
To: Michael Shields <mshields@taftelectric.com>
Cc: Theis, Karrie <ktheis@cedventura.com>

Subject: FW: 2241 Type 9 and 12 anchor bolts: Rejected by Inspector

Hi Michael,

Please add the amount on the attached quote to PO 222832 to CED.

Thank you.

Karrie,

Please release immediately. Also, please provide the expected amount we will be credited for returning the bolts.

# Matt Gobuty

Project Manager Taft Electric Company (805) 654-7994

mgobuty@taftelectric.com



From: Theis, Karrie [mailto:ktheis@cedventura.com]

**Sent:** Wednesday, October 18, 2017 1:57 PM **To:** Matt Gobuty < mgobuty@taftelectric.com >

Subject: RE: 2241 Type 9 and 12 anchor bolts: Rejected by Inspector

Matt,



November 14, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0261 RFI 0138 Revise electric water heater in 1-138

Dear Mr. Burkett.

We request a Change Order to our contract for the following:

Add electrical power supply to revised water heater in Classroom restroom 1-133.

Phase	Category	Description	Subcontractor	Quote
260010	71140	RFI 138 Add electrical power to electric water heater in 1-133	TAFT ELECTRIC COMPANY	1,590.00
			Subtotal	1,590.00
007480	71160	Subguard	1.15%	18.29
007410	71160	Builders Risk	0.6%	9.65
007420	71160	General Insurance	1.15%	18.50
007510	71160	P&P Bond	1%	15.90
991000	79999	Change Order Fee	5%	81.82
	1000		Markup Subtotal	144.16
	TENNE.		PCI Total	1,734.16

#### TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 1,734.16.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely
Swinerton Builders

Oxnard School District

Bill Gray
PM

By:

Date:



Printed on: 2/21/2017

Prolog Manager

TaftProlog

# Change Order Request

Page 1

Detailed, Grouped by Each Number

2200 Ca	emonwood rnegie Court CA 93033		Project # 2241 Tel: Fax:		Taft E	lectric Compan
Chang	e Order Req	uest: 037				Date: 9/21/2017
То:	Bill Gray Swinerton B 865 S. Figue Los Angeles		From:	Matt Gobuty Taft Electric Comp P.O. Box 3416 Ventura, CA 9300		
<b>Descri</b>				Category	Status submitted	
Refere RFI 180			<b>Required</b> 9/28/2017	Ву [	<b>Days Req</b> 0	<b>Amt Req</b> 1,590
Matt Go Project I (805)654	buty Manager 4-7994	p for your review. Please  Reference	call should you have any question	t Prop Days Req	Category	Reason
PCO No.		Reference	Notes			

# TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#:	37
				CUST RFP#:	
COR DESCRIPTION: RFI 138 Electric Water Heater				DATE:	2/21/2017

TAI	KE OFF	
DESCRIPTION	MATERIAL	HOURS
Conest ( see attached)	\$672.54	6.39
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
TO.	TAL \$672.54	6.39

TAKEOFF MATERIAL				
%	DESCRIPTION	AMOUNT		
0.00%		\$0.00		
7.75%	SALES TAX	\$52.12		
0.00%		\$0.00		
0.00%		\$0.00		
	SUBTOTAL MATERIAL	\$724.66		
15.00%	OVERHEAD & PROFIT	\$108.70		
	TOTAL TAKEOFF MATERIAL	\$833.36		

VENDOR	QUOTED MATERIAL DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL QUOTES	\$0.00

VENDOR	SUBCONTRACTORS DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL SUBCONTRACTS	\$0.00

LA	BOR EXPE	NSES	
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	6.39	\$84.42	\$539.44
DESIGNER	2.00	\$92.01	\$184.02
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	SUBTOTA	AL LABOR	\$723.46
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
	SUBTOTA	AL LABOR	\$723.46
	TOTA	AL LABOR	\$723.46

	DIRECT JOB EXPENSES						
%	DESCRIPTION	AMOUNT					
1.00%	AS BUILTS / O&M'S	\$15.57					
0.00%	PERMIT FEES	\$0.00					
0.00%	ESTIMATING	\$0.00					
0.00%	CAD / DRAFTING	\$0.00					
0.00%	REPRODUCTION COSTS	\$0.00					
0.00%		\$0.00					
0.00%	EQUIPMENT RENTAL	\$0.00					
0.00%	CRANE / FORKLIFT	\$0.00					
0.00%	JOB TRUCK	\$0.00					
0.00%	MANLIFTS	\$0.00					
0.00%		\$0.00					
0.00%		\$0.00					
0.00%		\$0.00					
0.00%		\$0.00					
0.00%		\$0.00					
0.00%		\$0.00					
0.00%		\$0.00					
0.00%		\$0.00					
0.00%	WARRANTY	\$0.00					
0.00%		\$0.00					
	SUBTOTAL DJE	\$15.57					
15.00%	OVERHEAD & PROFIT	\$2.34					
	TOTAL DJE	\$17.90					

	CHANGE REQUEST SUMMARY	
	TAKEOFF MATERIAL	\$833.36
	QUOTED MATERIAL	\$0.00
	SUBCONTRACTORS	\$0.00
	LABOR EXPENSES	\$723.46
	DIRECT JOB EXPENSES	\$17.90
	SUBTOTAL CHANGE REQUEST	\$1,574.73
0.00%		\$0.00
0.00%		\$0.00
1.00%	BOND COSTS	\$15.75
С	HANGE PROPOSAL TOTAL	\$1,590

Job ID: Project: 2241 LEMONWOOD COR 2241 Lemonwood COR



#### Takeoff

Vendor: COST					Labor Level: TAFT			21 Feb 2017 13:0	9:29
Region: COR 0	37 ELECTI	RIC WA	TER HEA	ATER			7.000		
						Material	Material	Labor	Labe Resu
Item #	Qty	U/M	Q/M	Size	Description	Unit	Result	Unit	Kesu
	0				SWINERTON RFI 138 EWH-3 ELECTRIC WATER HEATER				
	0				ROOM 1-133 ADD 50A CIRCUIT CH2-38				
180094	1	EA	М	50/1	BOLT-ON BREAKER	103.4999	103.50	1.0000	1.
66	1		М		HD SAFETY SWITCH 600V 60AMP	295.8999	295.90	2.0000	2.0
10048	50	FT	М	1	EMT	1.8641	93.20	0.0400	2.0
30128	5	EA	М	1	EMT STEEL-SS COUPLING	1.2597	6.30	0.0240	0.1
30554	1	EA	М	1	EMT LB CONDUIT BODY	19.0906	19.09	0.2500	0.2
30208	2	EA	М	1	EMT STEEL SS INS-THROAT CONNECTOR	1.9295	3.86	0.0455	0.0
60	5		М		CONDUIT SUPPORT 1/2"-1"	5.8000	29.00	0.2000	1.0
32	2		М		FIRESTOPPING 1/2" - 2"	25.0000	50.00	0.2200	0.4
70036	100	FT	М	6.	THHN/THWN CU (STR)	0.6436	64.36	0.0060	0.
100155	4	EA	М	6.	WIRE TERMINATION	0.0000	0.00	0.1200	0.
70030	50	FT	М	10	THHN/THWN CU (SOL)	0.2084	10.42	0.0045	0.2
100153	4	EA	М	10	WIRE TERMINATION	0.0000	0.00	0.0350	0.1
TITLE	1		М	1	LIQUIDTITE COND WHIP	0.0000	0.00	0.0000	0.0
50075	1	FT	М	1	LIQUIDTITE CONDUIT	2.0835	2.08	0.0525	0.0
50086	1	EA	м	1	LIQUIDTITE ANGLE CONNECTOR	10.0288	10.03	0.2016	0.2
50097	1	EA	м	1	LIQUIDTITE STRAIGHT CONNECTOR	4.0518	4.05	0.1680	0.1
40209	2	EA	м	1	GRD BUSHING INSULATED	8.3132	16.63	0.2500	0.5
	0				ROOM 1-134 OMIT 20A CIRCUIT CL4-26				
67	-1		м		HD SAFETY SWITCH 600V 30AMP	0.0000	0.00	1.5000	-1.5
70029	-120	FT	м	12	THHN/THWN CU (SOL)	0.1332	-15.98	0.0040	-0.4
100152	-6	EA	м	12	WIRE TERMINATION	0.0000	0.00	0.0300	-0.1
TITLE	-1		м	1/2	LIQUIDTITE COND WHIP	0.0000	0.00	0.0000	0.0
50073	-3	FT	М	1/2	LIQUIDTITE CONDUIT	1.0485	-3.15	0.0280	-0.0
50084	-1	EA	М	1/2	LIQUIDTITE ANGLE CONNECTOR	3.1856	-3.19	0.1260	-0.1
50095	-1	EA	м	1/2	LIQUIDTITE STRAIGHT CONNECTOR	1.8822	-1.88	0.1050	-0.1
aft Electric Com	npany			-	1694 Eastman Avenue	Phone: 805-642-	0121		
					Ventura, CA 93003	Web: www.taftele	ectric.com		

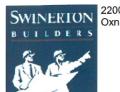
Page 1 of 2

Takeoff Report: 2241 Lemonwood COR 21 Feb 201									2017 13:09:29
Region: COR 03	37 ELECT	RIC WA	TER HE	ATER					
Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
40207	-2	EA	М	1/2	GRD BUSHING INSULATED	5.8391	-11.68	0.2000	-0.40
						Phase Totals:	672.54		6.39
						Job Totals:	672.54		6.39

Taft Electric Company 1694 Eastman Avenue Phone: 805-642-0121
Ventura, CA 93003 Web: www.taftelectric.com

ConEst Software Systems

Page 2 of 2



2200 Carnegie Court, Oxnard, CA, 93033

# Request For Information # 00138

To:

SVA ARCHITECTS, INC.

Attention: CC:

Tom Bardwell Paul Vernier

Dick Jones

James Werstiuk

RFI Date:

Date Due: RFI Type:

Priority:

Schedule/Activity ID:

**Document Reference:** Spec Section:

Status:

11/02/2016

11/09/2016 Plumbing

High

P1-11.1A 22000

Accepted

Subject:

EWH-3 shown supplying hot water to SS-1 Service Sink in RM# 1-133

#### **INFORMATION REQUESTED:**

Requested By:

Nalani Scanlon

The Plumbing Drawings show an EWH-3 electric instantaneous water heater in Janitor's Room #1-133 to supply hot water to the SS-1 service sink (see attached). The EWH-3 shows temp rise of 47 degrees @ 1.20 GPM as the max rating. The Chicago Faucet at the SS-1 sink is GPM rated at full flow which is in access of 2.2 GPM. Please verify this EWH-3 will be adequate to heat the water for the SS-1 service sink. If not, provide alternate design for electric water heater at this fixture. Thank you.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

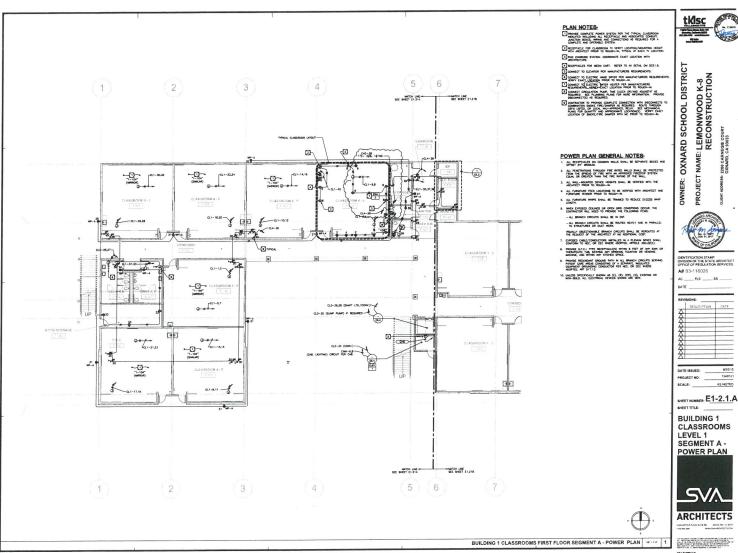
Answered By: Tom Bardwell

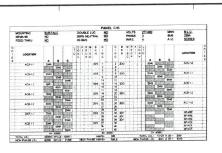
Date of Response: 11/30/2016

Revise Chronomite water specification to R48L, 277 V, see attached cut sheet. Revise Janitor's sink faucet to 445-PVBCP-FC-1.5 gpm. The revised water heater will allow the low flow activation for the L-1 faucet in the unisex restroom 1-129. The electrical requirement change has been coordinated with the electrical engineer. See attached sketches.

#### **ATTACHMENTS:**

LEMONWOOD K-8 CCP RFI031 RFI 138 - Chronomite cut sheet RFI 138 sketches





								PANE	L CH	1							
MOUNTING MEMA 3R FEED THRU	NO NO	KCL		2		MEL/		HQ HQ			WRE	2	3	1460		BUS ALC	MLO ZESA SERES
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GENERAL PANEL SCHEDULE NOTES;

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PANEL	SCHEDUL	E INDEX
-	СНЗ	CH1
-	CH4	CH2
-	CH5	



OWNER: OXNARD SCHOOL DISTRICT PROJECT NAME: LEMONWOOD K-8
RECONSTRUCTION 2200 CARNEGIE COURT OXNARD, CA 93033



A# 03-116026

AC \_\_\_\_FLS \_\_\_\_\$8 ...

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SHEET NUMBER: E5.8

PANEL SCHEDULES



a SUCCESSA, professional medicare del amobres, com inclusivamente la companie del professional del professio



## R SERIES MIGHTY-MITE™ - LOW ACTIVATION

**APPLICATION:** commercial, industrial, residential, multiple lavatories, public lavatories, kitchen/bar sink

#### **PRODUCT FEATURES**

- Uses a digital microprocessor for temperature control Ultra quick response times for temperature variations -120 times per second. Microprocessor use is the most energy efficient means of heating water
- Unlimited hot water
- Ideal for sensor /hands-free faucets with the 104°F factory preset setting; no mixing valve needed
- Saves water and energy 99% energy efficient
- Works on low flow
- Rugged steel housing
- Space saving compact size: 9-3/4" (H) x 10-1/2" x 4-1/4"
- Meets applicable building codes including ADA, UL, IAPMO, and UPC.
- Environmentally friendly
- Made in the U.S.A.
- 3/4" NPT Male connections

Chronomite R Series Mighty-Mite™ - Low Activation models are manufactured to provide reliable point-of-use hot water with flow rate from 0.35 GPM to 5.0 GPM. There is no pressure and temperature relief valve needed (unless required by code), saving time and money on installation.

Housing is fabricated from rugged steel.

Element assembly is fabricated from Celcon/Ryton plastic.

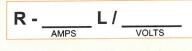
Heating coils are nichrome.

For the model being selected, please place the corresponding amps and volts values in the Guide Specifications to the right.



#### GUIDE SPECIFICATION

Tankless Water Heater shall be a Chronomite Laboratories Model



**OPTIONS** 

to heat to a preset temperature of:

104°F (Standard sensor faucet hand washing setting)

120°F (Meets health code)

- 110°F (Standard hand washing setting) (Meets ADA)
- Other temperature settings available upon request (specify below)

Unit shall be provided with Celcon waterways, and

Nichrome heating coils. Temperature controlled by microprocessor.

- Factory Preset (F)Satin Stainless Steel Housing (SS)
- Disconnect Switch, Rotary 80A-Lockable
  - NEMA 4X (2095-4)

			WATTO	ACTIVIATION	TEMP RISE @	TEMP RISE @	TEMP RISE @
MODEL	AMPS	VOLTS	WATTS	GPM	1.5 GPM	2.5 GPM	3.0 GPM
R-48L / 208	48	208	10000	0.35	45	27	23
R-48L / 240	48	240	11500	0.35	52	31	26
R-58L / 208	58	208	12050	0.35	55	33	27
R-63L / 208	63	208	13100	0.35	60	36	30
R-48L / 277	48	277	13300	0.35	61	36	30
R-58L / 240	58	240	13900	0.35	63	38	32
R-68L / 208	68	208	14150	0.35	64	39	32
R-63L / 240	63	240	15100	0.35	69	41	34
R-75L / 208	75	208	15600	0.35	71	43	36
R-58L / 277	58	277	16050	0.35	73	44	37
R-68L / 240	68	240	16300	0.35	74	45	37
R-63L / 277	63	277	17450	0.35	79	48	40
R-75L / 240	75	240	18000	0.35	82	49	41
R-68L / 277	68	277	18850	0.35	86	51	43
R-751 / 277	75	277	20750	0.35	95	57	47



U.S. Green **Building Council** 





Made in the USA













17451 Hurley St. :: City of Industry, CA 91744 Phone 800-447-4962 :: 626-937-4270 Fax 626-937-4279 :: www.chronomite.com





## R SERIES MIGHTY-MITE™ - LOW ACTIVATION

#### TECHNICAL DIMENSIONS

#### R SERIES MIGHTY-MITE™ - LOW ACTIVATION

Dimensions:

9-3/4" (H) x 10-1/2" x 4-1/4"

Weight:

10 lbs.

Materials:

Rugged steel housing

Celcon plastic element assembly

with nichrome coils

Housing Color:

White

Minimum Operating Flow Rate:

0.35 GPM

Minimum Operating Pressure:

25 PSI

Maximum Operating Pressure

80 PSI

Maximum Pressure

150 PSI

Maximum Operating Temperature:

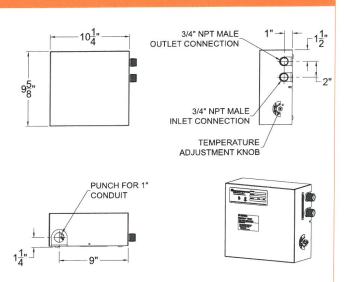
160°F

Listing:

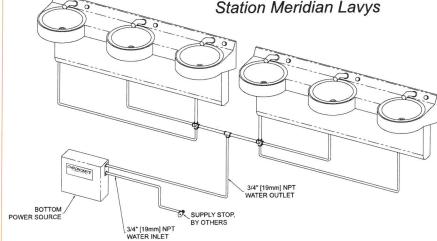
UL, UPC

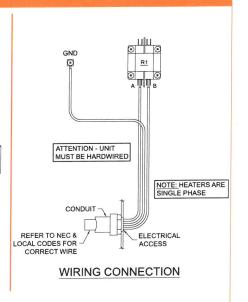
#### **GENERAL NOTES:**

- The microprocessor adjusts the heater's power for variations in flow rates, inlet water temperature and pressure to assure the selected factory pre set water temperature.
- 240V models when operated at 220V will have approximately a 15% wattage decrease.



## INSTALLATION DIAGRAM Shown Installed with (2) Three Station Meridian Lavys





Chronomite Laboratories assumes no responsibility for use of void or suspended data. © Copyright Chronomite Laboratories, Inc. Member of Morris Group International, City of Industry, CA Please visit www.chronomite.com for most current specifications.

Quantity

MARY OR NG	Company
SUMI VAL F CTURI	Model Number & Option
PRO	Contact
SELEC & AF MAN	Signature (Approval for Manufacturing)

#### CHRONOMITE LABORATORIES, INC.

PH. 800-447-4962 626-937-4270 FAX 626-937-4279 www.chronomite.com



November 14, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0262 Extend electrical and communication conduits at added soffit RFI 257

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Where exterior wall soffits were added existing conduits had to be extended

Phase	Category	Description	Subcontractor	Quote
260010	71140	Extend power and communication conduit at outside wall soffited areas RFI 257	TAFT ELECTRIC COMPANY	3,887.00
			Subtotal	3,887.00
007480	71160	Subguard	1.15%	44.70
007410	71160	Builders Risk	0.6%	23.59
007420	71160	General Insurance	1.15%	45.22
007510	71160	P&P Bond	1%	38.87
991000	79999	Change Order Fee	5%	200.03
	卷事物		Markup Subtotal	352.41
			PCI Total	4,239.41

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 4,239.41.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders
Oxnard School District

Bill Gray
PM
Date:
Date:



## **Change Order Request**

Detailed, Grouped by Each Number

2200 Car	emonwood rnegie Court CA 93033		Project # 2241 Tel: Fax:		Ta	ft Electric Compa
	e Order Req	uest: 050				Date: 6/12/201
То:	Bill Gray Swinerton E 865 S. Figu Los Angeles		From:	P.O. Box	ric Company	
Descrip	otion			Cate	egory Status	
-		tend Conduits			Submitted	
Referen	nce		Require	d Ву	Days Req	Amt Re
RFI 257			6/19/2017		0	3,887
Notes						
	submitting the	above cost for T&M work to	o extend conduits past the add	ed soffits per	RFI 257. See attached e	email for details.
Attached Matt Gob Project M (805)654	outy Manager	o for your review. Please o	all should you have any question	ons.		
PCO No	Date	Reference	An	nt Prop Da	ys Req Category	Reason
Descrip			Notes			
<b>A</b>	-1 D					
Approve	-					
Approve Signatur Name	-					

## TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#:	50	
				CUST RFP#:		
COR DESCRIPTION:	Classroom Soffit Changes pe	er RFI 257		DATE:	6/9/2017	
-						

TA	KE OFF	
DESCRIPTION	MATERIAL	HOURS
Takeoff (Conest)	\$1,198.42	0.00
28 Rooms @1 hr ea	\$0.00	28.00
Name of the second seco	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
TO	ΓAL \$1,198.42	28.00

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$92.88
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL MATERIAL	\$1,291.30
15.00%	OVERHEAD & PROFIT	\$193.69
	TOTAL TAKEOFF MATERIAL	\$1,484.99

VENDOR	QUOTED MATERIAL DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL QUOTES	\$0.00

VENDOR	SUBCONTRACTORS DESCRIPTION	AMOUNT
VENDOR	DESCRIPTION	
		\$0.00
ŀ		\$0.00
		\$0.00
		\$0.00
1		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL SUBCONTRACTS	\$0.00

	BOR EXPE	THE RESIDENCE OF THE PARTY OF T	AMOUNT
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	28.00	\$84.42	\$2,363.76
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	SUBTOTA	AL LABOR	\$2,363.76
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
	SUBTOTA	L LABOR	\$2,363.76
	TOTA	L LABOR	\$2,363,76

	DIDEAT ION EVENIORS	
%	DIRECT JOB EXPENSES DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.00
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
	SUBTOTAL DJE	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL DJE	\$0.00

	CHANGE REQUEST SUMMARY	
	TAKEOFF MATERIAL	\$1,484.99
	QUOTED MATERIAL	\$0.00
	SUBCONTRACTORS	\$0.00
	LABOR EXPENSES	\$2,363.76
	DIRECT JOB EXPENSES	\$0.00
	SUBTOTAL CHANGE REQUEST	\$3,848.75
0.00%		\$0.00
0.00%		\$0.00
1.00%	BOND COSTS	\$38.49
С	HANGE PROPOSAL TOTAL	\$3,887

Job ID: Project: 2241 LEMONWOOD COR 2241 Lemonwood COR



#### Takeoff

endor: COST				220 - 2000	Labor Level: TAFT		SEASON 1 - 14-14	12 Jun 2017 11:19:33
tegion: COR 0	50 SOFFF	IT CHAN	IGES					
Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	
10049	110	FT	М	1 1/4	EMT	2.9404	323.44	
10047	90	FT	М	3/4	EMT	1.1187	100.69	
10046	50	FT	М	1/2	EMT	0.7145	35.72	
30139	55	EA	М	1 1/4	EMT STEEL-COMP COUPLING	3.0787	169.33	
30137	45	EA	M	3/4	EMT STEEL-COMP COUPLING	1.4838	66.77	
30136	25	EA	М	1/2	EMT STEEL-COMP COUPLING	0.9975	24.94	
83	75		М		TSGB16 BOX BRACKET	3.8999	292.49	
160824	55	EA	М	1 1/4	EMT 2-HOLE STEEL STRAP	0.8640	47.52	
160822	45	EA	M	3/4	EMT 2-HOLE STEEL STRAP	0.3214	14.46	
160821	25	EA	М	1/2	EMT 2-HOLE STEEL STRAP	0.2304	5.76	
85	6		М		3M FIRE BARRIER 10.1 OZ	19.5500	117.30	
						Phase Totals:	1,198.42	
						Job Totals:	1,198.42	

Taft Electric Company	1694 Eastman Avenue	Phone: 805-642-0121
	Ventura, CA 93003	Web: www.taftelectric.com

ConEst Software Systems

Page 1 of 1

#### **Matt Gobuty**

From:

Ron Thompson

Sent:

Tuesday, May 23, 2017 2:29 PM

To:

Matt Gobuty

Subject:

lemonwood soffit changes RFI 257

Matt soffit changes per RFI 257 are as follows. 28 classrooms 1hr per

- 1) 55 1-1/4 emt extensions @ 2ft
- 2) 45 3/4 emt extensions @ 2ft
- 3) 25 ½ emt extensions @ 2ft
- 4) 55 1-1/4 steel comp couplings
- 5) 45 ¾ emt couplings
- 6) 25 1/2 emt coupling
- 7) 75 tsgb16
- 8) 55 1-1/4 2 hole emt strap
- 9) 45 ¾ 2 hole emt strap
- 10) 25 1/2 2 hole emt strap
- 11) 125 fire caulk locations

Thank you, Ron Thompson 805 701 0506 rthompson@taftelectric.com





2200 Carnegie Court, Oxnard, CA, 93033

## Request For Information # 00257

To:

SVA ARCHITECTS, INC.

Attention: CC:

Tom Bardwell
Cecil Rodriguez

Chris Yafuso Paul Vernier

Dick Jones

**Christopher Barbato** 

RFI Date:

Date Due:

RFI Type: Priority:

Schedule/Activity ID:

Document Reference:

Spec Section:

Status:

Architectural High

05/01/2017

05/08/2017

iigii

61000 Returned

Subject:

Marker board Attachment at T-Bar Ceiling

#### **INFORMATION REQUESTED:**

Requested By:

Nalani Scanlon

We can install wood blocking for the sliding marker boards per 13/A-64.3 where there are wood soffits but does the marker boards attach where there are T-bar ceilings and no soffits? See attachments for reference.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

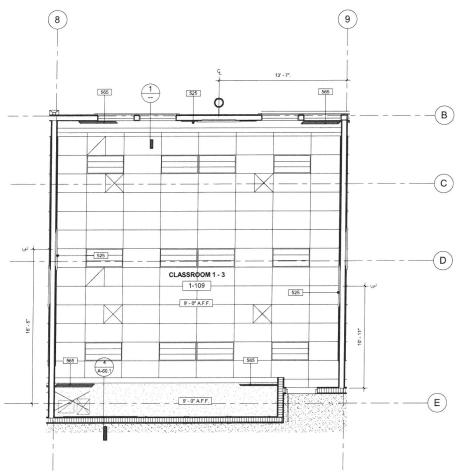
Date of Response: 05/18/2017

See attached sketches for marker board attachment.

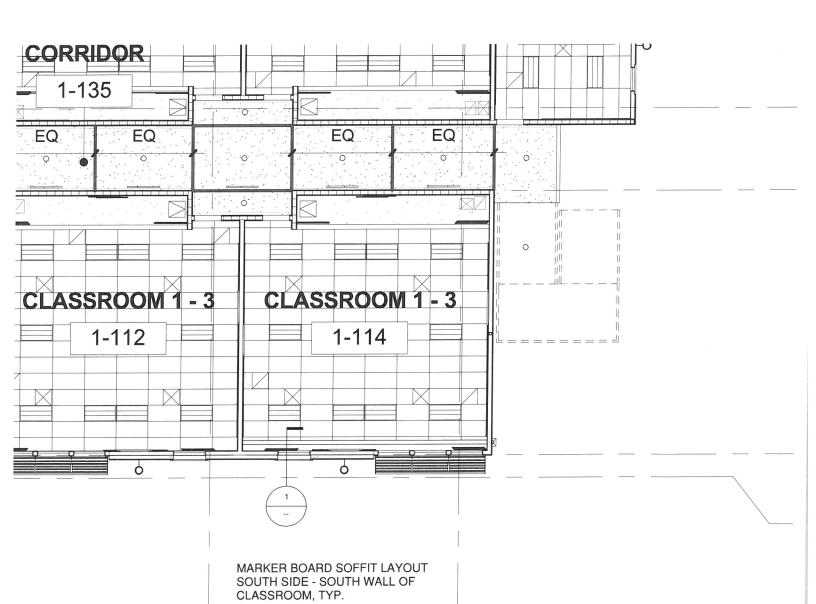
#### **ATTACHMENTS:**

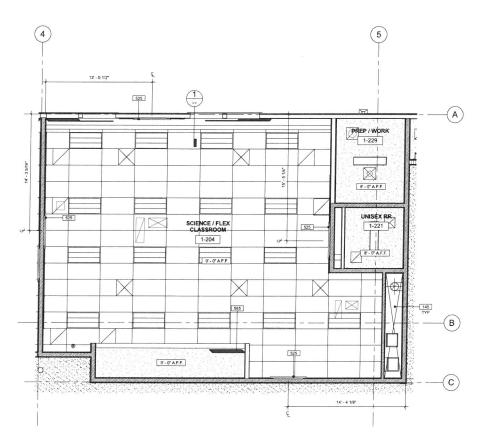
A-64.3 (1) A-64.3

RFI 257 sketches

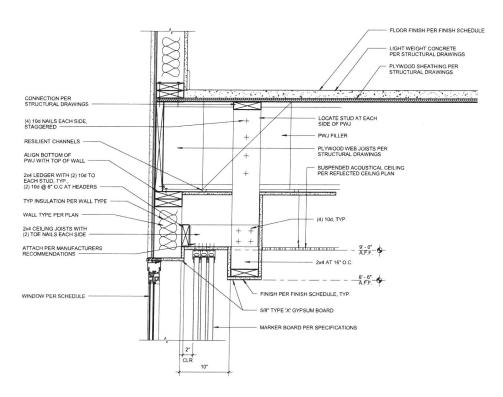


MARKER BOARD SOFFIT LAYOUT NORTH SIDE - NORTH WALL OF CLASSROOM, TYP.





MARKER BOARD SOFFIT LAYOUT NORTH SIDE - NORTH WALL OF SCIENCE ROOM



1 MARKER BOARD SOFFIT SECTION



March 28, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0268.1A Ancillary costs related to Fire Sprinkler modifications detailed in CCD 026

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Remove Tectum ceiling panels from Presentation area to allow access to ceiling space, open and repair suspended ceiling grid to allow access for sprinkler modifications, remove and replace drywall ceiling in kitchen to allow for fire sprinkler access, paint repairs to kitchen and presentation areas, VCT repairs to presentation area.

Phase	Category	Description	Subcontractor	Quote
017423	71140	Cost related to CCD 026 Fire Sprinkler modification in MPR- Re-clean Presentation and Hi-bay	R.T.G. Maintenance Company	2,225.28
092900	71140	Cost related to CCD 026 Fire Sprinkler modification in MPR. Repair drywall ceiling in kitchen area and wall in presentation area	RUTHERFORD CO., INC.	2,895.00
095100	71140	Cost related to CCD 026 Fire Sprinkler modification in MPR. Remove and store Tectum ceiling panels	HAMILTON CEILING SYSTEMS INC.	3,294.83
095100	71140	Cost related to CCD 026 Fire Sprinkler modification in MPR. Install ceiling access panels in presentation area	HAMILTON CEILING SYSTEMS INC.	1,425.00
095100	71140	Cost related to CCD 026 Fire Sprinkler modification in MPR. Remove and replace suspended ceiling grid in presentation area	HAMILTON CEILING SYSTEMS INC.	846.11
096500	71140	Cost related to CCD 026 Fire Sprinkler modification in MPR-Repair VCT flooring in presentation area	THE M.S. ROUSE COMPANY	2,571.00
099100	71140	Cost related to CCD 026 Fire Sprinkler modification in MPR. Repaint areas in kitchen and presentation areas disturbed by sprinkler modifications	Triumph Painting	2,869.00
			Subtotal	16,126.22
007480	71160	Subguard	1.15%	185.45
007410	71160	Builders Risk	0.6%	97.87
007420	71160	General Insurance	1.15%	187.59
007510	71160	P&P Bond	1%	161.26
991000	79999	Change Order Fee	5%	829.86



Markup Subtotal	1,462.03
PCI Total	17,588.25

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 17,588.25.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date and cost.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We <b>HAVE</b> proceeded with this revised work per your ins	tructions. Please issue a change order.
Upon acceptance of this change order request, a formal change acknowledges that Swinerton Builders has proceeded with the above the control of the change order request, a formal change acknowledges that Swinerton Builders has proceeded with the above the change order request.	
If you have any questions or comments pertaining to this matter,	please contact the undersigned.
Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
2/20/2	By:
Date:	Date:

## **ADDITIONAL WORK AUTHORIZATION**

R.T.G. MAINTENANCE CO. 16520 La Quinta Way Whittier, CA 90603 (562) 943-2624

						Lic. #616	252					
OWNER'S NAME	Swir	nerton Builders	3				PHONE	213-896-3	400	Date	February	2/15/18
STREET	865	South Figuero	a				JOB NAME emon	wood K8 Re	constr	uction	JOB NUMBER 1605	5106
СПҮ	Los A	Angeles		State	Ca.		STREET	2200 Carn				
EXISTING C	CONTRACT N		5	1	DATE OF EXIST	ING CONTRACT 21/2017	СПҮ	Oxnard		STATE	CA 93033	
You ar	e autho	rized to perform	the fo	llowing spe	ecifically de	escribed additi	onal wo	rk:				
					Т	IME & MATI	ERIALS	3				
Reclea	ning of	Kitchen	HALLONG COLOR STRINGS						NAMES OF THE PARTY			
4	+ men	7:00 AM 2/13/2018	to	3:30 PM	= 32	2 man hours	Х	\$69.54	per	hour	=	\$2,225.2
3	men	7:00 AM	to	3:30 PM	= 24	1 man hours	Х	\$69.54	per	hour	=	\$1,668.9
5	men	7:00 AM	to	3:30 PM	= 40	) man hours	X	\$69.54	per	hour	=	\$2,781.60
-					(F \4(0)	DI				hc 65	7E 04	
ADDI	IION	AL CHARG	EFC	K ABO	VE WOI	RK IS: _			i	\$6,67	5.84	
Paym	ent will	be made as foll	ows:									
			_									
				application of the state of the								
bove ad	dditiona	I work to be per	formed	d under san	ne conditio	ns as specifie	d in orig	inal contract	unless	otherwi	se stipulated.	
Date					Authorizin	a Signature						
						_			(OWNE	R SIGNS H	ERE)	
e hereb	oy agree	e to furnish labo	r and r	materials -	complete ir	n accordance v	with the	above specif	ication	s, at abo	ove stated price	
uthorize	ed Signa	ature								Date		
	-				(CONTRA	CTOR SIGNS HERE	)					
Luc	10 (	CHANGE	$\bigcirc$	DED	NO							
IIIO	10 (	JI IAINGE	Ur	NDLN	INO.	-						

Note: This Revision becomes part of, and in conformance with, the existing contract.



#### Rutherford Co., Inc.

2107 Crystal Street Los Angeles, CA 90039

Phone: (323) 666-5284 / Fax: (323) 665-0328

www.rutherfordco.net

# Date: 02/12/18 RCI Job #: 16-075 RCI COR #: 093 GC Tracking #:

1,501

### **CHANGE ORDER REQUEST**

**EMAIL:** bgray@swinerton.com

TO: Swinerton Builders

ATTN .: Bill Gray

JOB NAME: LEMONWOOD K-8 SCHOOL

#### **DESCRIPTION OF WORK:**

OTP #30084 MPR CCD #26 Patch at relocated sprinkler heads ceilings and skim coat kitchen ceiling.

HRS HRS HRS HRS HRS HRS	\$ \$ \$ \$	1,212.16 - - - -	
HRS HRS HRS	\$ \$ \$	-	
HRS HRS	\$ \$	-	
HRS	\$	-	
		-	
HRS	•		
	\$	-	
Tax	\$	92.65	
Day	\$	-	
LS	\$	-	
LS	\$	-	
LS	\$	-	
OTAL	\$	1,304.81	
RKUP	\$	195.72	
	Day Day Day LS LS LS COTAL	Day \$ Day \$ Day \$ Day \$ LS \$ LS \$ LS \$ COTAL \$	Day \$ - LS \$ - LS \$ - LS \$ - DAY \$ - D

#### **QUALIFICATIONS**

ADDITIONAL TIME MAY BE REQUIRED ON THE PROJECT SCHEDULE FOR THE WORK DESCRIBED ABOVE
 ALL GAS/ELECTRIC EQUIPMENT USED FOR THIS COR WILL BE CHARGED AT A 1-DAY MINIMUM RENTAL

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

COR TOTAL: \$

Submitted By:	Approved By:
Project Manager	

Rutherford Co., Inc.

ORDER TO PROCEED NO.: 30084

UTHERFORD CO INC

RCI EMPLOYEE: Alfonso Calderon

Lath/Plaster/Drywall/Fireproofing/EIFS 2107 Crystal Street Los Angeles, California 90039 Telephone (323) 666.5285

	<b>AUTHORIZA</b>	TION FOR EXTRA V	VORK
PROJECT: em	onwood Elen	nentary School JOB NO	D.: 16-075
LOCATION OF WORK:	PAGE:	COLUMNS:	DETAIL:
Building #2 HP	R	THRU	
Directions:  As per Directions:  * Reloca and storage * Patch Kitchen ceil  LABOR & MATERIAL BREA FIELD LABOR-NO. OF MEN: 2 man	Swinerform  MPR Conted sprink  room).  ned the spring.	cles heads ceiling rinkles holes and rinkles holes are rinkles holes and rinkles holes are rinkles holes and rinkles holes are rinkles holes are rinkles holes are rinkles holes and rinkles holes are rinkles holes are rinkles holes are rinkles holes are rinkles holes and rinkles holes are rinkles hol	Superintendent  Superintendent  Skitchen, both room  Skim coat to  MATERIALS  Lasking tape (blue). 20.  25.  INT  20.  10.
EQUIPMENT RENTAL: (1 DAY TRUCKING WELDERS COMPRESSORS ROLLING UNITS WORK ACCEPTED & COMPLETED WORK ONGOING	Y MINIMUM ON ALL RENTALS SCISSOR LIFTS CEMENT PUMPS FORKLIFTS	FIREPROOF PUMPS MIXERS SCAFFOLD  AUTHORIZED SIGNER: CONTRACTOR:	winerton Builders
RCI COR#		DATE: UI	-08-2018

PRINTED NAME: CARY HACKURUR



#### Rutherford Co., Inc.

2107 Crystal Street Los Angeles, CA 90039

Phone: (323) 666-5284 / Fax: (323) 665-0328

www.rutherfordco.net

Date: 02/12/18

RCI Job #: 16-075

RCI COR #: 092

GC Tracking #:

## **CHANGE ORDER REQUEST**

**EMAIL:** bgray@swinerton.com

To: Swinerton Builders

ATTN.: Bill Gray

JOB NAME: LEMONWOOD K-8 SCHOOL

#### **DESCRIPTION OF WORK:**

OTP #30083 MPR CCD #26 Patch at relocated sprinkler pipes / damaged walls / trade damage

BREAKDOWN:		HR. RATE	QTY.	UNIT	AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$75.76	16	HRS	\$ 1,212.16	
	Regular-Foreman	\$0.00	0	HRS	\$ -	
	Regular-Superintendent	\$0.00	0	HRS	\$ -	
	Safety/QC Manager	\$0.00	0	HRS	\$ -	
	Overtime-Journeyman	\$0.00	0	HRS	\$ -	
	Doubletime-Journeyman	\$0.00	0	HRS	\$ -	
MATERIAL		\$0.00	0	Tax	\$ -	
EQUIPMENT	Scissor Lift	\$100.00	0	Day	\$ -	
		\$0.00	0	Day	\$ -	
		\$0.00	0	Day	\$ -	
SCAFFOLD	्या विद्याप्ति विश्वविद्या ।	\$0.00	0	Day	\$ -	
SUBS/MISC.						
FREIGHT/DELIVER	<b>Y</b>	\$200.00	0	LS	\$ -	
		\$0.00	0	LS	\$ -	
		\$0.00	0	LS	\$ -	
			SUE	STOTAL	\$ 1,212.16	
		15.0%	ОНР М	ARKUP	\$ 181.82	

#### **QUALIFICATIONS**

1. ADDITIONAL TIME MAY BE REQUIRED ON THE PROJECT SCHEDULE FOR THE WORK DESCRIBED ABOVE

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

COR TOTAL: \$

1.394

Submitted By:	Approved By:
Project Manager	-

Rutherford Co., Inc.

1394

<sup>2.</sup> ALL GAS/ELECTRIC EQUIPMENT USED FOR THIS COR WILL BE CHARGED AT A 1-DAY MINIMUM RENTAL

ORDER TO PROCEED NO.: 30083

DATE: 01 - 09 - 2018

RCIEMPLOYEE: Altonso

Lath/Plaster/Drywall/Fireproofing/EIFS 2107 Crystal Street

**UTHERFORD** CO INC.

PAGE:

winerton

NO. OF HRS EA MAN WORKED

8hs each man

Los Angeles, California 90039 Telephone (323) 666.5285

emonwood

MPR

per

EQUIPMENT RENTAL: (1 DAY MINIMUM ON ALL RENTALS)

SCISSOR LIFTS

**CEMENT PUMPS** 

X

**FORKLIFTS** 

PROJECT:

**LOCATION OF WORK:** 

LABOR & MATERIAL BREAKDOWN

FIELD LABOR - NO. OF MEN:

TOTAL MEN:

**WORK ACCEPTED & COMPLETED** 

TRUCKING

**WELDERS** 

**COMPRESSORS** 

**ROLLING UNITS** 

WORK ONGOING

RCI COR#

man

Building #2

**DESCRIPTION:** 

#### AUTHORIZATION F

ON FO	R EXTRA W	ORK COLUMN
entary	School JOB NO.	16-075
	COLUMNS: THRU	DETAIL:
		Superintendent trade damage.
TOTAL HRS		MATERIALS
	ZED SIGNER:	in the Builders Junerton Builders - 09-2018
PRII	NTED NAME: THE	ly HACKLERUR

PU 768.1

## HAMILTON CEILING SYSTEMS, INC.

572 E. Caroline Street Unit #8 San Bernardino, CA. 92408 Phone: (951) 276-1843 Fax: (951) 276-1846

License # 787546

March 16, 2018

#### **CHANGE ORDER REQUEST**

Project Name: Project Location:	Lemonwood Elementary School Oxnard, Ca.
PROPOSED CHANGE AN	MOUNT: \$3,294.83
	DESCRIPTION OF WORK TO BE PERFORMED
Remove all Tectum	panels from area and put in onsite storage bin to allow rework of Fire System
<ul><li><u>Material:</u></li><li><u>Labor:</u></li><li><u>Storage</u></li></ul>	\$0.00 \$2,482.56 (32 hrs. x \$77.58) \$382.51
• <u>Subtotal</u>	\$2,865.07
• <u>P&amp;O</u>	\$429.76
• <u>Total</u>	<u>\$3,294.83</u>
Please call if you have an	ny questions.
Submitted by: John Harrington	
	s and materials are ordered this change order must be accepted in writing and an original Change General Contractor standard form to proceed.
Accepted by:	Date:
Please Print Name:	

## HAMILTON CEILING SYSTEMS, INC.

572 E. Caroline Street Unit #8 San Bernardino, CA. 92408 Phone: (951) 276-1843

(951) 276-1846

License # 787546

March 27, 2018

Project Name: Project Location:	Lemonwood Elementary School Oxnard, Ca.
PROPOSED CHANG	E AMOUNT: \$1,425.00
	DESCRIPTION OF WORK TO BE PERFORMED
Install 5 Access I	Doors in Presentation Room Ceiling
<ul><li><u>Material:</u></li><li><u>Labor:</u></li></ul>	\$0.00 \$1,241.28 (16 hrs. x \$77.58)
• <u>Subtotal</u>	<u>\$1,241.28</u>
• <u>P&amp;O</u>	\$186,19
• <u>Total</u>	<u>\$1,427.47</u>
Please call if you hav	ve any questions.
Submitted by: John Harrington	
	nces and materials are ordered this change order must be accepted in writing and an original Change d on General Contractor standard form to proceed.
Accepted by:	Date:
Please Print Name:	

## HAMILTON CEILING SYSTEMS, INC.

#### TIME & MATERIAL

Project Name: LEMONMOOD LB
Project Location:
General Contractor: SWINERTON
DESCRIPTION OF WORK TO BE PERFORMED
LABOR:
Journeyman Hours: 8 MS
Apprentice Hours: 8 W5
MATERIAL:
Main Runners:
Cross Tees:
Wall Angle:
Wires:
Ceiling Tile & Type:
EQUIPMENT:
ADDITIONALINFO: [NESTALL FIVE (5) ACCESS DOORS, MOVE MATERIAL
Hamilton Ceiling Systems: (Print &/Sign)
Accepted by: (Print & Sign)
Date: 1/12/2018

PC1 268.1

## HAMILTON CEILING SYSTEMS, INC.

572 E. Caroline Street Unit #8 San Bernardino, CA. 92408 Phone: (951) 276-1843 Fax: (951) 276-1846 January 10, 2018

#### **CHANGE ORDER REQUEST**

Name:

Lemonwood Elementary School

Project Location:

License # 787546

Oxnard, Ca.

PROPOSED	CHANCE	ARACHNIT.
PRUPUSED	CHANGE	AMOUNT:

\$846.11

#### **DESCRIPTION OF WORK TO BE PERFORMED**

- Remove perimeter grid for Fire Sprinkler access
- Install 2' cross tee for new Tectum layout
- Material: \$115.10
   Labor: \$620.64 8 hrs. x \$77.58
   Subtotal \$735.74
   P&O \$110.36
   Total \$846.11

Please call if you have any questions.

Submitted by: John Harrington

Before work commences and materials are ordered the Order must be issued on General Contractor standard	ons change order must be accepted in writing and an original Change form to proceed.
Accepted by:	Date:
Please Print Name:	



February 19, 2018

NALANI SCANLON SWINERTON BUILDERS 865 S. FIGUEROA ST SUITE 3000 LOS ANGELES, CA 90017 1611 Kona Drive Rancho Dominguez, CA 90220 Tel (310) 764-4695 Fax (310) 764-4313

Re: LEMONWOOD K-8

Bid # Q0000733 CO- 009

REPLACE DAMAGED VCT SCRATCHES

BY OTHER TRADES

#### Dear NALANI:

Please find listed below the cost impact for EWA #49173 replace damaged VCT scratched by other trades.

#### Scope of Work:

JRNY 1	JOURNEYMAN REGULAR HOU	RS			
			HRS @	79.50	\$1,908.00
VCT	ARMSTRONG, STANDARD EXC	CELON-3	COLOURS		***
		225.00	SF @	0.98	\$220.00
ARDX 1	ARDEX FEATHER FINISH				
		1.00	@	20.00	\$20.00
ADH 1	1 GALLON OF ADHESIVE				
		1.00	@	20.00	\$20.00
				Total Price	\$2,168.00

#### Exclusions:

1. Off hours work, overtime or weekend hours. 2. Major Floor prep/moisture mitigation, joint fill or crack repair. 3. Clean, Wax and protection, major concrete patching or repair. 4. Failure due to moisture vapor transmission, slab movement or deterioration.

Approved:			
	· ·	Regards,	
	]	DAVID MARTINEZ,	JR.

## Extra Work Authorization Form

State Contractors License No. 478041 19173

Company Name:

#### M.S. ROUSE COMPANY A CORPORATION

1611 Kona Drive Rancho Dominguez, CA 90220 Tel: (310) 764-4695 Fax: (310) 764-4313

www.rousecompany.com



Date Ordered: 2 - 2 - 18	Job No.: #160356
Date Completed: 2-6-18	Job Name: LEMON WOOD SOI100 L
You are herewith authorized to do the following for the project indicated above:	ng extra work for additional compensation under your contract
Work to be performed: REPLACE DA  BY OTHER TRADES	MAGE UCT SCRATCHES AND GAUGES.
Work on level #: \( \frac{1}{ST} \) \( \frac{FLOOP}{FLOOP} \)	Area: SERVING ROOM # 2-102
Description & Quantity of materials used:	
4 BOYES OF U 1 GALLON OF	W (25)
Number of Men:	Names of Men:  Robgeto Royelo
Number of Hours: 8 - 3 DAVS	
Total Man Hours:	
Time Arrived:	
Time Departed:	
there will be additional costs added to the bas	es in the scope of work, were performed and completed, and e contract amount.  Date:
Authorized signature:  Name/Title	M PM



December 26, 2017

NALANI SCANLON SWINERTON BUILDERS 865 S. FIGUEROA ST SUITE 3000 LOS ANGELES, CA 90017

1611 Kona Drive Rancho Dominguez, CA 90220 Tel (310) 764-4695 Fax (310) 764-4313

Re: LEMONWOOD K-8

Bid # Q0000733 CO- 007 COST IMPACT FOR EWA #49166 DATED 12-07-17 FLOOR

**PROTECTION** 

#### Dear NALANI:

Please find listed below the cost impact for EWA #49166 Floor protection in room #2-102 presentation/serving.

Scope of Work:

JRNY 1 4 HR JOURNEYMAN REGULAR HOURS \$318.00 1 EA PROTECTION **RAMBOARD** \$85.00 Total Price \$403.00

Exclusions:

1. Off hours work, overtime or weekend hours. 2. Major Floor prep/moisture mitigation, joint fill or crack repair. 3. Clean, Wax and protection, major concrete patching or repair. 4. Failure due to moisture vapor transmission, slak movement or deterioration.

Approved:	
	Regards,
	DAVID MARTINEZ, JR

## Extra Work Authorization Form

State Contractors License No. 478041 49166

#### M.S. ROUSE COMPANY A CORPORATION

1611 Kona Drive Rancho Dominguez, CA 90220 Tel: (310) 764-4695 Fax: (310) 764-4313



, · · · · · · · · · · · · · · · · · · ·	ww.rousecompany.com
Date Ordered: 12-7-17	Job No.: 160356
Date Completed:	Job Name: 16MONW OND
	SCHOOL
You are herewith authorized to do the follow for the project indicated above:	ing extra work for additional compensation under your contract
Work to be performed: FLOOR PR	OTTOTION IN ROOM 1/ 2-102 SE
OTAGE TRADES CAND	work in conjultion dos
Work on level #:	Area: Room # 2-102
Description & Quantity of materials used:	
RAU BOARD,	1. Rocc
HER.	CHRIS TO VERIFY MON. 12/11/17
Number of Men:	Names of Men:
Number of Hours:	- 11B7RYO LLUNDIO
lumber of mours:	a set in material of the commence of the second of the sec
otal Man Hours:	
ime Arrived:	30075
	Ac > C
ime Departed:	
he undersigned agrees that the above chang	ges in the scope of work, were performed and completed, and
here will be additional costs added to the ba	P Date: 12/8/17
uthorized signature:	Date: 12/0//
Name/Title	
ompany Name: SIXINER TON	



RFC: Material & Labor Installation	Project Name:	Lemony	vood E.S	6.			2000000000	
T&M Tickets	Project #:						1/1	1/2018
MATERIAL	QTY	UNIT		Unit		TENSION	_	TOTAL
primer	2 3	EA EA	\$	27.88 36.55	\$	55.76 109.65	+	55.76 109.65
finish tape	3	LS	\$	6.45	\$	103.03	\$	-
plastic		EA	\$	24.40	\$	-	\$	-
misc		EA			\$	-	\$	-
		EA			\$	-	\$	-
		EA			\$	-	\$	
		LS	-		\$	-	\$	
Martin College					\$	-	\$	165.41
Material Subtotal  Material Tax 8%	A CONTRACTOR OF THE CONTRACTOR						\$	13.23
Material Mark Up (15% of Material Subtotal)							\$	24.81
MATERIAL TOTALS		100000000			H.		\$	203.45
Equipment	QTY	UNIT	UNIT	COST	EXT	TENSION		
		DAVC	T &	80.00	<u> </u>		4	
Airless Sprayer		DAYS	\$	89.00	\$	-	\$	
		DATS	<b>†</b>		\$		\$	
					\$	-	\$	-
					\$	-	\$	
					\$	-	\$	-
					\$	-	\$	-
					\$	-	\$	-
Equipment Subtotal							\$	
Equipment Tax Equipment Mark Up (10% of Equipment Subtotal)							\$	
EQUIPMENT TOTALS		20050 F/20					\$	5555550-15
EQUIFMENT TOTALS				***************************************			The second of	
Labor	TYPE	HOURS	RATE	UNIT		ENSION		
					\$		\$	-
		45.00	\$ 49.99	9 \$/hr	\$	749.85	\$	740.05
Labor Man Hours For Proposed Work		15.00						
DCI (MIC		15					\$	749.85 59.85
PSI/WC		15	\$ 3.99		\$	59.85	\$	59.85
PSI/WC		15				59.85		59.85
PSI/WC		15			\$ \$	59.85 -	\$	59.85 -
Labor Subtotal		15	\$ 3.99		\$ \$ \$	59.85 - -	\$ \$ \$ \$	59.85 - - - - 809.70
abor Subtotal ABOR MARK-UP (15% of Subtotal)		15	\$ 3.99		\$ \$ \$	59.85 - -	\$ \$ \$ \$ \$	59.85 - - - - 809.70 121.46
abor Subtotal ABOR MARK-UP (15% of Subtotal)		15	\$ 3.99		\$ \$ \$	59.85 - -	\$ \$ \$ \$	59.85 - - - - 809.70
abor Subtotal ABOR MARK-UP (15% of Subtotal) abor TOTALS	OTY		\$ 3.99	9 \$/hr	\$ \$ \$ \$	59.85 - - -	\$ \$ \$ \$ \$	59.85 - - - - 809.70 121.46
abor Subtotal ABOR MARK-UP (15% of Subtotal) abor TOTALS	QTY	UNIT Ea	\$ 3.99	9 \$/hr	\$ \$ \$ \$	59.85 - -	\$ \$ \$ \$ \$	59.85 - - - - 809.70 121.46
abor Subtotal ABOR MARK-UP (15% of Subtotal) abor TOTALS	QTY	UNIT	\$ 3.99	9 \$/hr	\$ \$ \$ \$ <b>EXT</b>	59.85 - - - - - - ENSION	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 - - 809.70 121.46 931.16
abor Subtotal ABOR MARK-UP (15% of Subtotal) abor TOTALS Subcontractor Buy Out / Tiered Subs	QTY	<b>UNIT</b> Ea	\$ 3.99	9 \$/hr	\$ \$ \$ \$	59.85 - - - - - - ENSION	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 - - 809.70 121.46 931.16
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abor Subtotal  ABOR MARK-UP (15% of Subtotal)  abor TOTALS  Subcontractor Buy Out / Tiered Subs  Subcontractor Subtotal  Subcontractor Mark Up (5% of Subtotal)	QTY	<b>UNIT</b> Ea	\$ 3.99	9 \$/hr	\$ \$ \$ \$ <b>EXT</b> \$ \$	59.85 - - - - - ENSION - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 - - 809.70 121.46 931.16
abor Subtotal  ABOR MARK-UP (15% of Subtotal)  abor TOTALS  Subcontractor Buy Out / Tiered Subs  Subcontractor Subtotal  Subcontractor Mark Up (5% of Subtotal)	QTY	<b>UNIT</b> Ea	\$ 3.99	9 \$/hr	\$ \$ \$ \$ <b>EXT</b>	59.85 - - - - - ENSION - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 - - 809.70 121.46 931.16
Labor Subtotal LABOR MARK-UP (15% of Subtotal) Labor TOTALS  Subcontractor Buy Out / Tiered Subs  Subcontractor Subtotal Subcontractor Mark Up (5% of Subtotal)  SUBCONTRACTOR TOTALS	QTY	<b>UNIT</b> Ea	\$ 3.99	9 \$/hr	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 - - - - - ENSION - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 - - 809.70 121.46 931.16
abor Subtotal  ABOR MARK-UP (15% of Subtotal)  abor TOTALS  Subcontractor Buy Out / Tiered Subs  Subcontractor Subtotal  Subcontractor Mark Up (5% of Subtotal)		UNIT Ea Ea	\$	OST COST	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 - - - - - ENSION - - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 - - 809.70 121.46 931.16
Labor Subtotal LABOR MARK-UP (15% of Subtotal) Labor TOTALS  Subcontractor Buy Out / Tiered Subs  Subcontractor Subtotal Subcontractor Mark Up (5% of Subtotal)  SUBCONTRACTOR TOTALS		UNIT Ea Ea UNIT LOT EA	\$	9 \$/hr COST	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 ENSION ENSION	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 - - 809.70 121.46 931.16
Labor Subtotal LABOR MARK-UP (15% of Subtotal) Labor TOTALS  Subcontractor Buy Out / Tiered Subs  Subcontractor Subtotal Subcontractor Mark Up (5% of Subtotal)  SUBCONTRACTOR TOTALS		UNIT Ea Ea UNIT LOT	\$	OST COST	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 
abor Subtotal ABOR MARK-UP (15% of Subtotal) abor TOTALS  Subcontractor Buy Out / Tiered Subs  Subcontractor Subtotal Subcontractor Mark Up (5% of Subtotal)  SUBCONTRACTOR TOTALS		UNIT Ea Ea UNIT LOT EA	\$	OST COST	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 - - 809.70 121.46 931.16
Labor Subtotal LABOR MARK-UP (15% of Subtotal) Labor TOTALS  Subcontractor Buy Out / Tiered Subs  Subcontractor Subtotal Subcontractor Mark Up (5% of Subtotal) SUBCONTRACTOR TOTALS  Prevailing IRS Rate		UNIT Ea Ea UNIT LOT EA	\$	OST COST	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 - - 809.70 121.46 931.16
abor Subtotal ABOR MARK-UP (15% of Subtotal) abor TOTALS Subcontractor Buy Out / Tiered Subs Subcontractor Subtotal Subcontractor Mark Up (5% of Subtotal) SUBCONTRACTOR TOTALS Prevailing IRS Rate		UNIT Ea Ea UNIT LOT EA	\$	OST COST	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 ENSION ENSION	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 
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abor Subtotal ABOR MARK-UP (15% of Subtotal) abor TOTALS Subcontractor Buy Out / Tiered Subs Subcontractor Subtotal Subcontractor Mark Up (5% of Subtotal) SUBCONTRACTOR TOTALS Prevailing IRS Rate SUMMARY MATERIAL TOTAL COST EQUIPMENT TOTAL COST		UNIT Ea Ea UNIT LOT EA	\$	OST COST	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 ENSION ENSION	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 
LABOR Subtotal ABOR MARK-UP (15% of Subtotal) ABOR MARK-UP (15% of Subtotal) ABOR TOTALS  Subcontractor Buy Out / Tiered Subs  Subcontractor Mark Up (5% of Subtotal) BUBCONTRACTOR TOTALS  Prevailing IRS Rate  UMMARY  MATERIAL TOTAL COST LABOR TOTAL COST  LABOR TOTAL COST  SUBCONTRACTOR BUY OUT / TIERED SUBS TO	QTY	UNIT Ea Ea UNIT LOT EA	\$	OST COST	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85
abor Subtotal ABOR MARK-UP (15% of Subtotal) abor TOTALS  Subcontractor Buy Out / Tiered Subs  Subcontractor Subtotal Subcontractor Mark Up (5% of Subtotal)  SUBCONTRACTOR TOTALS  Prevailing IRS Rate  SUMMARY  MATERIAL TOTAL COST EQUIPMENT TOTAL COST . LABOR TOTAL COST . SUBCONTRACTOR BUY OUT / TIERED SUBS TO . UNIT BUY OUT TOTAL	QTY	UNIT Ea Ea UNIT LOT EA	\$	OST COST	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85
LABOR Subtotal ABOR MARK-UP (15% of Subtotal) ABOR MARK-UP (15% of Subtotal) ABOR TOTALS  Subcontractor Buy Out / Tiered Subs  Subcontractor Mark Up (5% of Subtotal) BUBCONTRACTOR TOTALS  Prevailing IRS Rate  UMMARY  MATERIAL TOTAL COST LABOR TOTAL COST  LABOR TOTAL COST  SUBCONTRACTOR BUY OUT / TIERED SUBS TO	QTY	UNIT Ea Ea UNIT LOT EA	\$	OST COST	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85 809.70 121.46 931.16
abor Subtotal ABOR MARK-UP (15% of Subtotal) abor TOTALS  Subcontractor Buy Out / Tiered Subs  Subcontractor Subtotal Subcontractor Mark Up (5% of Subtotal)  SUBCONTRACTOR TOTALS  Prevailing IRS Rate  SUMMARY  MATERIAL TOTAL COST EQUIPMENT TOTAL COST . LABOR TOTAL COST . SUBCONTRACTOR BUY OUT / TIERED SUBS TO . UNIT BUY OUT TOTAL	QTY	UNIT Ea Ea UNIT LOT EA	\$ -	OST COST	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	59.85

Date:0/3/1.18	Krisim	iph l	Pairtie	ng)	
Contractor: Sum Project: Linew Williams	D , /-	MTWTH SS	LDD 2 SU (circle day of	the week	,
Description of Work: fix KEPAIZ AZOIKS Name  1.  Number Bland	Damacoo & Hours	Sprinkly By Sprink	1	ESI'EN	PETAIN BILLING
Gre Raulpinc 3.	+ 7		· .		
5. Paint & Supplies: 29alla	-5 Prins	30allas	part.		
	rial Lift Other: \$75.00 per hour ged @ 1½ -2X actual otiable contract pay serve as a formal writious contract docum ile outside a 60 mile	rate based on ho able within 15 da itten change orda nents rädius from our sh	(circle item ours, weekends or ys of invoicing er and will take	·	
Triumph Painting By Note Band itle: Forema.	•	Responsible  By:  Title:	Pairiy Date	) 	18

Please e-mail to jasmine.triumphpaint@yahoo.com



RFC: Material & Labor Installation	Project Name:	Lemony	ood E.S	6.	COMME			te iga spila is paervaganinasis is
T&M Tickets	Project #:	Lemony	Tood E.c	· ·		Date	: 1/1	2/2018
MATERIAL	QTY	UNIT	\$ /	Unit	1 88	EXTENSION	1	TOTAL
primer	1	EA	\$	27.88	\$	27.88	\$	27.88
finish	2	EA	\$	36.55		73.10	\$	73.10
tape		LS	\$	6.45	<del>-</del>	-	\$	-
plastic		EA	\$	24.40		-	\$	-
misc		EA			\$	-	\$	
		EA	-		\$		\$	
		EA LS	-		\$		\$	-
		L3	-		\$		\$	
Material Subtotal					Ţ		\$	100.98
Material Tax 8%							\$	8.08
Material Mark Up (15% of Material Subtotal)							\$	15.15
MATERIAL TOTALS							\$	124.21
Equipment	QTY	UNIT	UNIT	COST	- 47	EXTENSION		
		DAVC	T è	00.00	_		ė	
Airless Sprayer		DAYS DAYS	\$	89.00	\$		\$	
		DATS	-		\$		\$	
					\$		\$	_
					\$	-	\$	-
					\$	-	\$	-
					\$	-	\$	-
					\$	-	\$	-
Equipment Subtotal							\$	-
Equipment Tax							\$	•
Equipment Mark Up (10% of Equipment Subtotal)							\$	-
							4	
EQUIPMENT TOTALS							\$	
EQUIPMENT TOTALS		HOURS	RATE	UNIT		EXTENSION	\$	<del>-</del>
	ТҮРЕ	HOURS	RATE	UNIT	\$	EXTENSION -	\$	-
EQUIPMENT TOTALS		HOURS	RATE		\$		\$	-
Labor Labor Man Hours For Proposed Work		14.00	\$ 49.9	9 \$/hr	\$ \$ \$	- - 699.86	\$ \$	699.86
Labor Labor Man Hours For Proposed Work				9 <b>\$/h</b> r	\$ \$ \$	- - 699.86 55.86	\$ \$ \$	- 699.86 55.86
Labor Labor Man Hours For Proposed Work		14.00	\$ 49.9	9 \$/hr	\$ \$ \$ \$	- - 699.86 55.86	\$ \$ \$ \$	699.86 55.86
Labor Labor Man Hours For Proposed Work		14.00	\$ 49.99	9 \$/hr	\$ \$ \$ \$	- - 699.86 55.86 - -	\$ \$ \$ \$ \$	- 699.86 55.86 - -
Labor  Labor Man Hours For Proposed Work PSI/WC		14.00	\$ 49.9	9 \$/hr	\$ \$ \$ \$	- - 699.86 55.86	\$ \$ \$ \$ \$ \$	- 699.86 55.86 - -
Labor Man Hours For Proposed Work PSI/WC Labor Subtotal		14.00	\$ 49.99	9 \$/hr	\$ \$ \$ \$	- - 699.86 55.86 - -	\$ \$ \$ \$ \$ \$ \$	- 699.86 55.86 - -
Labor Man Hours For Proposed Work PSI/WC  Labor Subtotal LABOR MARK-UP (15% of Subtotal)		14.00	\$ 49.99	9 \$/hr	\$ \$ \$ \$	- - 699.86 55.86 - -	\$ \$ \$ \$ \$ \$	699.86 55.86 - - - 755.72
Labor Man Hours For Proposed Work PSI/WC Labor Subtotal		14.00	\$ 49.99	9 \$/hr	\$ \$ \$ \$	- - 699.86 55.86 - -	\$ \$ \$ \$ \$ \$ \$	699.86 55.86 - - - 755.72 113.36
Labor Man Hours For Proposed Work PSI/WC  Labor Subtotal LABOR MARK-UP (15% of Subtotal) Labor TOTALS		14.00	\$ 49.99 \$ 3.99 \$ -	9 \$/hr	\$ \$ \$ \$ \$	- - 699.86 55.86 - -	\$ \$ \$ \$ \$ \$ \$ \$ \$	699.86 55.86 - - - 755.72 113.36
Labor Man Hours For Proposed Work PSI/WC  Labor Subtotal LABOR MARK-UP (15% of Subtotal) Labor TOTALS	TYPE	14.00 14 UNIT Ea	\$ 49.99 \$ 3.99 \$ -	9 \$/hr 9 \$/hr	\$ \$ \$ \$	- 699.86 55.86 - - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	755.72 113.36 869.08
Labor Man Hours For Proposed Work PSI/WC  Labor Subtotal LABOR MARK-UP (15% of Subtotal) Labor TOTALS	TYPE	14.00 14	\$ 49.99 \$ 3.99 \$ -	9 \$/hr 9 \$/hr	\$ \$ \$ \$ \$ \$ \$ \$ \$	- 699.86 55.86 - - - - - EXTENSION	\$ \$ \$ \$ \$ \$ \$ \$	755.72 113.36 869.08
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Please e-mail to jasmine.triumphpaint@yahoo.com

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Please e-mail to jasmine.triumphpaint@yahoo.com



January 24, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0273.1 RFI 317.1 Add structural bracing at MPR high roof area

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Contract documents call for backboard supports to be mounted to W8 beams in the high ceiling framing, however the supports could be attached these beams and had to be attached to the W24 roof framing beams. These beams had to be braced as described in the RFI 317.1

Phase	Category	Description	Subcontractor	Quote
051200	71140	RFI 317.1 Add support bracing for basketball backboard supports at MPR high ceiling	BECK STEEL, INC.	6,738.00
099100	71140	RFI 317.1 Add support bracing for basketball backboard supports at MPR high ceiling. Paint new bracing members to match surrounding area	Triumph Painting	694.00
			Subtotal	7,432.00
007480	71160	Subguard	1.15%	85.47
007410	71160	Builders Risk	0.6%	45.11
007420	71160	General Insurance	1.15%	86.45
007510	71160	P&P Bond	1%	74.32
991000	79999	Change Order Fee	5%	382.45
			Markup Subtotal	673.80
			PCI Total	8,105.80

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 8,105.80.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if



not accepted within days of its issuance.

This request does not include additional cost or delay due to late approval.

" This request does not include additional cost of dolay dde	to late approvail
X We <b>HAVE</b> proceeded with this revised work per your instr	uctions. Please issue a change order.
Upon acceptance of this change order request, a formal change or acknowledges that Swinerton Builders has proceeded with the about	
If you have any questions or comments pertaining to this matter, p	lease contact the undersigned.
Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
	Ву:
Date: 124/2018	Date:



November 30, 2017

Swinerton 865 S. Figueroa Street, Suite 3000 Los Angeles, Ca 90017 (805) 832-4993

Attention: Nalani Scanlon

Reference: Lemonwood K-8 Reconstruction

Job # 1624

**BCP# 18** 

Nalani,

Please find below our estimated cost associated with scope changes as a result of RFI #317R1; field fabricate new angle braces and clips for basketball supports.

The scope of the change is as follows:

<b>Total Change Order Request:</b>	\$6,738
5% OH&P	\$259
Total Field Cost per Attached:	\$5,178
15% Markup:	\$170
Subtotal:	\$1,131
Tax on Material	\$26
Freight	\$0
Fab Farmout	\$0
Other Buyouts	\$0
Deck	\$0
Joists	\$0
Material (500 lbs)	\$1,105
Engineering	\$0
Detailing	\$0

Requested Change in Subcontract Time due to this change (World	k Days)	0	
The requested extension to the Subcontract Schedule reflects	additional days	for fabrication and	for installation.

We await written acceptance of pricing and notice to proceed. Do not hesitate to call with any questions you might have regarding this proposal.

Best Regards,

Colin Peckham/ cf Project Manager Beck Steel, Inc. (909) 376-9119



#### PRO STEEL ERECTORS, INC.

180 South First Street Ste 13 Dixon, Ca. 95620 (714) 465-5354 (830) 463-6013 fax

November 29, 2017

Shift 1 Rate

Beck Steel, Inc 401 N. Loop 289 Lubbock, TX 79403

ATTN: Randy Young

RE: 1624 Lemonwood Elementary School

**COR #33** 

RFI # 317R1

In regards to the above reference matter please accept the following pricing and break down for your review and consideration:

#### **DESCRIPTION**

MPR Bldg

Fabbed 8 clips & 4 angles. Installed above back boards in MPR Bldg. Grinded paint out of weld area. Grinded all torch cuts smooth. Plug welded holes in clips. Grinded smooth. Protected finish on back board supports with fire blankets. Fit up & weld out angles & clips.

See attached T&M tickets for 11/7-11/8.

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Journeyman Ironworker Shift 1		14 m	nh @	\$	84.98	/mh	\$ 1,189.72
Apprentice Shift 1		4 m	nh @	\$	79.56	/mh	\$ 318.24
Gen Foreman OT Shift 1		0.5 m	nh @	\$	119.09	/mh	\$ 59.55
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Small Tools				\$	3.04	/hr	\$ 104.88
Safety Equipment				\$	2.15	/hr	\$ 74.18
Field Truck				\$	30.00	/hr	\$ 480.00
Weld Std	1	16.00 /hr		\$	26.40	/hr	\$ 422.40
Torch Setup	1	8.00 /hr		\$	15.00	/hr	\$ 120.00
•			5	Sub	Total		\$ 4,502.80
					Markup	15%	\$ 675.42
					Total		\$ 5,178.21

Days added to the schedule

2 work days

REMOBILIZATION LOST PRODUCTIVITY:

0 work days

Exclusions and conditions are similar to those for existing contract work. Sub and Travel must be added to this Change.

Please call if you have any questions or concerns.

Sincerely,

PRO STEEL ERECTORS, INC.

Lisa Anderson



## PRO STEEL ERECTORS, INC.

Submit to: QC@prosteelerectors.co Lic CA:805663 NV:0067220 submit copies to QC as written and after signed

## **Time & Material** Sheet

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### PRO STEEL ERECTORS, INC.

Submit to: QC@prosteelerectors.co Lic CA:805663 NV:0067220 submit copies to QC as written and after signed

## **Time & Material Sheet**

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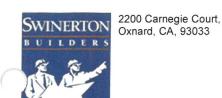
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Equipment Mark Up (10% of Equipment Subtotal)  EQUIPMENT TOTALS  abor  abor Man Hours For Proposed Work  SI/WC  abor Subtotal  ABOR MARK-UP (15% of Subtotal)  abor TOTALS  Subcontractor Buy Out / Tiered Subs		7.00 7 <b>UNIT</b> Ea	\$ 49.99 \$ 3.99 \$ -	\$/hr \$/hr	\$ \$ \$ \$ \$ \$ \$	349.93 27.93 - - - TENSION	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	349.93 27.93 27.93 - - 377.86 56.68 434.54
Equipment Mark Up (10% of Equipment Subtotal) EQUIPMENT TOTALS  abor  abor Man Hours For Proposed Work  SI/WC  abor Subtotal ABOR MARK-UP (15% of Subtotal) abor TOTALS  subcontractor Buy Out / Tiered Subs  subcontractor Subtotal subcontractor Subtotal subcontractor Mark Up (5% of Subtotal)		7.00 7 <b>UNIT</b> Ea	\$ 49.99 \$ 3.99 \$ -	\$/hr \$/hr	\$ \$ \$ \$ \$ \$ \$	349.93 27.93 - - - TENSION	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	349.93 27.93 - - 377.86 56.68 434.54
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Equipment Mark Up (10% of Equipment Subtotal)  EQUIPMENT TOTALS  abor  abor Man Hours For Proposed Work  SI/WC  abor Subtotal  ABOR MARK-UP (15% of Subtotal)  abor TOTALS  subcontractor Buy Out / Tiered Subs  subcontractor Subtotal  subcontractor Mark Up (5% of Subtotal)  subcontractor Mark Up (5% of Subtotal)	QTY	7.00 7 UNIT Ea Ea	\$ 49.99 \$ 3.99 \$ -	\$/hr \$/hr	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	349.93 27.93 - - - - TENSION - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	349.93 27.93 - - 377.86 56.68 434.54
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equipment Mark Up (10% of Equipment Subtotal) EQUIPMENT TOTALS  abor  abor Man Hours For Proposed Work SI/WC  abor Subtotal ABOR MARK-UP (15% of Subtotal) abor TOTALS  subcontractor Buy Out / Tiered Subs  ubcontractor Subtotal ubcontractor Mark Up (5% of Subtotal) UBCONTRACTOR TOTALS  revailing IRS Rate	QTY	7.00 7  UNIT Ea Ea UNIT LOT EA	\$ 49.99 \$ 3.99 \$ -	\$/hr \$/hr	\$	349.93 27.93 - - - - TENSION - - - - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	349.93 27.93 
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Equipment Mark Up (10% of Equipment Subtotal)  EQUIPMENT TOTALS  abor  abor Man Hours For Proposed Work  ESI/WC  abor Subtotal  ABOR MARK-UP (15% of Subtotal)  abor TOTALS  Subcontractor Buy Out / Tiered Subs  Subcontractor Subtotal  Subcontractor Mark Up (5% of Subtotal)  Fevailing IRS Rate  UMMARY  MATERIAL TOTAL COST	QTY	7.00 7  UNIT Ea Ea UNIT LOT EA	\$ 49.99 \$ 3.99 \$ -	\$/hr \$/hr	\$	349.93 27.93 - - - - TENSION - - - - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	349.93 27.93 
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Equipment Mark Up (10% of Equipment Subtotal)  EQUIPMENT TOTALS  abor  abor Man Hours For Proposed Work  SI/WC  abor Subtotal  ABOR MARK-UP (15% of Subtotal)  abor TOTALS  Subcontractor Buy Out / Tiered Subs  Subcontractor Mark Up (5% of Subtotal)  BUBCONTRACTOR TOTALS  IVERIAL TOTAL COST  EQUIPMENT TOTAL COST  LABOR TOTAL COST  SUBCONTRACTOR BUY OUT / TIERED SUBS T	QTY	7.00 7  UNIT Ea Ea UNIT LOT EA	\$ 49.99 \$ 3.99 \$ -	\$/hr \$/hr	\$	349.93 27.93 - - - - TENSION - - - - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	349.93 27.93 
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## Request For Information # 000317.1

To:

SVA ARCHITECTS, INC.

Attention: CC:

Tom Bardwell Chris Yafuso Paul Vernier

Christopher Barbato

Jacob Ham

RFI Date:

Date Due: RFI Type:

Priority:

Schedule/Activity ID: Document Reference:

Spec Section:

Status:

Returned

11/07/2017 11/14/2017

Structural

High

Subject:

MPR Basketball Back Drops

#### **INFORMATION REQUESTED:**

Requested By:

Nalani Scanlon

Per RFI 317 response, is a kicker required at each pipe support location per 8/S-502, which refers to 9/S-503 for the angle detail?

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

PSE - "8/S-502 shows that a kicker is required where the pipe supports clamps on to the beam. This detail then references 9/S-503 for the specifics of the angle and connection. In lieu of the L4x4x3/8 on 9/S-503, it's structurally acceptable to use a L6x6x5/16. Per as-built conditions there are 6 attachment points per backstops, hence 6 kickers will be required per 8/S-502".

Per phone conversation with IOR and SEOR, at total of (4) brace points will be required, not (6). Please confirm.

ANSWER:

Answered By: Tom Bardwell

Date of Response: 11/17/2017

4 brace points structurally acceptable.

PSE-11/17/17

**ATTACHMENTS:** 

**RFI 317** 



December 7, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0275 Added storage cost of concrete benches due to project delay

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Add \$250.04 for added storage time due to project delay

Phase	Category	Description	Subcontractor	Quote
129343	71140	Add \$250.04 for added storage time due to project delay	Wausau Tile Inc.	250.04
			Subtotal	250.04
007480	71160	Subguard	1.15%	2.88
007410	71160	Builders Risk	0.6%	1.52
007420	71160	General Insurance	1.15%	2.91
007510	71160	P&P Bond	1%	2.50
991000	79999	Change Order Fee	5%	12.87
			Markup Subtotal	22.68
			PCI Total	272.72

#### TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 272.72.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to the	nis matter, please contact the undersigned.
Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
	Ву:
Date: 12/07/2017	Date:



PLEASE INDICATE INVOICE NUMBER AND/OR CUSTOMER NUMBER WITH REMITTANCE.

**REMIT TO ADDRESS:** WAUSAU TILE INC. P.O. BOX 1520

WAUSAU, WI 54402-1520

536276

SHIP TO:

SWINERTON BUILDERS 2200 CARNEGIE COURT DXNARD CA 93033

USA

NOV 1 3 2017

11/01/17 2/01/17

N

USDUS Dollars HE DOLLARS

MET 30 DAVE

SOLD TO:

SWINERTON BUILDERS

17731 MITCHELL NORTH STE 200

IRVINE CA 92614

USA

CUSTOMER	ORDER	SALES REP.	P.O. NUMBER	RO. REV.
1 28020469	CO 611215	61	14055104-045	DINO WEIGHT
SHIP NO.	SHIP VII	<u> </u>	SHIP DATE	SHIP WEIGHT
LINE NO. ITEM	NUMBER / DESCRIPTION	U/M	QUANTITY / PRICE	NET SALES AMOUNT
			Tracking#:	
STORAGE	FEES			
SHIPPING	3			250.0
3				
-				
SEE TERMS	AND CONDITIONS ON BA	CK		

**NET SALES** MISC. CHARGES ADDL. CHARGES **TAXES** 

.00

.00 250.04

**ORIGINAL INVOICE** 

.00 .00

AMOUNT DUE



December 13, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0281 TEC RFI 069 Add power to EWH 1-224

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Provide power to EWH located in room 1-224 in the Classroom Building. No provisions provided in the contract documents

Phase	Category	Description	Subcontractor	Quote
260010	71140	Add power to EWH in 1-224 per TEC RFI 069	TAFT ELECTRIC COMPANY	1,550.00
			Subtotal	1,550.00
007480	71160	Subguard	1.15%	17.83
007410	71160	Builders Risk	0.6%	9.41
007420	71160	General Insurance	1.15%	18.03
007510	71160	P&P Bond	1%	15.50
991000	79999	Change Order Fee	5%	79.76
			Markup Subtotal	140.53
			PCI Total	1,690.53

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 1,690.53.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to	this matter, please contact the undersigned.
Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
	Ву:
Date:12/13/2017	Date:



#### TEC RFI 069

Detailed, RFIs without Routing Information Grouped by RFI Number

2241 LemonwoodProject # 2241Taft Electric Company2200 Carnegie CourtTel: Fax:Oxnard, CA 93033

RFI #: 069

RFI Issued To:

Contact Name

Author Company

Authored By

Swinerton Builders

Nalani Scanlon

Taft Electric Company

P.O. Box 3416

Ventura, CA 93006

Authored By

Matt Gobuty

RFI Answered By: Owner RFI Number

 Subject
 Discipline
 Category

 Janitor 1-224 Water Heater
 Electrical

 Cost Impact
 Amount
 Sched Impact
 Days
 Dwg Impact

 Not Sure
 Not Sure
 Not Sure

 Cost Impact Comments
 Sched Impact Comments
 Dwg Impact Comments

Cc: Company Name Contact Name Copies Notes

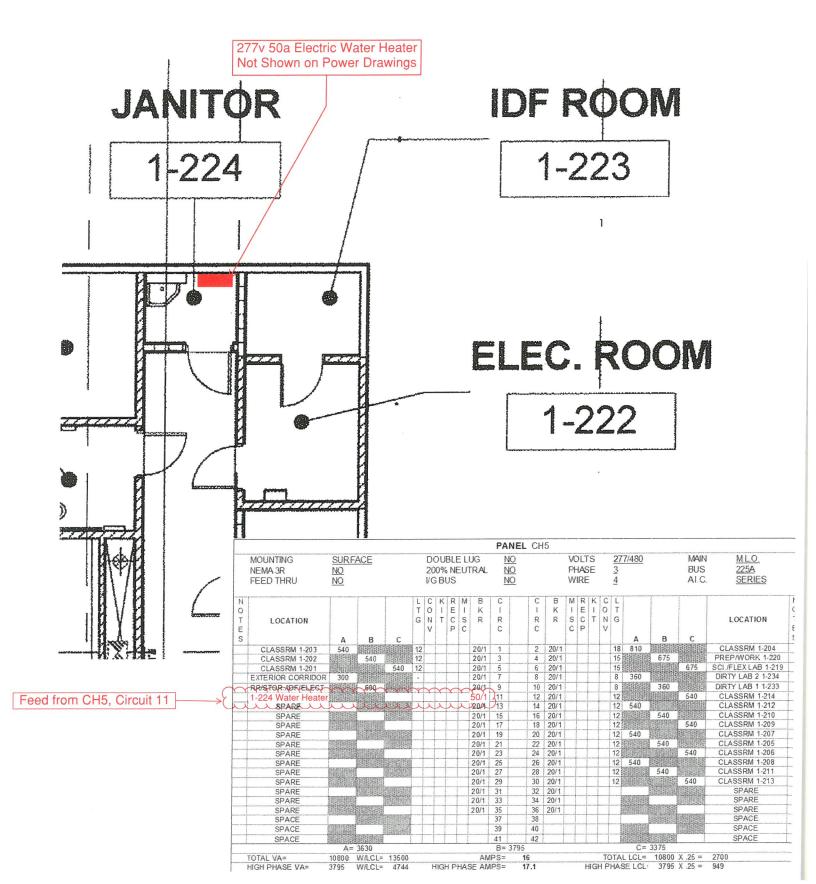
Question Date Required: 12/20/2017

There is an electric water heater installed in Classroom Building room 1-224 Janitor's closet. It is not shown on the power drawings or panel schedule. We recommend feeding it from panel CH5, circuit 11. Please advise.

Suggestion

Answer Date Answered:

Prolog Manager Printed on: 12/13/2017 TaftProlog Page 1





Prolog Manager

Printed on: 12/13/2017 TaftProlog

## **Change Order Request**

Page 1

Detailed, Grouped by Each Number

2241 Lemonwood 2200 Carnegie Court Oxnard, CA 93033	Project # 2241 Tel: Fax:	Taft	Electric Company
Change Order Request: 070			Date:
То:	From:		
Description	Ca	tegory Status	
Electric Water Heater Classroom Floor 2		open	
Reference	Required By	Days Req	Amt Req
TEC RFI 069		0	1,550
overhead feed and terminations from panel	RFI 069 2nd Floor Water Heater. This includes CH5, circuit 11 to the electric water heater in Jar n the above date. We reserve our right to re-quo	nitor room 1-224.	
Attached is the back up for your review. Ple	ease call should you have any questions.		
Matt Gobuty Project Manager (805)654-7994			
PCO No Date Reference	Amt Prop Da	ays Req Category	Reason
Description	Notes		
Approved By: Signature			
Name	Date		

### TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#_	2241	TEC COR#: _	70
				CUST RFP#:	
COR DESCRIPTION: _	2nd Floor Water Heate	er		DATE:	12/13/2017

TAKE OFF					
DESCRIPTION	MATERIAL	HOURS			
Conest Takeoff (see attached)	\$432.07	11.84			
	\$0.00	0.00			
	\$0.00	0.00			
	\$0.00	0.00			
	\$0.00	0.00			
	\$0.00	0.00			
	\$0.00	0.00			
	\$0.00	0.00			
	\$0.00	0.00			
	\$0.00	0.00			
	\$0.00	0.00			
	\$0.00	0.00			
	\$0.00	0.00			
	\$0.00	0.00			
	\$0.00	0.00			
ТОТ	AL \$432.07	11.84			

TAKEOFF MATERIAL				
%	DESCRIPTION	AMOUNT		
0.00%		\$0.00		
7.75%	SALES TAX	\$33.49		
0.00%		\$0.00		
0.00%		\$0.00		
	SUBTOTAL MATERIAL	\$465.56		
15.00%	OVERHEAD & PROFIT	\$69.83		
	TOTAL TAKEOFF MATERIAL	\$535.39		

VENDOR	QUOTED MATERIAL DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
1		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL QUOTES	\$0.00

VENDOR	SUBCONTRACTORS DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL SUBCONTRACTS	\$0.00

LA	BOR EXP	NSES	
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	11.84	\$84.42	\$999.53
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	SUBTOTA	AL LABOR	\$999.53
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
	SUBTOTA	L LABOR	\$999.53
	TOTA	L LABOR	\$999.53

%	DIRECT JOB EXPENSES DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.00
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
	SUBTOTAL DJE	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL DJE	\$0.00

	CHANGE REQUEST SUMMARY	
	TAKEOFF MATERIAL	\$535.39
	QUOTED MATERIAL	\$0.00
	SUBCONTRACTORS	\$0.00
	LABOR EXPENSES	\$999.53
	DIRECT JOB EXPENSES	\$0.00
	SUBTOTAL CHANGE REQUEST	\$1,534.92
0.00%		\$0.00
0.00%		\$0.00
1.00%	BOND COSTS	\$15.35
CH	ANGE PROPOSAL TOTAL	\$1,550

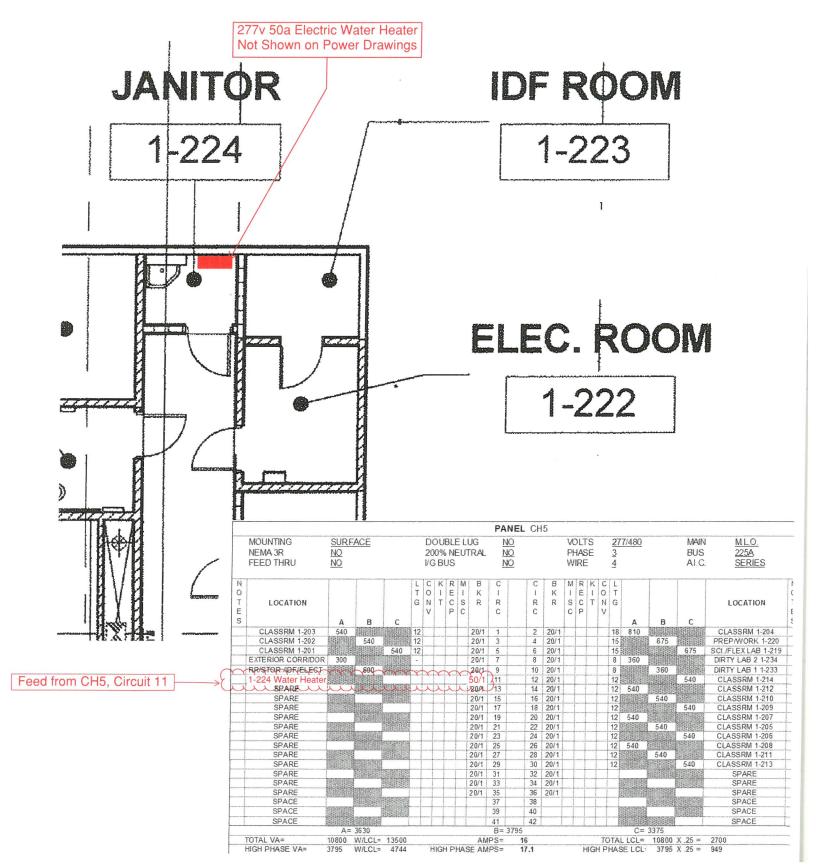
Job ID: 2241 LEMONWOOD COR
Project: 2241 Lemonwood COR



#### Takeoff

Vendor: TAFT					Labor Level: LABOR 1			13 Dec 2017 13:	:07:57
Region: COR 07	0 2ND FL	WATE	R HEATI	ER					
						Material	Material	Labor	Labo
Item #	Qty	U/M	Q/M	Size	Description	Unit	Result	Unit	Result
180094	1	EA	М	50/1	BOLT-ON BREAKER	103.4999	103.50	1.0000	1.00
67	1		М		HD SAFETY SWITCH 600V 60AMP	117.8999	117.90	2.0000	2.00
10048	40	FT	М	1	EMT	0.8285	33.14	0.0550	2.20
30128	5	EA	M	1	EMT STEEL-SS COUPLING	0.5841	2.92	0.0600	0.30
30554	1	EA	M	1	EMT LB CONDUIT BODY	19.0906	19.09	0.7500	0.75
30208	2	EA	М	1	EMT STEEL SS INS-THROAT CONNECTOR	0.6390	1.28	0.1200	0.24
61	4		М		CONDUIT SUPPORT 1/2"-1"	5.8000	23.20	0.2000	0.80
32	2		М		FIRESTOPPING 1/2" - 2"	25.0000	50.00	0.2200	0.44
70036	90	FT	М	6.	THHN/THWN CU (STR)	0.5068	45.61	0.0110	0.99
100155	4	EA	М	6.	WIRE TERMINATION	0.0000	0.00	0.2200	0.88
70030	45	FT	М	10	THHN/THWN CU (SOL)	0.1650	7.42	0.0070	0.32
100153	4	EA	М	10	WIRE TERMINATION	0.0000	0.00	0.1800	0.72
TITLE	1		М	1	LIQUIDTITE COND WHIP	0.0000	0.00	0.0000	0.00
50075	1	FT	М	1	LIQUIDTITE CONDUIT	2.0835	2.08	0.0750	0.08
50086	1	EA	M	1	LIQUIDTITE ANGLE CONNECTOR	10.3297	10.33	0.2880	0.29
50097	1	EA	М	1	LIQUIDTITE STRAIGHT CONNECTOR	4.1734	4.17	0.2400	0.24
40209	2	EA	М	1	GRD BUSHING INSULATED	5.7096	11.42	0.3000	0.60
						Phase Totals:	432.07		11.84
						Job Totals:	432.07		11.84

ConEst Software Systems Page 1 of 1





December 13, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0282 RFI 0323 Add height to curb along eastern property line

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Concrete curb as designed was below adjoining grade of public park. Per RFI 323 8" was added to curb height.

Phase	Category	Description	Subcontractor	Quote
321313	71140	Add 8" to height of curb per RFI 0323	SANTA CLARITA CONCRETE	2,859.97
			Subtotal	2,859.97
007480	71160	Subguard	1.15%	32.89
007410	71160	Builders Risk	0.6%	17.36
007420	71160	General Insurance	1.15%	33.27
007510	71160	P&P Bond	1%	28.60
991000	79999	Change Order Fee	5%	147.18
			Markup Subtotal	259.30
			PCI Total	3,119.27

#### TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 3,119.27.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to t	his matter, please contact the undersigned.
Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
	Ву:
Date:	Date:



## Request For Information # 00323

To: Attention:

CC:

SVA ARCHITECTS, INC.

Tom Bardwell Chris Yafuso

Paul Vernier

Christopher Barbato

RFI Date:

Date Due:

RFI Type: Priority:

Schedule/Activity ID:

Document Reference:

Spec Section:

Status:

C-3

Returned

10/18/2017

10/18/2017

Civil / Site

Subject:

East Side Curb and Gutter

#### **INFORMATION REQUESTED:**

Requested By:

Nalani Scanlon

Plans show that the East curb is 8" lower than the city park elevation. Per field walk with AOR, IOR and Swinerton Superintendent the AOR directed Swinerton to raise curb elevation to match the city park elevation and run level. Please confirm.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 10/18/2017

Confirmed per the site walk on 10/17/17.

#### ATTACHMENTS:



16164 Sierra Highway Santa Clarita, CA 91390 Phone 661.252.2012 Fax 661.298.4585 CA License No. 381605

## **CHANGE ORDER REQUEST**

COR	SCC-014
P&0	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Lemonwood
OWNER/REP	Swinerton Construction
ATTN	Bill Gray
DATE	12/7/17
REFERENCE	Add curb at Bldg #1 - RFI-323

#### NARRATIVE FOR CHANGE ORDER REQUEST.

Provide labor, equipment and materials to provide additional work as requested by SB. Additional work to consist of emergency mobilization to add a curb east of building #1

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10035	Added curbs	Bldg #1	10/18/17	Carpenter	Journeyman	R	15	Hr	\$84.96	\$1,274.46
AWA-10035	Added curbs	Bldg #1	10/18/17	Mason	Journeyman	R	4	Hr	\$80.91	\$323.66
AWA-10035	Added curbs	Bldg #1	10/18/17	Material	Ready Mix	R	2	Yds	\$117.65	\$235.29
AWA-10035	Added curbs	8ldg #1	10/18/17	Material	AB-219	R	2	Yds	\$20.00	\$40.00
AWA-10035	Added curbs	Bldg #1	10/18/17	Material	Short load	R	1	Ea	\$350.00	\$350.00
AWA-10035	Added curbs	Bldg #1	10/18/17	Material	2x12x16 TS	R	13	Ea	\$50.27	\$653.52

<b>EXCLUSIONS</b>	LOLLA	IFICA	TIONE
EXCLUSIONS		B13(8)	

Price assumes work to be done concurrently with other work.

Separate mobilization will require addittional costs.

Bond is not included in this COR

All work done as directed by Swinerton Builders

EXTENSION OF CONTRACT DURATION--->

1 Day

43		
2486 93 373 04	\$2,876.93	SUB-TOTAL
373 07	\$431.54	P&O
2859 97	\$3,308.47	TOTAL FOR THIS COR



#### (661) 252-2012 Lic. No. 381605

16164 Sierra Hwy. Santa Clarita, CA 91390

ADDITIONAL WORK AUTHORIZATION DATE: 10-18-17
CUSTOMERS , through 10-20-17
NAME Swiner For Boxlders JOBNAME Lemonwood K8
STREET 17731 Motchell North Suite 200 STREET 1200 Cornegie Court
CITY Irvine STATE (19214-6028 CITY DXNOT CA. 93033
JOB # TRACT #
You are hereby authorized to perform the following specifically described additional work:
Extra to Contrata Las minute call
we add to the cush of a second of the
East of Buddeng # 1 Form work Pour Extig
Concrete Extra porm. Total man court
4 3 Carpenter I Cemen Mason
Total man hours 19. Cemen Moson 4 hour
Min. Carpenter 5. hours Each
200 of 2x12x16. Lumber 16
2 tap. op Concrese Min.
227
J V
ADDITIONAL CHARGE FOR ABOVE WORK IS \$ TERMS ARE NET — 10TH PROX.
The above work is an extra to the original contract for the above referenced job
AUTHORIZING SIGNATURE DATE: 1925/17
,
We hereby agree to furnish material and labor — complete in accordance with the above specifications, at above stated price.
AUTHORIZING SIGNATURE DATE:
(Contractor signs nere)



December 19, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0284 RFI 327 Furnish and install Mortar Mix Plus cementitious deck fill at Classroom Building

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

At second floor exterior corridor between 5&6 lines, and A&C lines the concrete deck is at a thickness that the specified concrete fill would not perform satisfactorily. Furnish and install Mortar Mix Plus per RFI 327

Phase	Category	Description	Subcontractor	Quote
321313	71140	RFI 327 Furnish and install modified cementitious fill in 2nd floor corridor	SANTA CLARITA CONCRETE	7,117.92
			Subtotal	7,117.92
007480	71160	Subguard	1.15%	81.86
007410	71160	Builders Risk	0.6%	43.20
007420	71160	General Insurance	1.15%	82.80
007510	71160	P&P Bond	1%	71.18
991000	79999	Change Order Fee	5%	366.29
13/5			Markup Subtotal	645.33
			PCI Total	7,763.25

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 7,763.25.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
12/0/2	Ву:
Date:	Date:



16164 Sierra Highway Santa Clarita, CA 91390 Phone 661.252.2012 Fax 661.298.4585 CA License No. 381605

## **CHANGE ORDER REQUEST**

COR	SCC-015
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Lemonwood
OWNER/REP	Swinerton Construction
ATTN	Bill Gray
DATE	12/17/17
REFERENCE	RFI-0327

#### NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide custom thin concrete mix that was blocked out from original deck pour. Includes credit for deck not poured, cost to block area out, cost for (4) men for one day to mix approximately 44 bags of material and hand carry up to the second floor and (1) day for one mason to finish the material.

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
RFI-0327	thin set pour back	Bldg 1	12/17/17	Credit	Deck Concrete	R	1.9	Yds	\$117.65	\$227.45
RFI-0327	mix/transport/place	Bldg 1	12/17/17	Carpenter	Journeyman	R	32	Hr	\$84.96	\$2,718.86
RFI-0327	Finish thin set	Bldg 1	12/17/17	Mason	Journeyman	R	4	Hr	\$80.91	\$323.66
RFI-0327	Finish thin set	Bldg 1	12/17/17	Material	Mortar Mix plus	R	44	Ea	\$59.99	\$2,609.57
RFI-0327	Finish thin set	Bldg 1	12/17/17	Equipment	Electric Mixer	R	1	Day	\$225.00	\$225.00
RFI-0327	block out pour	Bldg 1	12/17/17	Carpenter	Journeyman	R	1	Hr	\$84.96	\$84.96

EXCLUSIONS/QUALIFICATIONS
Price assumes work to be done concurrently with other work.
Separate mobilization will require addiitional costs.
Bond is not included in this COR
All work done as directed by Swinerton Builders
EVTENSION OF CONTRACT DURATION > 1 Do.:

SUB-TOTAL	\$6,189.49
P&O	\$928.42
TOTAL FOR THIS COR	\$7,117.92



## Request For Information # 00327

To: Attention: SVA ARCHITECTS, INC.

CC:

Tom Bardwell Paul Vernier

Christopher Barbato

Nalani Scanlon

RFI Date:

Date Due:

RFI Type: Priority:

Schedule/Activity ID:

Document Reference:

Spec Section:

Status:

Returned

Critical

11/29/2017

11/29/2017

Architectural

Subject:

2nd floor cooridor concrete

#### INFORMATION REQUESTED:

Requested By:

Bill Gray

Exterior concrete deck between 5-6 and A-C lines is approximately 1 1/4" to 1 1/2" thick due to structural changes made in CCD 005. This issue has been discussed numerous times in the past 3 months but no resolution has been delivered. Normal weight concrete, no matter the aggregate size will not hold up. Please provide an alternate material to be used in this location.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 12/15/2017

Refer to attached submittal for the specified concrete product. The MMP can be given the same finish as the existing, and will be close in color. Provide same broom finish as the rest of the concrete deck.

#### **ATTACHMENTS:**

2017 Mortar Mix + Submittal

# REPAIR & RESTORATION

## **MORTAR MIX PLUS (MMP)**

Rapid Set

High-Strength Polymer-Modified Structural Repair Mortan



#### **PRODUCT DATASHEET**

**DESCRIPTION:** Rapid Set® MORTAR MIX PLUS (MMP) is a high-performance, rapid-hardening, multi-purpose repair material. Durable in wet environments, MMP is a blend of Rapid Set hydraulic cement, advanced additives, and quality aggregates. MMP has been specially formulated to match the color of typical portland cement concrete. MMP is non-metallic and no chlorides are added. Mix MMP with water to produce a workable, high quality repair mortar that is ideal where fast strength gain, high durability and low shrinkage are desired. A corrosion inhibitor is added to increase protection of embedded reinforcement.

**USES:** Use MMP for general and structural concrete repair, construction of pavements, marine applications, underlayments and formed work. MMP is a versatile product that is suitable for horizontal, vertical and overhead applications. MMP contains an air-entraining admixture for freeze-thaw durability. Apply MMP in thicknesses from 1/2" to 6" (1.2 cm to 15.2 cm). For thicker applications, use Rapid Set® CONCRETE MIX.

**ENVIRONMENTAL ADVANTAGES:** Use MMP to reduce the carbon footprint and lower the environmental impact of a project. Production of Rapid Set cement emits far less  $CO_2$  than portland cement. Contact your representative for LEED values and environmental information.

**SURFACE PREPARATION:** For repairs, application surface shall be clean, sound and free from any materials that may inhibit bond, such as oil, asphalt, curing compound, acid, dirt and loose debris. Roughen surface and remove all unsound material. Apply MMP to a thoroughly saturated surface with no standing water.

MIXING: The use of a power-driven mechanical mixer, such as a mortar mixer or a drill-mounted mixer, is recommended. Organize work so that all personnel and equipment are in place before mixing. Use clean potable water. MMP may be mixed using 3 to 5 quarts (2.8 L to 4.7 L) of water per 55-lb (25-kg) bag. Use less water to achieve higher strengths. Do not exceed 5 quarts (4.7 L) of water per bag. For increased fluidity and workability, use Rapid Set® FLOW Control® plasticizing admixture from the Rapid Set® Concrete Pharmacy®. Place the desired quantity of mix water into the mixing container. While the mixer is running, add MMP. Mix for the minimum amount of time required to achieve a lump-free, uniform consistency (usually 1 to 3 minutes). Do not retemper.

INSTALLATION: MMP may be placed using traditional construction methods. Organize work so that all personnel and equipment are ready before placement. Place, consolidate and screed quickly to allow for maximum finishing time. Use a method of consolidation that eliminates air voids. Do not wait for bleed water; apply final finish as soon as possible. MMP may be troweled, floated or broom finished. On flat work, do not install in layers. For overlay applications, a minimum of one test section should be prepared to evaluate the suitability of the materials and procedures. Install full-depth sections and progress horizontally. To extend working time, use Rapid Set® SET Control® retarding admixture from the Concrete Pharmacy or cold mix water. Do not install on frozen surfaces. MMP may be applied in temperatures ranging from 45°F to 90°F (7°C to 32°C).

#### **OVERVIEW**

#### **Highlights:**

Polymer Modified: Better workability and stronger adhesion

Freeze-thaw resistance

Air entrained

Gray Color: Formulated to concrete gray color

Corrosion Resistance: Integral corrosion inhibitor

Rapid Hardening: High early strength with ample working time

Uses: Structural horizontal, vertical and overhead concrete repairs, underlayments, floors, formed concrete and more

#### Conforms to:

ASTM: C928, C387

#### MasterFormat® 2016

03 01 30 Maintenance of Cast-in-Place Concrete

03 01 40 Maintenance of Precast Concrete

03 01 50 Maintenance of Cast Decks and Underlayment

03 01 70 Maintenance of Mass Concrete

03 54 16 Hydraulic Cement Underlayment

04 01 00 Maintenance of Masonry

#### Manufacturer:

CTS Cement Manufacturing Corp. 11065 Knott Ave., Suite A Cypress, CA 90630 Tel: 800-929-3030 | Fax: 714-379-8270

Web: www.CTScement.com E-mail: info@CTScement.com



CURING: Water cure all Rapid Set® MORTAR MIX PLUS (MMP) installations by keeping exposed surfaces wet for a minimum of 1 hour. Begin curing as soon as the surface starts to lose its moist sheen. When experiencing extended setting time due to cold temperature or the use of retarder, longer curing times may be required. The objective of water curing shall be to maintain a continuously wet surface until the product has achieved sufficient strength.

COLD WEATHER: Environmental and material temperatures below 70°F (21°C) may delay setting time and reduce the rate of strength gain. Lower temperatures will have a more pronounced effect. Thinner sections will be more significantly affected. To compensate for cold temperatures, keep material warm, use heated mix water and follow ACI 306 Procedures for Cold Weather Concreting.

WARM WEATHER: Environmental and material temperatures above 70°F (21°C) may speed setting time and increase the rate of strength gain. Higher temperatures will have a more pronounced effect. To compensate for warm temperatures, keep material cool, use chilled mix water and follow ACI 305 Procedures for Hot Weather Concreting. The use of Rapid Set® SET Control® set retarding admixture from the Rapid Set® Concrete Pharmacy® will help offset the effects of high temperatures.

YIELD & PACKAGING: MMP is available in 55-lb (25-kg) bags. One 55-lb (25-kg) bag of MMP will yield approximately 0.5 ft3.

SHELF LIFE: MMP has a shelf life of 12 months when stored properly in a dry location, protected from moisture, out of direct sunlight, and in an undamaged package.

USER RESPONSIBILITY: Before using CTS products, read current technical data sheets, bulletins, product labels and safety data sheets. It is the user's responsibility to review instructions and warnings for any CTS products prior to use.

WARNING: DO NOT BREATHE DUST. AVOID CONTACT WITH SKIN AND EYES. Use material in well-ventilated areas only. Exposure to cement dust may irritate eyes, nose, throat, and the upper respiratory system/lungs. Silica exposure by inhalation may result in the development of lung injuries and pulmonary diseases, including silicosis and lung cancer. Seek medical treatment if you experience difficulty breathing while using this product. The use of a NIOSH/MSHA-approved respirator (P-, N- or R-95) is recommended to minimize inhalation of cement dust. Eat and drink only in dust-free areas to avoid ingesting cement dust. Skin contact with dry material or wet mixtures may result in bodily injury ranging from moderate irritation and thickening/cracking of skin to severe skin damage from chemical burns. If irritation or burning occurs, seek medical treatment. Protect eyes with goggles or safety glasses with side shields. Cover skin with protective clothing. Use chemical resistant gloves and waterproof boots. In case of skin contact with cement dust, immediately wash off dust with soap and water to avoid skin damage. In case of skin contact with wet concrete, wash exposed skin areas with cold running water as soon as possible. In case of eye contact with cement dust, flush immediately and repeatedly with clean water, and consult a physician. If wet concrete splashes into eyes, rinse eyes with clean water for at least 15 minutes and go to the hospital for further treatment.

PROPOSITION 65 WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Please refer to the SDS and www.CTScement.com for additional safety information regarding this material.

LIMITED WARRANTY: CTS CEMENT MANUFACTURING CORP. (CTS) warrants its materials to be of good quality and, at its option, will replace or refund the purchase price of any material proven to be defective within one (1) year from date of purchase. The above remedies shall be the limit of CTS's responsibility. Except for the foregoing, all warranties expressed or implied, including merchantability and fitness for a particular purpose, are excluded. CTS shall not be liable for any consequential, incidental, or special damages arising directly or indirectly from the use of the materials.

#### TYPICAL PHYSICAL DATA Set Time, ASTM C266 Initial set 35 minutes Final set 55 minutes Compressive Strength, ASTM C109 Mod. 1.5 hours 2000 psi (13.8 MPa) 3 hours 3500 psi (24.1 MPa) 24 hours 5500 psi (34.5 MPa) 7 days 6000 psi (41.4 MPa) 7000 psi (48.3 MPa) 28 days Splitting Tensile Strength, ASTM C496 28 days 600 psi (4.14 MPa) Slant Shear Bond Strength, ASTM C882 mod. per C928 24 hours 2000 psi (13.8 MPa) 7 days 2500 psi (17.2 MPa) 3000 psi (20.7 MPa) 28 days Flexural Strength, ASTM C348 28 days 600 psi (4.14 MPa) Scaling Resistance, ASTM C672 per C928 Visual rating Freeze Thaw Resistance, ASTM C666 **Durability factor** 95% (Procedure A) Length Change, ASTM C157 per C928 (Air Storage) 28 days (max) -0.03% Length Change, ASTM C157 per C928 (Water Storage)



Rapid Chloride Ion Penetration,

Typical data obtained at 100 by ASTM C1437 at 70°F (21°C)



28 days (max)





+0.02%



December 22, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0288 Storm drain manhole modification

Dear Mr. Burkett.

We request a Change Order to our contract for the following:

During the grading process at the eastern boundaries of the project, a storm drain manhole was discovered that was not identified on the contract documents. Manhole cover had to be raised to new grade established by contract documents in this location.

Phase	Category	Description Subcontractor		Quote
330200	71140	Storm drain cover modification	BALI CONSTRUCTION INC.	1,185.00
He to the			Subtotal	1,185.00
007480	71160	Subguard	1.15%	13.63
007410	71160	Builders Risk	0.6%	7.19
007420	71160	General Insurance	1.15%	13.79
007510	71160	P&P Bond	1%	11.85
991000	21000 79999 Change Order Fee		5%	60.98
			Markup Subtotal	107.44
			PCI Total	1,292.44

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 1,292.44.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swine ton Builders

Oxnard School District

By:

Date:



9852 JOE VARGAS WAY S. El Monte, CA 91733 Telephone (626) 442-8003

Fax (626) 442-8315

December 14, 2017

Swinerton Builders 17731 Mitchell North Suite 200

Irvine

CA

92614

Attention:

Bill Gray

Email: Bgray@swinerton.com

Reference:

Lemonwood Elementary

2200 Carnegie Court

Oxnard

CA 93033

GC Contract #

16055106

GC Job#

16055106

Bali Project #

16-043

GC/Owner Ref.#

Subject:

C.O.R. Number

15

Describe Work:

RTG Storm Drain MH, East of North Basketball Court

Bill Gray

We hereby submit our Change Order Request for the above referenced project. All work was performed and completed as directed by your company on a time and material basis.

We have attached, for your review, signed extra work tickets to substantiate all costs incurred. Any additional costs associated with this work will be submitted on a subsequent change order. Below is a cost summary.

Date	Ticket #	Amount
12/4/17	12522	1,185.00
	TOTAL	\$1,185.00

Bali Construction, Inc. requests a formal Contract Change Order be issued immediately. Thank you for your prompt attention to this matter.

If you have any questions, please call.

Best Regards.

Kevin Delate

Bali Construction, Inc.

#### **Extra Work**

Bali Construction, Inc 9852 E. Joe Vargas Way So. El Monte, Ca 91733 Telephone (626) 442-8003

	Ban Gonotiaotion, mo		
	9852 E. Joe Vargas Way	Ticket #:	12522
	So. El Monte, Ca 91733	Date:	12/4/2017
	Telephone (626) 442-8003	Order Taken By:	Antonio Covarrubias
	Fax (626) 442-8315	Job Number:	16-043
		Job Name:	Lemonwood Elementary
To:	Swinerton Builders	Job Location:	Oxnard CA
		Customer Ref. Number:	
		COR#	15

	Description of				Equipment		
Raised to	Grade Storm Drain Manhole located	East of the North Ba	sketball Court.	Description	Hours	Bare Rate	Amount
				(Unit 104) Excavator 9060		\$207.14	
				(Unit 100) Excavator 9050		\$171.13	
				(Unit 102) Excavator EX300		\$143.86	
				(Unit 101) Excavator MEX 200		\$86.00	
		And the second s		(Unit 103) Excavator CX 240		\$118.00	
				(Unit 105) Excavator PC128		\$65.00	
				Excavator Mini		\$50.00	
				Loader 721	<b> </b>	\$91.17	
				Loader 821/938		\$111,44	
				Loader 521	<del>                                     </del>	\$70.00	
				Backhoe		\$58.00	
				Water Truck (2,000gal)		\$50.98	
				Dump Truck (10cy)(Operated)		\$85.00	
				Dump Truck (6cy)	<del> </del>	\$50.98	
				Utility Truck w/ Fuel Tank	<del> </del>	\$33.46	
				Pick Up Truck	6	\$27.33	\$163.
				Super 10 Dump Truck	+	\$95.00	Ψ103.
				Air Compresses w/ tools	+	\$21.23	
				Air Compressor w/ tools	-		
				Saw Truck	-	\$65.00	
				Bobcat Skid Steer	-	\$29.13	
						<u> </u>	
				DUP TO STANDARD OF THE STANDAR		al Equipment	\$164.0
	Material/ Outside			Subc	ontractor Char	ges	
у	Description	Unit Price	Amount				
						ubcontractor	
				Labor R	ates thru MM/	DD/YY	
				Description	Hours	Rate	Amount
1				Laborer Foreman	6	\$80.00	\$480.0
				Laborer	6	\$64.39	\$386.3
				Carpenter		\$70.28	
				Operator		\$84.17	
				Cement Mason		\$68.28	
				Laborer Foreman O.T.		\$106.58	
						\$100.30	
				Operator O.T.	-	\$85.24	
				Laborer O.T.		\$94.94	
				Carpenter O.T.		\$89.04	
				Cement Mason O.T.		THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAME	
				Laborer Foreman 2x O.T.		\$133.17	
				Operator 2x O.T.		\$140.17	
				Laborer 2x O.T.		\$106.10	
				Carpenter 2x O.T.		\$119.60	
1				Cement Mason 2x O.T.		\$109.81	
						Total Labor	\$866.0
1					Total Labor		\$866.0
1					Total Materials		
1					otal Equipment		\$164.0
+					Subcontractor		
		Total Material			Mark-up Labor	15%	\$130.0
I otal Material		, Otal Material			k-up Materials	15%	7,00,0
						15%	\$25.0
					Up Equipment		φ23.0
				14. 1			
				Mark-up	Subcontractor	5%	P4 40F 0
				Mark-up	Subtotal	5%	\$1,185.00
				Mark-up		5%	\$1,185.0 \$1,185.0

## **Bali Construction, Inc.**

**Extra Work Ticket** 

(Ticket #)

12522

Job Na Contra		DOD K-8		Date Bali Foreman		2/4/	17	
		QC/OIA						
	cking Number:			Bali Job Number		6-0		
Work C	Completed: Yes No			Bali Job Name	LE	MOM	NODD	K-1
		Descript	ion of Extra Work Being Performe	đ				
	PATSED	TO GOLDE CTORY	Deney (MIII)	EAST OF NORTH	1			
	# ACVE	TO GRADE STORM.	DRAIN (MH),	EAST OF NORTH				
	DINH	IBALL COULT.						~
		Bali Yard Stock Material		Bali Equip	ment			Section 2
Qty		Description of Material Provided		Description	Unit#	Qty	F	Hours
				Bali Super Ten - Deliveries				
				Excavator				
	•			Mini Excavator				
				Compaction Wheel - excavators				
				Loader				
		Vendor Provided Material		Bobcat Skid Steer				
Qty	Vendor Name	Desciption of Material	Shipping/Invoice #	Backhoe				
				Compaction Wheel - Backhoe				
	-			Backhoe - Breaker				
				Water Truck (2,000 gal)				
				Air Compressor w/ Tools				
				Pick UP Truck	A-13		L	0
				Utility Truck W/ Fuel Tank				
				Sawcut Truck			ļ	
				Cones / Delineators				
177700000		Production and O Add to London		Traffic Signs				
	T	Rental Equipment & Outside Vendors & Misc.		Arrow Boards				
Qty	Vendor Name	Desciption of Material	Shipping/Invoice #	Light Tower				
				Yard Truck Delivery				
					-			
							-	
				Labor				
				Names	Class	Reg	ОТ	DT
				COVACEUBIAS, ANTONIO	15	6		
	· ·			COVALUBIAS, FILMON	1	6		
_				Covindovirs, Ticertolo		- W		
		Subcontractor Charges						
Qty	Vendor Name	Desciption of Material	Shipping/Invoice #	30.				
		2 1/	I was a second and the second and th	OF = Operator Foreman LF = Laborer Foreman CF = Carpe				Foreman
	08	cosa / 12 /2-00		O = Operator L = Laborer C = Carpen	rei	CM = Cem	:nt mason	
mpany	JUNEN!	GUIN CHILDERS		Bali Foreman TONY C.				
gnature:	Un Dulk	W Date: 12/4/17		11 ,1				
-	7	2017		Ahai Mua		17/4	17	
int Name:	CHICIS (Manual Completion of the Chicago Completion of the Chicago Chi	Title: OUPT		Signature VIVI	Date:	147	11	



December 28, 2017

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0289 Add quarry tile setting bed at 2<sup>nd</sup> floor restrooms

Dear Mr. Scott Burkett,

We request a Change Order to our contract for the following:

In the CCD 005 structural framing modifications the 2nd floor restrooms were stepped down per detail 8/S900. Per original contract documents flooring was at the same plane and floor tile was applied directly to lightweight concrete floor fill. This new detail added the necessity of a mortar setting bed.

Phase	Category	Description	Subcontractor	Quote
096500	71140	Add mortar setting bed at 2nd floor restrooms	THE M.S. ROUSE COMPANY	8,335.00
			Subtotal	8,335.00
007480	71160	Subguard	1.15%	95.85
007410	71160	Builders Risk	0.6%	50.59
007420	71160	General Insurance	1.15%	96.96
007510	71160	P&P Bond	1%	83.35
991000	79999	Change Order Fee	5%	428.92
			Markup Subtotal	755.67
			PCI Total	9,090.67

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 9,090.67.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Oxnard School District

By:

Date:

Date:



October 24, 2017

NALANI SCANLON SWINERTON BUILDERS 865 S. FIGUEROA ST SUITE 3000 LOS ANGELES, CA 90017 1611 Kona Drive Rancho Dominguez, CA 90220 Tel (310) 764-4695 Fax (310) 764-4313

Re: LEMONWOOD K-8

Bid # Q0000733 CO- 003

ADD TO INSTALL A MORTAR BED AT

THE 2ND FLOOR RESTROOMS IN

BLDG 1

Dear NALANI:

Thank you for the opportunity to submit the following proposal for the above referenced project.

Scope of Work:

MRTR BED

1 EA

ADD TO INSTALL A MORTAR BED AT

\$8,335.00

THE 2ND FLOOR RESTROOMS IN

BUILDING 1

Total Price

\$8,335.00

Exclusions:

1. Off hours work, overtime or weekend hours. 2. Major Floor prep/moisture mitigation, joint fill or crack repair. 3. Clean, Wax and protection, major concrete patching or repair. 4. Failure due to moisture vapor transmission, slab movement or deterioration.

Approved:		
	Regards,	
	DAVID MARTINEZ, JE	₹.



January 13, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0292.1 Add Positive Force Closers on chain link man gates

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install Positive Force closers on man gates

Phase	Category	Description	Subcontractor	Quote
323100	71140	Furnish and install Positive Force closers on man gates	CROWN FENCE CO., INC.	33,063.74
			Subtotal	33,063.74
007480	71160	Subguard	1.15%	380.23
007410	71160	Builders Risk	0.6%	200.66
007420	71160	General Insurance	1.15%	384.61
007510	71160	P&P Bond	1%	330.64
991000	79999	Change Order Fee	5%	1,701.46
			Markup Subtotal	2,997.60
			PCI Total	36,061.34

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 36,061.34.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely, Swinerton Builders		Quotation accepted by: Oxnard School District
Wysim	1 / 2	By:
.V	1/12/2018	
Date:	100/001	Date:

Since 1923	Date:	01/12/18

**Contractor Name:** 

Job Name:

**Crown Fence** 

**Authorization No:** 

Lemonwood

ADDITIONAL DESCRIPTION:

Add Postive Force Closers to Gates

#### **LABOR**

Taxable wage plus non-taxable fringe benefits

TRADE	HOURS		RATE / HR	_	
	0.00	Х	0.00	=	0.00
Foreman:	24.00	X	66.00	=	1584.00
Foreman 1.5 OT	0.00	X	88.50	=	0.00
Journeyman:	24.00	X	63.47	=	1523.28
Journeyman 1.5 OT	0.00	X	85.14	=	0.00
Operating Engineer	0.00	X	81.72	=	0.00
Operating Engineer 1.5 OT	0.00	X	109.16	=	0.00
	0,00	Х	0.00	=	0.00
	0.00	Х	0.00	=	0.00
			LABOR	TOTAL:	3107.28

**MATERIAL** 

DESCRIPTION	UNITS		\$ / UNIT		
Positive force closers	1.00	Х	20400.00	=	20400.00
	0.00	Х	0.00	=	0.00
			MATERIAL	TOTAL:	20400.00

TOTAL LABOR + MATERIAL MARK-UP 15%

23507.28 3526.09

#### 2 **SUBCONTRACTORS**

COMPANY NAME	WORK PERFORMED	TOTAL
		0.00
		0.00
		0.00
	TOTAL SUPCONTRACTORS	

TOTAL SUBCONTRACTORS MARK-UP 15% 0.00

3	EQ	UIP	M	FV	11

Bare Equipment Costs

DESCRIPTION	HOURS		RATE / HR	
Utility Truck	24.00	Х	39.47	947.28
Welder Generator	24.00	X	6.50	156.00
Skid Steer w/ Auger	0.00	X	33.73	0.00
Hydraulic Excavator (Kabota)	0.00	X	48.33	0.00
Ramp truck / flatbed	0.00	X	30.69	0.00
Towable Compressor	0.00	X	17.33	0.00
Towable Cement Mixer	0.00	X	3.72	0.00
Fork Lift 6 K-8K	0.00	X	40.83	0.00
dispensation that the second of the second o	0,00	X	0.00	0.00

TOTAL EQUIPMENT COSTS MARK-UP 15%

1103.28

SUPP	LEMENT.	AL COSTS:
------	---------	-----------

DESCRIPTION	HRS- UNIT		\$ / HR - UNIT	
FREIGHT	0.00	Х	150.00	0.00
Packaging	0.00	X	125.00	0.00
Submittals/Shop Drawings	0.00	X	0.00	0.00
Shop Time	48.00	X	53.00	2544.00
	0.00	V	0.00	0.00

0.00

TOTAL SUPPLEMENTAL COSTS

MARK-UP 15% 2544.00 381.60

**SALES TAXES SUBTOTAL** BOND

\$20,400 9.00 % of \$33,064 % of

1836.00 33063.74 0.00

**TOTAL COST** 

33063.74

Crown Job no.

16-0242

12118 BLOOMFIELD AVE. SANTA FE SPRINGS, CA 90670 PH: 562-864-5177 FX: 562-864-2529

				TAX	X RESALE		
Project Name:	Lemonwood			CONTRACT NO.			
Troject Hame	Bononinou					Net 30	
Quote To:	Crown Fence	Co.	DATE				
-	12118 Bloomfiel		purpurungan production and the second		V		
ADDRESS:			0				
				DELIVERY NOTE:	UPS	Next D	ay
SHIP TO: W	ill Call			CONTACT:	Mi	ke Hear	n
	QUANTITY	LIM	DESCRIPTION		UNIT PRICE	AMOUN	
QUANTITY SHIPPED	ORDERED	UM			\$ 750.00	6	18,000.00
	24	ea	Positive Force Closers		\$ 100.00		2,400.00
	24	es	2" x 2" sqaure tube stop		\$ 100.00	\$	-
	0	<del> </del>			\$ -	\$	
	0	<b></b>			\$ -	\$	-
	0				\$ -	\$	-
	0				\$ -	\$	-
	0					\$	-
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			Manager Manage			\$	
						\$	_
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						\$	_
			***************************************			\$	_
						\$	
						\$	-
						\$	
			and the second second		Sub-Total		20,400.00
				Ta	x 9.00%	\$	-
					Freight	\$	-
					Packaging	\$	
					Total	\$	20,400.00



February 10, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0295.1

Bulletin 47 add exhaust fan at MPR Electrical room

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install new exhaust fan as described in Bulletin 47

Phase	Category	Description	Subcontractor	Quote
051200	71140	Bulletin 47 - Add exhaust fan at MPR electrical room. Add structural opening and supports	BECK STEEL, INC.	3,500.00
075400	71140	Bulletin 47 - Add exhaust fan at MPR electrical room. Patch roofing	LETNER ROOFING COMPANY	1,750.00
092900	71140	Bulletin 47 - Add exhaust fan at MPR electrical room. Build curb	RUTHERFORD CO., INC.	1,750.00
230010	71140	Bulletin 47 - Add exhaust fan at MPR electrical room	SHELDON MECHANICAL CORPORATION	5,420.00
260010	71140	Bulletin 47 - Add exhaust fan at MPR electrical room. Conduit, wire for power and control	TAFT ELECTRIC COMPANY	1,241.00
			Subtotal	13,661.00
007480	71160	Subguard	1.15%	157.10
007410	71160	Builders Risk	0.6%	82.91
007420	71160	General Insurance	1.15%	158.91
007510	71160	P&P Bond	1%	136.61
991000	79999	Change Order Fee	5%	703.00
			Markup Subtotal	1,238.53
			PCI Total	14,899.53

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 14,899.53.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if



not accepted within days of its issuance.

» This request does not include additional cost or delay due	e to late approval.
X We <b>HAVE NOT</b> proceeded with this revised work per you	ır instructions. Please issue a change order.
Upon acceptance of this change order request, a formal change of acknowledges that Swinerton Builders is directed to proceed with	the above change in scope.
in you have any questions of confinents pertaining to this matter, p	blease contact the undersigned.
Sincerely,	Quotation accepted by:
Swinerton Builders	Oxnard School District
	By:

Date: \_\_\_\_\_



# Change Order Request

Detailed, Grouped by Each Number

2200 Ca	emonwood arnegie Court CA 93033	Project # 2241 Tel: Fax:		Taft E	lectric Compar
	ge Order Request: 072				Date: 1/9/201
То:	Bill Gray Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	From:	Matt Gobuty Taft Electric Compa P.O. Box 3416 Ventura, CA 93000	•	
Descr	intion		Category	Status	
111211121121111111111111111111111111111	47 Added EF			submitted	
Refere	ence	Required	d By Da	ays Req	Amt Re
Bulletin		1/16/2018		0	1,241
Notes					
Matt Go	od is the back up for your review. Ple obuty Manager 4-7994	ease call should you have any question	ons. nt Prop Days Req	Category	Reason
Descri		Notes			
Approv	ved By:				
Signat	ure ————				
Name			Date		
Prolog N	Manager Printed on: 1/9/201	18 TaftProlog			Page 1

# TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#:	72	
_				CUST RFP#:		
COR DESCRIPTION:	Bulletin 47 Exhaust F	-an		DATE:	1/9/2018	
-						

TA	KE OFF	
DESCRIPTION	MATERIAL	HOURS
Conest (attached)	\$208.92	11.37
. ,	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
TO.	TAL \$208.92	11.37

TAKEOFF MATERIAL				
%	DESCRIPTION	AMOUNT		
0.00%		\$0.00		
7.75%	SALES TAX	\$16.19		
0.00%		\$0.00		
0.00%		\$0.00		
	SUBTOTAL MATERIAL	\$225.11		
15.00%	OVERHEAD & PROFIT	\$33.77		
	TOTAL TAKEOFF MATERIAL	\$258.88		

VENDOR	QUOTED MATERIAL DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL QUOTES	\$0.00

	SUBCONTRACTORS	
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL SUBCONTRACTS	\$0.00

LA	LABOR EXPENSES					
TYPE	HOURS	RATE	AMOUNT			
STRAIGHT TIME	11.37	\$85.30	\$969.90			
	0.00	\$0.00	\$0.00			
	0.00	\$0.00	\$0.00			
	0.00	\$0.00	\$0.00			
	0.00	\$0.00	\$0.00			
	0.00	\$0.00	\$0.00			
	SUBTOTA	AL LABOR	\$969.90			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
0.00%			\$0.00			
	SUBTOTA	AL LABOR	\$969.90			
	TOTA	AL LABOR	\$969.90			

	DIRECT IOD EVDENOES	
%	DIRECT JOB EXPENSES DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.00
0.00%	PERMIT FEES	\$0.00
0.00%	FSTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
	REPRODUCTION COSTS	• • • • • • • • • • • • • • • • • • • •
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
0.0070	SUBTOTAL DJE	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
10.0070	372.112.12.21.1131	Ţ
	TOTAL DJE	\$0.00

	CHANGE REQUEST SUMMARY	
	TAKEOFF MATERIAL	\$258.88
	QUOTED MATERIAL	\$0.00
	SUBCONTRACTORS	\$0.00
81	LABOR EXPENSES	\$969.90
	DIRECT JOB EXPENSES	\$0.00
	SUBTOTAL CHANGE REQUEST	\$1,228.78
0.00%		\$0.00
0.00%		\$0.00
1.00%	BOND COSTS	\$12.29
CH	IANGE PROPOSAL TOTAL	\$1,241

Job ID: Project: 2241 LEMONWOOD COR 2241 Lemonwood COR



#### Takeoff

Vendor: TAFT					Labor Level: TAFT			9 Jan 2018 9:	49:33
Region: COR	072 BULLE	TIN 47							
Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				120V POWER TO ADDED EF, LINE VOLTAGE TSTAT & CONDENSATE PUMP				
TITLE	60		М		1/2" EMT (2)#12+G	0.0000	0.00	0.0000	0.00
10046	60	FT	М	1/2	EMT	0.3175	19.05	0.0300	1.80
30136	8	EA	м	1/2	EMT STEEL-COMP COUPLING	0.4534	3.63	0.0320	0.26
30216	10	EA	м	1/2	EMT STEEL COMP CONNECTOR	0.3846	3.85	0.0320	0.32
70029	66	FT	М	12	THHN/THWN CU (SOL)	0.1212	8.00	0.0040	0.26
70111	33	FT	м	12	GREEN THHN CU (GRD 20A)	0.1269	4.19	0.0040	0.13
160573	15	EA	М	#10 x 1"	TEK SCREW	0.0196	0.29	0.0000	0.00
70034	100	FT	М	10	THHN/THWN CU (STR)	0.2127	21.27	0.0040	0.40
61	10		М		CONDUIT SUPPORT 1/2"-1"	5.8000	58.00	0.2000	2.00
100152	6	EA	М	12	WIRE TERMINATION	0.0000	0.00	0.0300	0.18
150041	3	EA	М	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	3.9493	11.85	0.1200	0.36
140272	2	EA	М	20A	1P TOGGLE SPECIFICATION -GRADE	11.5427	23.09	0.1800	0.36
150094	2	EA	М	1/2"D 7.3-CI	4"SQ 1-SW RAISED CVR	1.9394	3.88	0.0500	0.10
150070	1	EA	М	3/4"RISE 10.0-CI	2G 4"SQ PLASTER-RING	2.2979	2.30	0.0500	0.05
140555	1	EA	М	BLANK	2G STAINLESS STEEL PLATE	3.1789	3.18	0.0600	0.06
66	3		М		4S/5S BOX SUPPORT	5.4999	16.50	0.2500	0.75
106	1		М		EF TERMINATION	0.0000	0.00	1.0000	1.00
107	1		М		LINE VOLTAGE THERMOSTAT	0.0000	0.00	1.0000	1.00
108	1		М		CP TERMINATION	0.0000	0.00	1.0000	1.00
TITLE	2		М	1/2	FLEX-STL CONDUIT WHIP	0.0000	0.00	0.0000	0.00
50001	6	FT	м	1/2	FLEXIBLE STEEL CONDUIT	0.5298	3.18	0.0280	0.17
50023	2	EA	м	1/2	FLEX COND ANGLE CONN	2.6859	5.37	0.1008	0.20
50034	2	EA	М	1/2	FLEX COND STRAIGHT CONN	0.6737	1.35	0.0840	0.17
40207	4	EA	м	1/2	GRD BUSHING INSULATED	4.9886	19.95	0.2000	0.80
un proprieta de la constanta de						Phase Totals:	208.92		11.37
Taft Electric Cor	mnany				1694 Eastman Avenue	Phone: 805-642-	0121		
Tare Electric Co.	mpany				Ventura CA 93003	Web: www.taftele	ectric com		

Ventura, CA 93003

Web: www.taftelectric.com

Page 1 of 2

 Takeoff Report: 2241 Lemonwood COR
 9 Jan 2018
 9:49:33

 Job Totals:
 208.92
 11.37

Taft Electric Company 1694 Eastman Avenue Phone: 805-642-0121
Ventura, CA 93003 Web: www.taftelectric.com

ConEst Software Systems

Page 2 of 2



SVA Architects, Inc.

3 MacArthur Place, Suite 850 Santa Ana, California 92707 T 949.809.3380

info@sva-architects.com www.sva-architects.com

#### Lemonwood K-8 Reconstruction Bulletin # 47 Narrative

Revision:

11/16/2017

Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin. **Do not proceed** with any items described in this Bulletin without written authorization from the Owner.

#### Changes to Drawings and/or Specifications:

Revisions to the Mechanical and Electrical drawings Drawings:

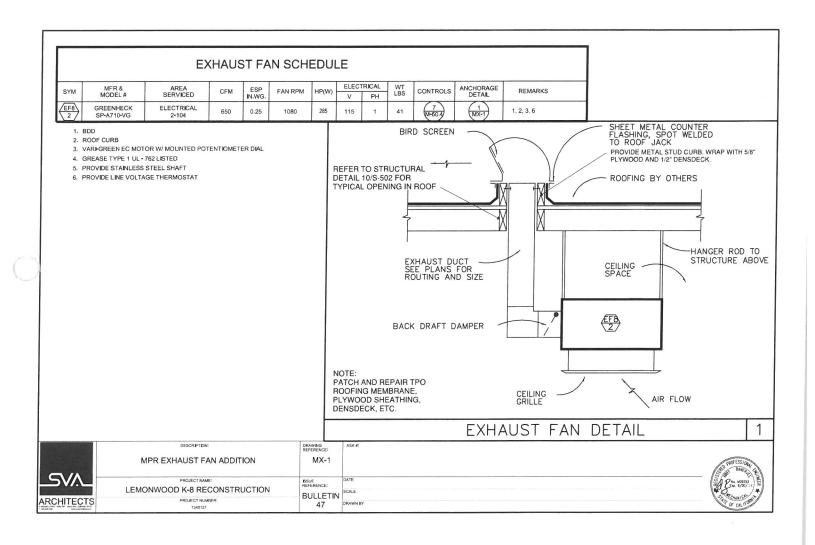
- A. MX-1:
  - a. Added exhaust fan schedule
  - b. Added exhaust fan ceiling mounted detail
- B. MX-2:
  - a. Added exhaust fan to room 2-104 Electrical room
- C. E2-2.1B:
  - a. Provide power for exhaust fan EF8-2 per updated mechanical plans

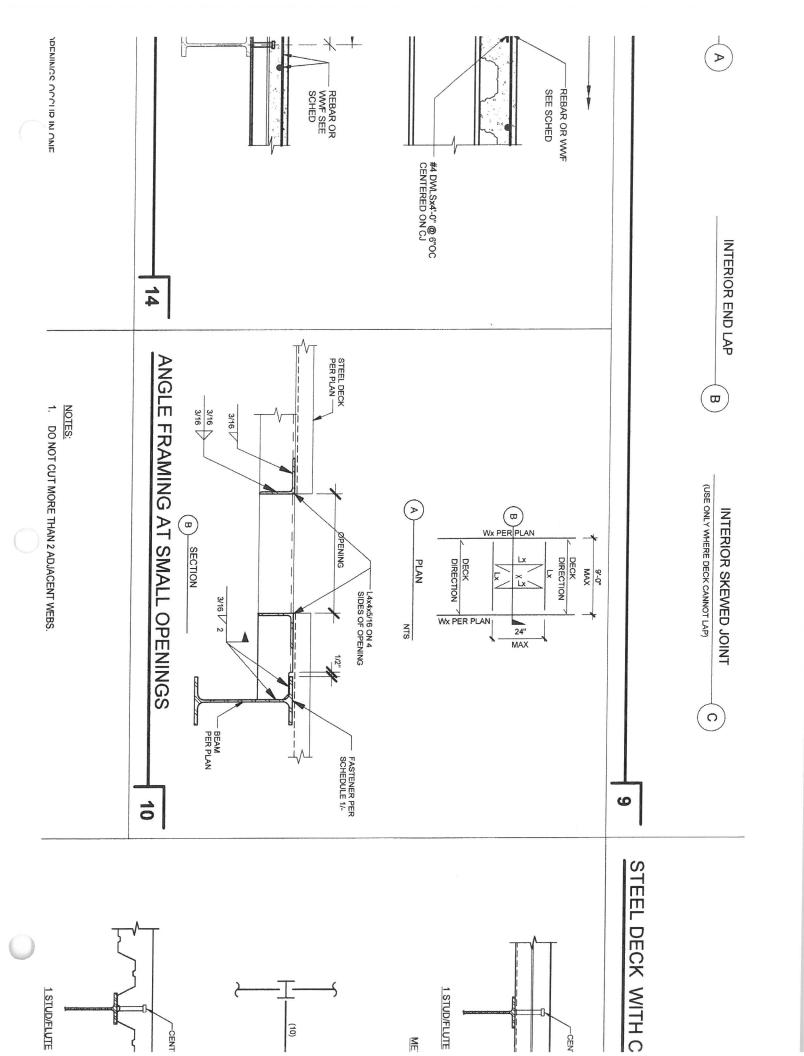
#### **Drawings**

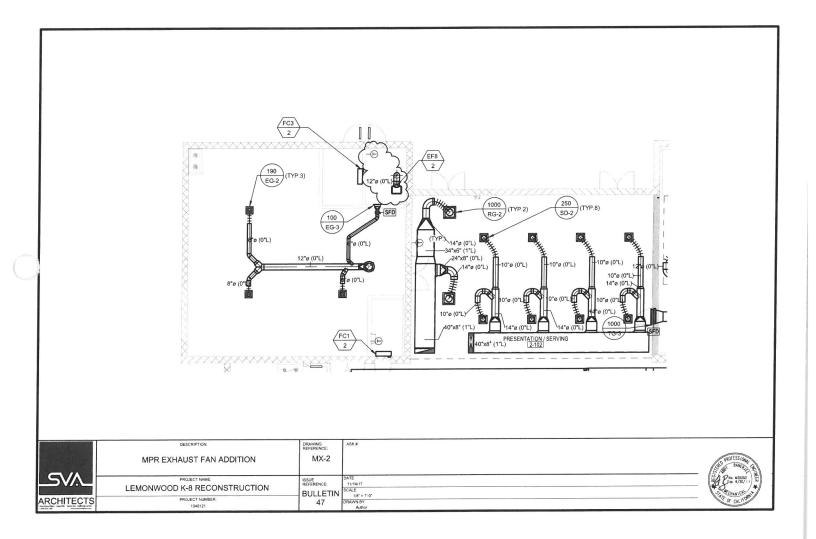
MX-1 – MPR Exhaust Fan addition schedule and details MX-2 – MPR Exhaust Fan addition plan E2-2.1B – Building 2 – MPR Gym – Power Plan

#### Distribution:

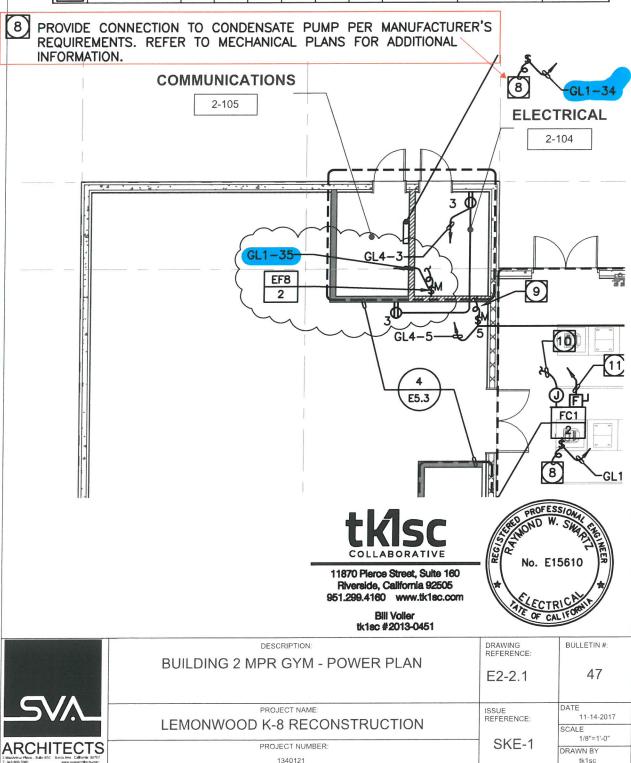
District Contractor IOR



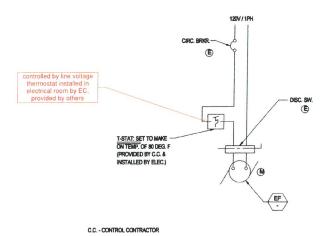




	MOTORIZED EQUIPMENT SCHEDULE										
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tk1sc



ELECTRICAL ROOM EXHAUST FAN CONTROL

SCALE 7



# SHELDON MECHANICAL C O R P O R A T I O N

January 25, 2018

Swinerton 865 S. Figueroa Suite 3000 Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School

SMC COR #22 Bulletin #47 R1

Dear Bill,

Attached is our itemized cost to furnish and install the exhaust fan, roof curb, gooseneck fitting and ductwork for Bulletin #47.

This Work Excludes Installing or Wiring the Line Voltage Thermostat, Cutting, Patching and Sawcutting.

Cost for SMC COR #22 is \$5,420.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #22

#### Sheldon Mechanical Corporation 26015 avenue hall Santa Clarita, CA 91355

DATE PAGE 01/21/18 1 TIME 12:57 PM

Phone: 661-286-1361 FAX: 661-287-9081

	Description	Ref	Ref Amount	Op	Rate	Amount
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3	1 Thermostat			Markenment	4	75.00
4 5	SUBTOTAL					985.00
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9	NSW					0.45.00
10	1 Exhaust Fan					845.00
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Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #22

#### Sheldon Mechanical Corporation 26015 avenue hall Santa Clarita, CA 91355

DATE PAGE 01/21/18 2 TIME 12:57 PM

Phone: 661-286-1361

FAX: 661-287-9081

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### P.O. Box 803338, Santa Clarita, CA 91380

Tel: 661-705-8780 Fax: 661-705-8790

January 11, 2018

TOR-

Lemonwood K-8 School

BILL TO

TOTAL \$

996.45

Mr. Dillon Boute' Sheldon Mechanical Corp 26015 Avenue Hall Santa Clarita, CA 91355

661-286-1361

DESCRIPTION		AMOUNT	
Please reference your sheets tagged: Bulletin #47		\$	910.0
All material constructed per your details and specifications			
Ductwork per Bulletin #47		APER CONTRACTOR OF	
Gooseneck with Birdscreen			
Hanger Material for Exhaust Fan			
*			
		manufacture of the second	
		the confidence while were all properties and	
	SUBTOTAL	\$	910.00
	TAX RATE		9.50%
ake all checks payable to Duct Fabricators Incorporated.	SALES TAX		86.45
HANK YOU FOR YOUR BUSINESS!	OTHER		-



Quotation for Project: Lemonwood K-8 OSD

CUSTOMER: SHELDON MECHANICAL

26015 AVENUE HALL SANTA CLARITA, CA 91355

United States

Phone #: (661)286-1361 Fax #: (661)287-9083 Sales Office: NORMAN S WRIGHT CLIMATEC MECH EQUIP

13031 BRADLEY AVE SYLMAR, CA 91342

US

Phone #: (818)367-6100 Fax #: (818)367-1221 Priced By: Mike Kline

Email: mkline@nswcla.com

Design Criteria Elevation: (ft) 95

Power:

60 Cycle

**Destination Country:** United States

\*\*Name and Location of end user is required for all Export orders.

#### **TERMS**

Program Type: Standard Order Terms:

Standard Terms

Freight Terms: Prepaid

#### MISCELLANEOUS CHARGES (USD):

Minimum Billing Charge:		0.00
Minimum Finish Charge:		0.00
Banking Fee per Draw:		0.00
Export Packing Fee:		0.00
Interest Charges:	None	0.00
Freight Quote Amount:		0.00

Total Billing Price (USD):

845.00

Standard Terms and Conditions of Sales Apply. Sales Tax is the responsibility of the buyer, unless tax exempt certificate is provided. Payment Terms are Net - 30 Days, subject to credit approval.

Created in CAPS: Job Creation Date: 4.18.2016 11/19/15

PRICES AS QUOTED VALID FOR 90 DAYS

#### Lemonwood K-8 OSD

Mark: EF 8-2

1

Model: SP-A710-VG

Product Family: Fan

Qty **FRPM**  Volume

**Total External SP** 

1076

650 CFM

0.25 in. wg

SELECTION

**MOTOR SPECS** 

Air Stream Temp.: Elevation: Motor Design:

70 F 95 ft NEMA Include Motor & Drive: Input Watts Motor Enclosure: Cycle:

Yes ODP 60 1

Phase: Voltage: RPM: Efficiency Rating: Thermal Overload:

115 1080 High N/A

#### Selected Options & Accessories

Motor - Vari-Green EC motor w/Mounted Potentiometer Dial Motor rated for continuous use UL/cUL 507 Listed - Electric Fan Roof Cap with Curb Cap. (PN: GRS-10-QD) Shipped Loose Roof Curb-Galv., GPI-19-G12, Under Sized 1.5 in. Total Aluminum Grille with White Enamel Finish Polypropylene Wheel Material

#### GREENHECK FAN CORPORATION - TERMS & CONDITIONS

1. SELLER'S TERMS TO GOVERN: Only the terms and conditions stated herein shall be binding upon GREENHECK FAN CORPORATION (hereinafter "SELLER"). No modification, amendment or change, whether in Buyer's purchase order, shipping release

ns or otherwise shall obligate SELLER unless authorized in writing by SELLER's consin office. The Buyer shall be conclusively presumed to have accepted the terms and conditions set forth herein, thereby creating a contract limited to these terms, if Buyer does not object in writing to these terms within five (5) business days after their receipt.

2. PRICES: Unless otherwise specifically provided in SELLER's quotation or acknowledgement, prices are valid for goods required for delivery within 90 days following acceptance. Thereafter, prices are subject to change due to inflation, transportation or surcharge on material. Prices include transportation charges predicated on a single shipment and any partial shipments may result in additional cost to the Buyer.

 TAXES & CUSTOMS: To the prices quoted add any manufacturer's gross receipts, sales, or use tax, customs, either international, federal, state, or local, payable on the transaction any applicable statute.

4. PAYMENT: Payment terms for goods shipped hereunder will be net 30 days. Should the Buyer default in the timely payment to SELLER of sums due on an order, SELLER is entitled to any remedies provided in this contract or by law. If Buyer fails to pay any amounts when due, Buyer shall pay SELLER interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, the maximum allowable legal interest rate), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by SELLER.

5 PERFORMANCE: SELLER shall be obligated to furnish only the goods described in its quotation or acknowledgement, and agreed to in writing. The duty to perform under any order on the part of SELLER and the price thereof is subject to the approval of its Credit Department, and is contingent upon strikes, accidents, floods, act(s) of terrorism, fires, fuel shortages, the inability to procure materials from the usual sources of supply, the requirements of the US Government (through the use of priorities or preference or any other manner) that SELLER divert either the material or the finished product to the direct or indirect benefit of the Government, or upon any like or unlike cause beyond the reasonable control of SELLER. Upon disapproval of the Credit Department or upon the occurrence of any such event, SELLER may delay performance or, at its option, renegotiate prices and terms and conditions of sale with Buyer. If SELLER elects to renegotiate and SELLER and the Buyer are unable to agree on revised prices or terms, SELLER may cancel without any liability.

6. SHIPMENT DATE: Shipment dates are estimates only. Shipment shall be FOB factory or warehouse at named shipping point with title passing to the Buyer upon delivery to the carrier by SELLER. SELLER specifically rejects any order containing a time is of the essence clause or liquidated damage penalties for late shipments.

7 LIABILITY DISCLAIMER: TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO NT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL MAGES, BUSINESS INTERRUPTION, LOST PROFITS OR LOSSES RESULTING FROM THE INSTALLATION, USE, MISUSE, OR INABILITY TO USE THE PRODUCT. THIS EXCLUSION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY EVEN IF THE PARTY WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SHOULD SELLER NEVERTHELESS BE FOUND LIABLE FOR ANY DAMAGES, THEY SHALL BE LIMITED TO THE PURCHASE PRICE FOR THE PARTICULAR PIECE OR ITEM OF

8. CHANGES: With SELLER'S permission, changes may be made to orders prior to the start of fabrication at the current price list. Changes made after fabrication has started will result in an increase in price deemed appropriate by SELLER to recover all associated labor and material costs, including normal overhead and profit.

9. CANCELLATION In the event that all or a portion of an order is cancelled by the Buyer without cause, the Buyer shall be liable to SELLER for cancellation charges including, but not limited to, SELLER's incurred costs and such profits as would have been realized by SELLER from the transaction had the agreement not been canceled by Buyer.

10. RISK OF LOSS: Risk of loss, including but not limited to loss of goods from shortages, damages or transit delays, shall pass to the Buyer when the goods have been delivered to any transportation carrier (excluding proprietary transportation facilities of SELLER). Any claims for damage to, or loss or misdelivery or damage of the goods shall be filed with SELLER.

11. LIMITED WARRANTY AND LIABILITY: SELLER warrants to Buyer that products manufactured are free from defects in material and workmanship for a period of 12 months from the date of shipment. SELLER's obligations and liabilities under this warranty are limited to furnishing FOB factory or warehouse at SELLER's designated shipping point, freight allowed to Buyer's city, (or point of export for shipments outside the conterminous United States) replacement equipment (or at the option of SELLER parts therefore) for all Seller's products not conforming to this warranty and which have been returned to the manufacturer. No liability whatever shall attach to SELLER until

said products have been pald for and such liability shall be strictly limited to the purchase price of the equipment shown to be defective. SELLER may make further warranty protection available on an optional extra-cost basis and which must be authorized and in writing. ANY MISUSE, NEGLECT, FAILURE TO FOLLOW INSTRUCTIONS OR MANUALS OF INSTALLATION OR MAINTAINANCE REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH. THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES WHETHER IN CONTRACT OR IN NEGLIGENCE. EXPRESSED OR IMPLIED, INLAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. SELLER PROVIDES NO INDEPENDENT WARRANTY FOR THIRD PARTY PRODUCTS OR COMPONENTS SOLD TOGETHER OR

INCORPORATED WITH SELLER'S PRODUCT(S). Electrical components are warranted only to the extent warranted by the original manufacturer. To the extent that SELLER is entitled to pass through a warranty of the original equipment manufacturer of the electrical goods sold, SELLER will pass through such warranties to Buyer.

12. AUTHORITY OF SELLER'S AGENTS: No agent, employee or representative of SELLER has the authority to bind SELLER to any affirmation, representation or warranty concerning the goods sold under this contract, and unless an affirmation, representation or warranty made by an authorized agent, employee or representative is specifically included within this bargain it shall not in any way be enforceable by the Buyer.

13. ASSIGNMENT/DELEGATION: No right or interest under this contract may be assigned by the Buyer, nor may any obligation or performance under this contract be delegated by the Buyer without SELLER's written permission. Any attempted assignment or delegation shall be void and ineffective for all purposes. SELLER may assign its rights or obligations under this Agreement in the event of a merger or change of control of SELLER.

14. GOVERNING LAW: This agreement shall be governed and construed in accordance with the laws State of Wisconsin. Buyer consents to jurisdiction in the Circuit Court of Wausau, WI or the Federal District Court for the Western District of Wi in Eau Claire, WI. 15. INDEMNIFICATION SELLER agrees to indemnify, defend and hold harmless Buyer from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation attorneys' fees, disbursements and courts costs) for injury to or death of persons or damage to property to the extent caused by a defect in SELLER'S product. Buyer agrees to indemnify, defend and hold harmless SELLER from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation attorneys' fees, disbursements and courts costs) for injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Buyer, a third party, or Buyer's employees, agents, representatives or contractors. Each party shall provide the other with prompt written notice of any claim covered hereunder, and the indemnifying party shall have the right to assume exclusive control of the defense or settlement of such claim

16. RETURNS: Goods shall not be returned except by written permission of SELLER pursuant SELLER's returned goods policy.

17. EXPORT CONTROLS. Items purchased may be subject to US and other countries export controls and customs regulations and laws. Buyer agrees it shall not export or enter into an agreement for the export any goods from SELLER to any prohibited or embargoed country or to any denied, blocked or restricted person or entity including those so designated by the US Dept. of Commerce or Treasury.

18. ENTIRETY OF AGREEMENT: This document, together with any other documents furnished by SELLER shall set forth the entire agreement between the parties. Should any portion herein be deemed to be illegal, Invalid or unenforceable the same shall not affect other terms or provisions of this Agreement which shall be deemed modified to the extent necessary to render it enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly. No waiver by either party of any rights under this Agreement will be effective unless it is in writing signed by the party against whom it is being enforced.

19. DESIGN SERVICES AND COMPUTATIONAL FLUID DYNAMICS: SELLER shall not be liable for any party's reliance on fan locations and performance specified or included in SELLER's CFD report if product is improperly installed, maintained, or otherwise tampered with or if different product is installed without the SELLER'S prior written approval. The purpose of any smoke test conducted is to visually demonstrate the general flow of the smoke from the supply to exhaust within a system, and is not representative of the exact smoke flow in case of any fire event. General liability for all other design services, including but not limited to product selection, configuration and placement will be the responsibility of the professional engineer for the project.

# SUBMITTAL

Job Title:

Lemonwood K-8 OSD

Job Site:

Sheldon Mechanical Corp

2200 Carnegie Court Oxnard, CA 93033 United States

Customer PO#: 5046-4274

Architect:

**SWA Architects** 

Engineer:

Optimum Energy Design (OED)

Contractor:

Sheldon Mechanical Corp

Elevation: (ft)

95

Date:

1/11/2018

Submitted By:

Jennifer Evans

Agent Order#:

84350

NORMAN S WRIGHT CLIMATEC MECH EQUIP

13031 BRADLEY AVE SYLMAR, CA 91342

US

Phone:

(818)367-6100

Fax:

(818)367-1221

Email Address: mkline@nswcla.com



P.O. Box 410

Schofield, WI 54476

(715) 359-6171

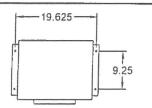
FAX (715) 355-2399

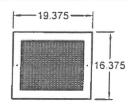
www.greenheck.com

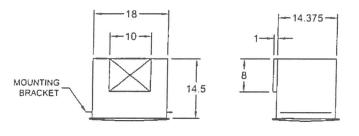


Mark: EF 8-2

Model: SP-A710-VG







# Model: SP-A710-VG

#### Ceiling Exhaust Fan

#### **Standard Construction Features:**

- Galvanized steel housing - Sound absorbing insulation - White coated aluminum grille - Outlet duct collar with integral backdraft damper - Forward curved wheel -Plug type disconnect - Adjustable mounting brackets - Square duct connection -Field rotatable discharge

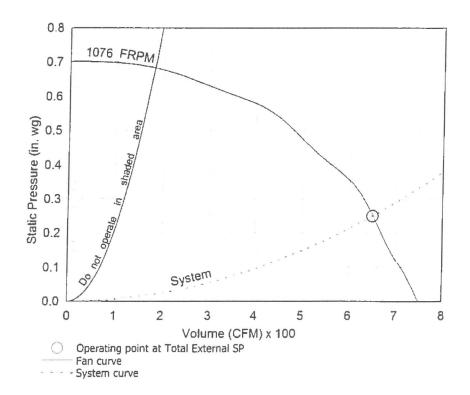
#### Selected Options & Accessories:

Motor - Vari-Green EC motor w/Mounted Potentiometer Dial Motor rated for continuous use UL/cUL 507 Listed - Electric Fan Roof Cap with Curb Cap, (PN: GRS-10-QD) Shipped Loose Roof Curb-Galv., GPI-19-G12, Under Sized 1.5 in. Total Aluminum Grille with White Enamel Finish Polypropylene Wheel Material

Dimensional	
Quantity	1
Weight w/o Acc's (lb)	41
Weight w/ Acc's (lb)	67

Performance	
Requested Volume (CFM)	650
Actual Volume (CFM)	650
Total External SP (in. wg)	0.25
Fan RPM	1076
° FLA (A)	3.7
Elevation (ft)	95
Airstream Temp.(F)	70
Air Density (lb/ft3)	0.075
Sones	5.5

Motor	
Motor Mounted	Yes
** Input Watts (W)	285
Voltage/Cycle/Phase	115/60/1
Enclosure	ODP



All dimensions shown are in units of in.

\*FLA is approximate and will vary slightly with the motor. Sones - calculated using AMCA 301 at 5 ft \*\* Wattage is shown at free air.

\*\* Wattage is approximate and may vary between motors.





Mark: EF 8-2

Model: SP-A710-VG

# Vari-Green

# motor & Control Options

An EC motor that uses AC input power and internally converts it to DC power. Potentiometer (dial) mounted on the motor enclosure adjusts the speed (RPM) down 80%. Vari-Green motors feature a soft-start and inherent thermal and current protection built into each unit. Inrush current at start up is eliminated and the motor will automatically reduce speed or turn off if overloaded or it becomes too hot.

#### **Motor Configuration**

Input Voltage:

115

Speed Reference: Permanent Dial:

Dial on Motor

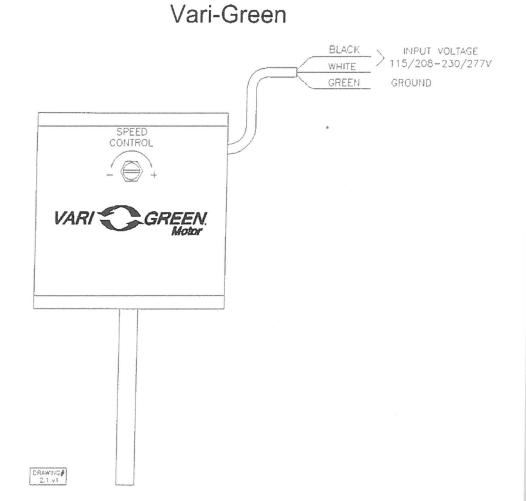
Yes

#### **Control Configuration**

Control Type: Transformer:

N/A

None





Mark: EF 8-2

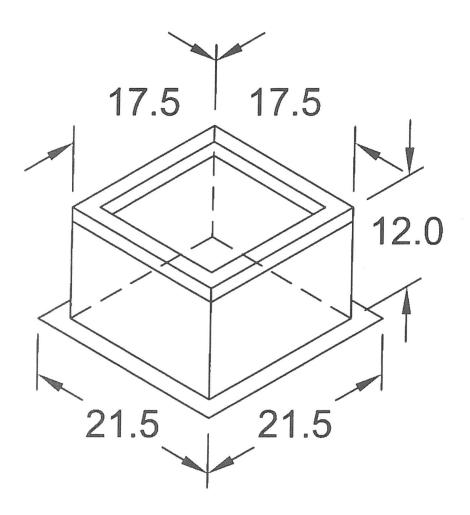
Model: SP-A710-VG

of Curb

Material: Galvanized

#### **Standard Construction Features:**

- Roof Curb fits between the building roof and the fan mounted directly to the roof support structure - Constructed of either 18 ga galvanized steel or 0.064 in. aluminum - Straight Sided without a cant - 2 in. mounting flange - 3 lb density insulation - Height - Available from 12 in. to 42 in. as specified in 0.5 in. increments. Notes: - The maximum roof opening dimension should not be greater than the "Actual" top outside dimension minus 2 in.. - The minimum roof opening dimension should be at least 2.5 in. more than the damper dimension or recommended duct size. - The Roof Opening Dimension may NOT be the Structural Opening Dimension. - Damper Tray is optional and must be specified. Tray size is same as damper size. - Security bars are optional and must be specified. Frames and gridwork are all 12 ga steel. Gridwork is welded to the frame and the frame is welded to the curb.



Notes: All dimensions shown are in units of in.



Mark: EF 8-2

Model: SP-A710-VG

# scharge Accessory

Type: GRS - Curb Cap

Standard Construction Features:

- Aluminum Construction - Galvanized Steel Internal Supports - Integral Birdscreen - Built-in Flashing Flange - Requires Roof Curb



Mark: EF 8-2

Model: SP-A710-VG

## **AMCA**



AMCA Licensed for Sound and Air Performance. Power Rating (Watt) includes transmission losses.

Greenheck Fan Corporation certifies that the model shown herein is licensed to bear the AMCA Seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 211 and AMCA Publication 311 and comply with the requirements of the AMCA Certified Ratings Program. Performance certified is for installation type B: Free inlet, Ducted outlet. Performance ratings include the effects of an inlet grille and backdraft damper. Speed (RPM) shown is nominal. Performance is based on actual speed of test. The watt ratings shown are at free air. The sound ratings shown are for loudness values in spherical sones at 5 ft. (1.5m) in a spherical free field calculated per Annex B of AMCA 311. Values shown are for installation type B: ducted outlet spherical sone levels. The AMCA Certified Ratings Seal applies to sone ratings only.



January 11, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0296 Additional CMB material in the fire lane area due to revised precision grading plan

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Due to discrepancies in the site drainage plan elevations and the horizontal control drawings the CMB section had to be increased to provide adequate drainage to the site drainage system. An additional 450 tons/271 cubic yards of CMB was required to be placed, graded and compacted

Phase	Category	Description	Subcontractor	Quote
321313	71140	Additional CMB at Fire Lane between Classroom and MPR buildings	SANTA CLARITA CONCRETE	32,516.46
			Subtotal	32,516.46
007480	71160	Subguard	1.15%	373.94
007410	71160	Builders Risk	0.6%	197.34
007420	71160	General Insurance	1.15%	378.24
007510	71160	P&P Bond	1%	325.17
991000	79999	Change Order Fee	5%	1,673.30
			Markup Subtotal	2,947.99
			PCI Total	35,464.45

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 35,464.45.

#### Please NOTE:

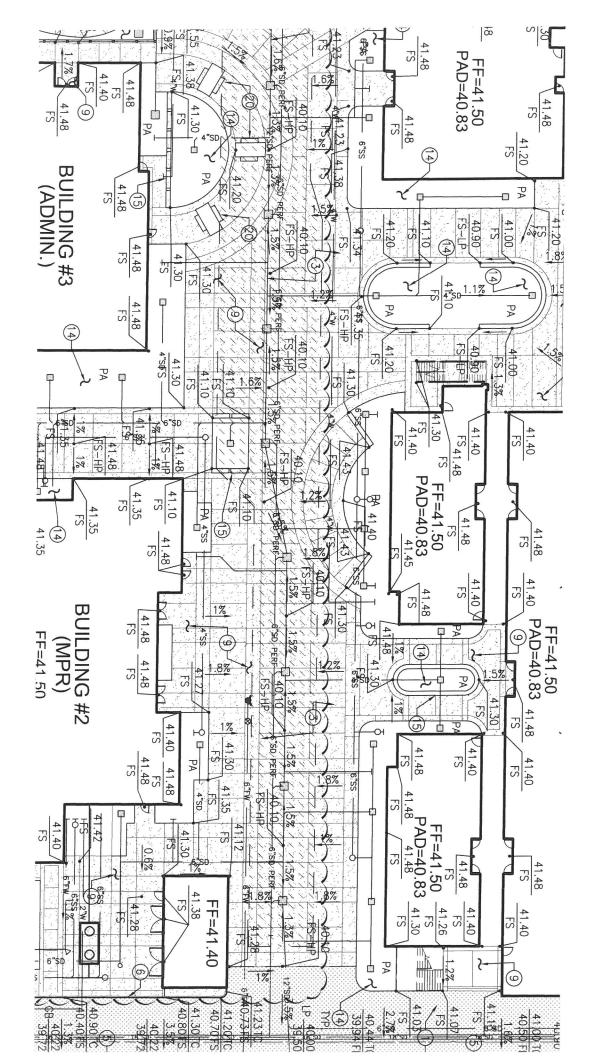
- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project cost and completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

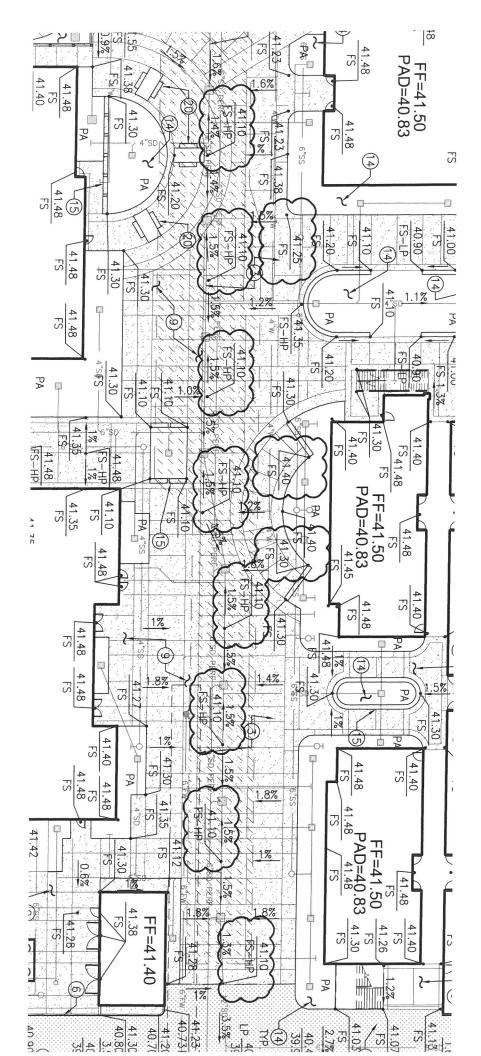


Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
(i) k / Y llow	
	Ву:
Date:	Date:





# Bill Gray

Christopher Barbato

Thursday, January 11, 2018 7:58 AM

From: Sent:

Subject:

Bill Gray FW: Lem

FW: Lemonwood paving at infiltration pit

Ý:

From: Tom Bardwell [mailto:tbardwell@sva-architects.com]

Sent: Wednesday, August 30, 2017 4:17 PM

**To:** Bill Gray <BGray@swinerton.com>; Christopher Barbato <CBarbato@swinerton.com>

Cc: Nalani Scanlon < NScanlon@swinerton.com>

Subject: RE: Lemonwood paving at infiltration pit

Ok thanks. Just a heads up, if we choose the CMB/CAB option, we will need to get the Geo Tech to review it.

Thanks,

# Tom Bardwell

Project Lead

SVA Architects, Inc. |
3 Ma
www
www

Inc. | Santa Ana + Oakland + San Diego + Honolulu 3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380 www.sva-architects.com

A Please consider the environment before printing this email and/or any attachments

From: Bill Gray [mailto:BGray@swinerton.com]

**Sent:** August 30, 2017 4:09 PM

To: Tom Bardwell < tbardwell@sva-architects.com >; Christopher Barbato < CBarbato@swinerton.com >

Cc: Nalani Scanlon < NScanlon@swinerton.com >

Subject: RE: Lemonwood paving at infiltration pit

We'll check. It might be that the CMB or CAB will be the most reasonable

# Thank you

# Bill Gray, LEED AP

Project Manager | Swinerton Builders OCLA

From: Tom Bardwell [mailto:tbardwell@sva-architects.com]

Sent: Wednesday, August 30, 2017 3:50 PM

To: Bill Gray < BGray@swinerton.com>; Christopher Barbato < CBarbato@swinerton.com>

Cc: Nalani Scanlon < NScanlon@swinerton.com >

Subject: RE: Lemonwood paving at infiltration pit

Per my engineer, we can use ½" Open Graded Gravel as a substitute for the Pea Gravel. Will this be less expensive?

# Tom Bardwell

Project Lead

www.sva-architects.com

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu 3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380

Please consider the environment before printing this email and/or any attachments

From: Bill Gray [mailto:BGray@swinerton.com]

Sent: August 30, 2017 2:37 PM

**To:** Tom Bardwell < <a href="mailto:tbardwell@sva-architects.com">tbarbato < <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbato@swinerton.com</a> <a href="mailto:com">cbarbatom.com</a> <a href="mailto:com">cbarba

Cc: Nalani Scanlon < NScanlon@swinerton.com >

Subject: RE: Lemonwood paving at infiltration pit

Please ask if we may use the least expensive rock available to keep the costs to a minimum

Thank you

# Bill Gray, LEED AP

Project Manager | Swinerton Builders OCLA | 805.832.4993 | C 949.355.6822

From: Tom Bardwell [mailto:tbardwell@sva-architects.com]

Sent: Wednesday, August 30, 2017 2:20 PM

To: Christopher Barbato < CBarbato@swinerton.com >

Cc: Bill Gray < BGray@swinerton.com >; Nalani Scanlon < NScanlon@swinerton.com >

Subject: Lemonwood paving at infiltration pit

Chris,

Hope this clarifies your question. total of 12" thickness. I will forward you the detail once I receive it. Per the conversation with my Civil engineer today, he stated that the 4" concrete over 3" CMB is accurate. He stated to add 5" of pea gravel to the detail on C-8,

Thanks,

# Tom Bardwell

Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu

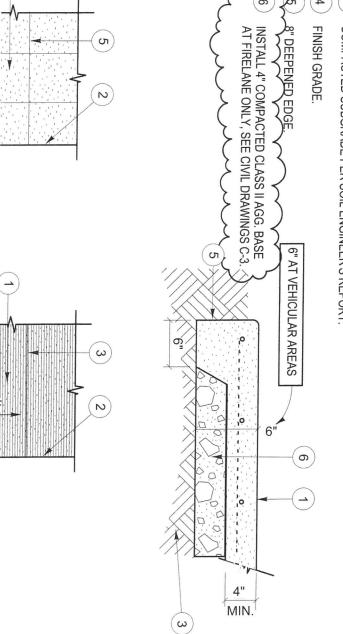
3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380 www.sva-architects.com

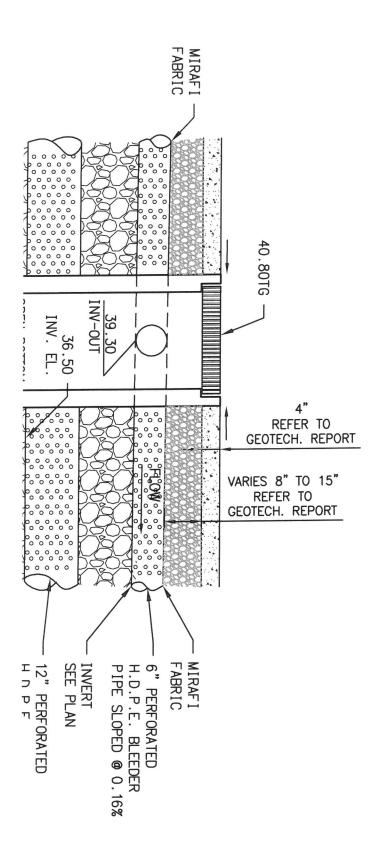


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# LEGEND:

- CONCRETE PAVING W/ #4 REBAR @ 18" O.C. EACH WAY, FINISH AND SCORING PER CONSTRUCTION PLAN.
- 1/2" RADIUS AT ALL EXPOSED EDGES.
- (3) COMPACTED SUBGRADE PER SOIL ENGINEER'S REPORT.







16164 Sierra Highway Santa Clarita, CA 91390 Phone 661.252.2012 Fax 661.298.4585 CA License No. 381605

#### **CHANGE ORDER REQUEST**

COR	SCC-007
P&0	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Lemonwood	
OWNER/REP	Swinerton Construction	
ATTN	Bill Gray	
DATE	12/7/17	
REFERENCE	Base at Fire Lane	

#### NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as requested by SB. Additional work to consist of providing and installing additional base at the fire lane.

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QT	Y UNI	T RATE	TOTAL
AWA-10034	Place base at fire lane	5ite	10/9/17	Carpenter	Foreman	R	6	Hr	\$93.10	\$558.62
AWA-10034	Place base at fire lane	Site	10/9/17	Carpenter	Journeyman	R	36		\$84.96	\$3,058,71
AWA-10034	Place base at fire lane	Site	10/9/17	Laborer	Journeyman	R	8	Hr	\$75.30	\$602.42
AWA-10034	Place base at fire lane	Site	10/9/17	Equipment	Drum Roiler	R	1	Day		\$225.00
AWA-10034	Place base at fire lane	Site	10/9/17	Equipment	Fuel	R	1	Day		\$22,50
AWA-10034	Place base at fire lane	Site	10/9/17	Equipment	Skidsteer	R	1	Day	•	\$335.00
AWA-10034	Place base at fire lane	Site	10/9/17	Equipment	Fuel	R	1	Day	Stance of	\$33.50
AWA-10034	Place base at fire lane	Site	10/9/17	Material	Base	R	100	Ton	\$20.59	\$2,058.82
AWA-10032	Place base at fire lane	Site	10/5/17	Carpenter	Foreman	R	12	Hr	\$93.10	\$1,117.24
AWA-10032	Place base at fire lane	Site	10/5/17	Carpenter	Journeyman	R	24	Hr	\$84.96	52,039,14
AWA-10032	Place base at fire lane	Site	10/5/17	Laborer	Journeyman	R	8	Hr	\$75.30	\$602.42
AWA-10032	Place base at fire lane	Site	10/5/17	Equipment	Drum Roller	R	1	Day	\$225.00	\$225.00
AWA-10032	Place base at fire lane	Site	10/5/17	Equipment	Fuel	R	1	Day	\$22.50	\$22.50
AWA-10032	Place base at fire lane	Site	10/5/17	Equipment	Skidsteer	R	1	Dav	\$335.00	\$335.00
AWA-10032	Place base at fire lane	Site	10/5/17	Equipment	Fuel	R	1	Day	\$33.50	\$33.50
AWA-10032	Place base at fire lane	Site	10/5/17	Equipment	Skidsteer	R	2	Day	\$335.00	\$670.00
AWA-10032	Place base at fire lane	Site	10/5/17	Equipment	Fuel	R	2	Day	\$33.50	\$67.00
AWA-10032	Place base at fire lane	Site	10/5/17	Material	Base	R	50	Ton	\$20.59	\$1,029.41
AWA-10031	Place/Compact base fire lane	Site	10/2/17	Carpenter	Foreman	R	14	Hr	\$93.10	\$1,303.44
AWA-10031	Place/Compact base fire lane	Site	10/2/17	Carpenter	Journeyman	R	32	Hr	\$84.96	\$2,718.86
AWA-10031	Place/Compact base fire lane	Site	10/2/17	Laborer	Journeyman	R	8	Hr	\$75.30	\$602.42
AWA-10031	Place/Compact base fire lane	Site	10/2/17	Equipment	Skidsteer	R	2	Day	\$335.00	\$670.00
AWA-10031	Place/Compact base fire lane	Site	10/2/17	Equipment	Fuel	R	2	Day	\$33.50	\$67.00
AWA-10031	Place/Compact base fire lane	Site	10/2/17	Material	Base	R	250	Ton	\$20.59	\$5,147.06
AWA-10102	Place base at fire lane	Site	11/20/17	Carpenter	Foreman	R	4	Hr	\$93.10	\$372.41
AWA-10102	Place base at fire lane	Site	11/20/17	Carpenter	Journeyman	R	4	Hir	\$84.96	\$339.86
AWA-10102	Place base at fire lane	Site	11/20/17	Equipment	Skiploader	R	1	Day	\$200.00	\$200.00
AWA-10102	Place base at fire lane	Site	11/20/17	Equipment	Fuel	R	1	Day	\$20.00	\$20.00
AWA-10100	Place base at fire lane	Site	11/13/17	Carpenter	Journeyman	R	30	Hr	\$84.96	\$2,548.93
AWA-10100	Place base at fire lane	Site	11/13/17	Equipment	Skiploader	R	1	Day	\$200.00	\$200.00
AWA-10100	Place base at fire lane	Site	11/13/17	Equipment	Fuel	R	1	Day	\$20.00	\$200.00
AWA-10100	Place base at fire lane	Site	11/13/17	Material	Base	R	50	Ton	\$20.59	\$1,029.41

#### EXCLUSIONS/QUALIFICATIONS

Price assumes work to be done concurrently with other work,

Separate mobilization will require additional costs.

Bond is not included in this COR

All work done as directed by Swinerton Builders

EXTENSION OF CONTRACT DURATION--->

SUB-TOTAL \$28,275.19
P&O \$4,241.28
TOTAL FOR THIS COR \$32,516.46



#### (661) 252-2012

Lic. No. 381605

### 16164 Sierra Hwy. Santa Clarita, CA 91390

10034 AUTHORIZATION

ADDITIONAL WORK AUTHORIZATION DATE: 10 - 9-17
through 10-11-17
COSTOMERS
NAMESwigerton Builders JOBNAME/emongwood K-8
STREET 17731 Mitchel North Sold 200 STREET 2200 Carnegie . Ct
CITY Tryine STATE CA. 9214, 6028 CITY Oxnard CA. 93033
JOB # TRACT #
You are hereby authorized to perform the following specifically described additional work:
Extra to Contract placement of Base
Fireline on top of Grabel Total man
Court /- 1-coreman 1 laborer 2. Cornerters
Total man hours (50), Foreman 6 hours
Laborer 8 hours carpenters 36 hours
1 Roller compactor
1. skid steer
100 Tons of Base
ADDITIONAL CHARGE FOR ABOVE WORK IS \$
TERMS ARE NET — 10TH PROX.
The shave work in an autor to the
The above work is an extra to the original contract of the above referenced job:  AUTHORIZING SIGNATURE  DATE:
AUTHORIZING SIGNATURE
We hereby agree to furnish material and labor — complete in accordance with the above specifications, at
above stated price.
AUTHORIZING SIGNATURE DATE:

(Contractor signs here)

DATE: \_\_



#### (661) 252-2012 Lic. No. 381605 16164 Sierra Hwy. Santa Clarita, CA 91390

AUTHOR	RIZATION 1	0032
	2 DAYS	7

	5-17	L
DATE:	10-3	
,	10-6-1	
throgh		

ADDITIONAL WORK AUTHORIZATION  Through 10- C-11  ADDITIONAL WORK AUTHORIZATION  Through 10- C-11  ADDITIONAL WORK AUTHORIZATION  Through 10- C-11  TRACT#  JOB NAME Lengagood K. S.  TRACT#  JOB#  TRACT#  JOB#  TRACT#  JOB#  TRACT#  TRACT	
ADDITIONAL CHARGE FOR ABOVE WORK IS \$  TERMS ARE NET — 10TH PROX.  The above work is an extra to the original contract for the above referenced job.  The above work is an extra to the original contract for the above parts igns here)  AUTHORIZING SIGNATURE  (Customer signs here)  DATE:  DATE:	
hereby agree to the signs here)	

We hereby agree to fur

above stated price. AUTHORIZING SIGNATURE \_\_



## (661) 252-2012 Lic. No. 381605

## 16164 Sierra Hwy. Santa Clarita, CA 91390

AUTHORIZATION 10031

ADDITIONAL WORK AUTHORIZATION DATE: 10-2-17
CUSTOMERS NAME Swingston Builders  JOB NAME lemonwood. K. 8  STREET 17731 Mitchell Maddes of 2003 OTDERT 20
STREET 1772. JOB NAME JEMONWOOD J. K. 8
SIREE JACK CORPORATION OF THE STREET STARTED TO STREET STARTED TO STREET STARTED TO STREET STARTED TO STREET STARTED TO STARTED TO STREET STARTED TO STREET STARTED TO STREET STARTED TO STREET STARTED TO STARTED TO STREET STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO STARTED TO
CITY I Traine STATE CA 9214-6028 CITY Oxnard. CA. 93033
JOB # TRACT #
You are hereby authorized to perform the following specifically described additional work:  Extra to Contract Placement of Base Fire lang
on Compact Base to 95%
total man hours (54) Foreman 14 hours
J. Carpenters 3Days
10 To 1 man hours (54) Foreman 14 hours
Larger ICI
Skid tou steer 16 hours
skid low steer 16 hours 250. Tons of Base
ADDITIONAL CHARGE FOR ABOVE WORK IS \$ TERMS ARE NET — 10TH PROX.
The above work is an extra to the original contract for the above referenced job:  AUTHORIZING SIGNATURE  (Customer signs here)  DATE:
We hereby agree to furnish material and labor — complete in accordance with the above specifications, at above stated price.  AUTHORIZING SIGNATURE  (Contractor signs here)  DATE:



#### (661) 252-2012

Lic. No. 381605

#### 16164 Sierra Hwy. Santa Clarita, CA 91390

AUTHORIZATION 10102

	ADDITIONAL WORK AU	THORIZATION	DATE: 11-20-17
CUSTOMERS NAME Swinerton Bu STREET 1773 Michell N CITY INVIAC S	borthst. suitegos	STREET 2200 CITY Oxnar	Lernegic St LCA 93033 TRACT#
You are hereby authorized  Extra to Contract  Fire line 4 = Extra	+ placemen	top Ba	e on
Total man Count Total man hours 1. Tructor	8. 4. hour	s Each	Carpenter
A402			
ADDITIONAL CHARGE FOR ABOVE	- WORK IO A		
ADDITIONAL CHARGE FOR ABOVE TERMS ARE NET — 10TH PRO	)X		
The above work is an extra to the o	(Customer signs here)	pove referenced jo	Db:11/40/17
We hereby agree to furnish material a above stated price. AUTHORIZING SIGNATURE	and labor — complete in	accordance with	the above specifications, at

(Contractor signs here)



## **(661) 252-2012** Lic. No. 381605

## 16164 Sierra Hwy. Santa Clarita, CA 91390

10100 AUTHORIZATION

ADDITIONAL WORK AUTHORIZATION DATE: 11-13-17	
CUSTOMERS through H-17-17	
NAME Swinerton Builders JOB NAME Jemond wood K.	0
STREET 1773/Motchell North st. Suite 200 STREET 2200 Cornegie Ct	D
CITY Irvine STATE A 92614-6028 CITY Oxnard CA.93033	
JOB # TRACT #	PARTIE VILLE
You are hereby authorized to perform the following specifically described additional work:	
Extra to Contract Placement of Base	
On Fireline 4 - Extra of Base From II. line to 7. line Total Man Count 2. Carpenters	
7. line Total Man Court 2. Carpenters	
10701 Man hours 20- 15hours Each	
50. tons or Base	
1. skiplocker, or fractor	
VERIFY TIME ONLY )	
·	para binancia (managamba) and and and and and and and and and and
ADDITIONAL CLUBS	
ADDITIONAL CHARGE FOR ABOVE WORK IS \$ TERMS ARE NET — 10TH PROX	
TERMS ARE NET — 10TH PROX	
The above work is an extra to the original contract for the above referenced job:	
AUTHORIZING SIGNATURE DATE: //22/17	
(Customer signs here)	
We hereby agree to furnish material and labor — complete in accordance with the above specifications, above stated price	
and a state of priories.	at
AUTHORIZING SIGNATURE DATE:	
V 1	



January 13, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0298 CCD #001 Relocate roof access hatch

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

During kitchen modifications detailed in CCD #001, the roof hatch location had to be moved due to new freezer location. This has required additional structural steel framing not captured in our original PCI 008

Phase	Category	Description	Subcontractor	Quote
051200	71140	Relocate roof hatch in MPR Building	BECK STEEL, INC.	3,826.00
			Subtotal	3,826.00
007480	71160	Subguard	1.15%	44.00
007410	71160	Builders Risk	0.6%	23.22
007420	71160	General Insurance	1.15%	44.51
007510	71160	P&P Bond	1%	38.26
991000	79999	Change Order Fee	5%	196.89
			Markup Subtotal	346.88
			PCI Total	4,172.88

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 4,172.88.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to the	nis matter, please contact the undersigned.
Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
	Ву:
Date: 13/2018	Date:

# beck steelinc

June 28, 2017

Swinerton 865 S. Figueroa Street, Suite 3000 Los Angeles, Ca 90017 (805) 832-4993

Attention: Nalani Scanlon

Reference: Lemonwood K-8 Reconstruction

Job # 1624

**BCP# 13** 

Nalani,

Please find below our estimated cost associated with scope changes as a result of CCD #1, roof access ladder moved rooms. Add (2) angles  $4 \times 4 \times 3/18 \times 10$ -0 to support roof access frame.

The scope of the change is as follows:

Detailing			\$0
Engineering			\$0
Material	(196 lbs)		\$452
Joists			\$0
Deck			\$0
Other Buyouts	;		\$0
Fab Farmout			\$0
Freight			\$120
Tax on Materia	al		\$10
		Subtotal:	\$583
		15% Markup:	\$87
Total Field Co:	st per Attached:		\$2,979
		5% OH&P	\$149
		Subtotal:	\$3,798
	Bond Cost:		\$28
-	Total Change O	rder Request:	\$3.826

Requested Change in Subcontract Time due to this change (Cale	ndar Days)	0	
The requested extension to the Subcontract Schedule reflects	_ additional days for f	abrication and	_ for installation.

We await written acceptance of pricing and notice to proceed. Do not hesitate to call with any questions you might have regarding this proposal.

Best Regards,

Colin Peckham/ cf Project Manager Beck Steel, Inc. (909) 376-9119



June 27, 2017

Shift 1 Rate

Beck Steel, Inc 401 N. Loop 289 Lubbock, TX 79403

ATTN: Randy Young

RE: 1624 Lemonwood Elementary School

**COR # 24** 

Ref No.

CCD 1

In regards to the above reference matter please accept the following pricing and break down for your review and consideration:

#### **DESCRIPTION**

- 1. Add new angle to support roof ladder frame, due to moving locations
- 2. Field fabricate and install new angle supports

Ironworker Foreman Shift 1		8	mh @	\$	89.17	/mh	\$ 713.36
Journeyman Ironworker Shift 1		16	mh @	\$	84.98	/mh	\$ 1,359.68
		24	Hrs				\$ 2,073.04
	Qnty	Unit					
Subsistence	3	1.00	each	\$	20.00	/ea/day	\$ 60.00
Steel Trade Consumables				\$	3.87	/hr	\$ 92.88
Small Tools				\$	3.04	/hr	\$ 72.96
Safety Equipment				\$	2.15	/hr	\$ 51.60
Field Truck				\$	30.00	/hr	\$ 240.00
				Sub	Total		\$ 2,590.48
					Markup	15%	\$ 388.57
					Total		\$ 2,979.05

Days added to the schedule

1 work days

**REMOBILIZATION LOST PRODUCTIVITY:** 

0 work days

Exclusions and conditions are similar to those for existing contract work.

Please call if you have any questions or concerns.

Sincerely,

PRO STEEL ERECTORS, INC.

Dan Moore



January 13, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0299 Additional cost to chlorinate MPR Building

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Due to delays in the timely completion of the MPR Building caused by CCD 026, the plumbing contractor is now forced to remobilize their crew as well as the chlorinator to complete this work. This work should have been completed concurrently with the Classroom Building

Phase	Category	Description	Subcontractor	Quote
220010	71140	Additional cost to chlorinate MPR Building	CITY COMMERCIAL PLUMBING, INC.	4,186.00
			Subtotal	4,186.00
007480	71160	Subguard	1.15%	48.14
007410	71160	Builders Risk	0.6%	25.41
007420	71160	General Insurance	1.15%	48.69
007510	71160	P&P Bond	1%	41.86
991000	79999	Change Order Fee	5%	215.41
			Markup Subtotal	379.51
			PCI Total	4,565.51

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 4,565.51.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely, Swinerton Builders

Oxnard School District

By:

Date:

Date:

## CITY COMMERCIAL PLUMBING, INC. Plumbing Contractors and Consultants

em som

16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax: (818) 785-0588

#### EXTRA WORK ORDER SUBMITTAL

December 28, 2017

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: \_\_\_CCP Inc., C.O.R.#41

**DESCRIPTION:** Remobilization of manpower to complete kitchen area which was not available for CCP to finish at the time of completing the rest of the building, due to no fault of our own. After we are able to complete the kitchen finish installation, we will have to call the Chlorinator back to test the MPR Building.

TOTAL COST: \$4,186.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request  $\underline{1}$  days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This work has now been completed as requested. Please approve immediately for billing purposes. If you have any questions or need clarification please call.

Sincerely, CITY COMMERCIAL PLUMBING, INC

Cindy Snyder

Cindy Snyder, Project Manager Enclosures

#### CITY COMMERCIAL PLUMBING, INC.

16106 COHASSET STREET VAN NUYS, CA 91406 (818) 785-1145

CONTRACTOR:

**SWINERTON BUILDERS** 

17731 MITCHELL NORTH, SUITE 200

IRVINE, CA 92614

JOB NAME: LEMONWOOD K-8

CCP JOB NO.: 562

2200 CARNEGIE COURT OXNARD, CA 93033

**CHANGE ORDER NO. 41** 

RE: REMOBILAZITION FOR INSTALATION AND CHLORINATION FOR MPR KITCHEN

LABOR:	WAGES	HOURS	TOTAL
FOREMAN	100.25	16.00	1,604.00
APPRENTICE	64.36	16.00	1,029.76
N.	TOTAL L	ABOR:	2,633.76
OTHER EXPENSE:			
CHLORINATOR	1 EXTRA MOVE IN	*	1,000.00
	TOTAL	OTHER EXP.:	1,000.00
	OTHER EXPENSE:		1,000.00
	MATERIAL TOTAL:		0.00
	LABOR TOTAL:		2,633.76
	SUBTOTAL: OVERHEAD/PROFIT:	15.00%	3,633.76 545.06
	SUBTOTAL:	13.00%	4,178.82
	TEXTURA FEES:	0.18%	7.52
	SUBTOTAL:		4,186.35
			0.00
	ROUND UP/DOWN:		4,186.35
			\$4,186.00

#### CITY COMMERCIAL PLUMBING, INC.

#### MATERIAL LIST

JOB:

**LEMONWOOD K-8** 

2200 CARNEGIE COURT OXNARD, CA 93033 CCP JOB NO.: 562

CHANGE ORDER NO. 41

RE:

REMOBILAZITION FOR INSTALATION AND CHLORINATION FOR MPR KITCHEN

	U		1			
QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
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		LABOR & MATERIAL TOTAL		0.00		0.00
		LADUR & WATERIAL TUTAL		0.00	0.000/	0.00
		SALES TAX:			9.00% _	0.00
		TOTAL MATERIAL COST:				0.00



January 13, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0300r1 RFI 080-080.2 Added concrete at Stairs # 1 & 2

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Add concrete at stair # 001 and under stair #002

Phase	Category	Description	Subcontractor	Quote
321313	71140	RFI 080-80.2 add concrete paving at stairs 1 and 2	SANTA CLARITA CONCRETE	6,251.40
	74		Subtotal	6,251.40
007480	71160	Subguard	1.15%	71.89
007410	71160	Builders Risk	0.6%	37.94
007420	71160	General Insurance	1.15%	72.72
007510	71160	P&P Bond	1%	62.51
991000	79999	Change Order Fee	5%	321.70
			Markup Subtotal	566.76
			PCI Total	6,818.16

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 6,818.16.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely, Swinerton Builders

Quotation accepted by: Oxnard School District

By:

Date:

Date:



16164 Sierra Highway Santa Clarita, CA 91390 Phone 661.252.2012 Fax 661.298.4585 CA License No. 381605

#### **CHANGE ORDER REQUEST**

COR	SCC-008
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Lemonwood			
OWNER/REP	Swinerton Construction			
ATTN	Bill Gray			
DATE	12/7/17			
REFERENCE	Bulletin 18/RFI 80 - 80.1			

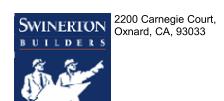
#### NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as requested by SB. Additional work to consist of additional concrete and other work at Stair #2.

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10103	Additional concrete	Stair #2	11/30/17	Concrete	Unit price	R	180	Sf	\$15.10	\$2,718.00
AWA-10103	Additional concrete	Stair #1	11/30/17	Concrete	Unit price	R	180	Sf	\$15.10	\$2,718.00

EXCLUSIONS/QUALIFICATIONS	
Price assumes work to be done concurrently with other work.	
Separate mobilization will require addiitional costs.	
Bond is not included in this COR	
All work done as directed by Swinerton Builders	
EXTENSION OF CONTRACT DURATION>	1 Day

SUB-TOTAL	\$5,436.00
P&O	\$815.40
TOTAL FOR THIS COR	\$6,251.40



#### Request For Information # 00080

To:	SVA ARCHITECTS, INC.	RFI Date:	08/26/2016
Attention:	Tom Bardwell	Date Due:	09/02/2016
CC:	Paul Vernier	RFI Type:	Structural
	Peter Sarkis	Priority:	Critical

Schedule/Activity ID:

S-111A, S-111B Document Reference:

Spec Section:

Status: Returned

Subject: Bulletin #18 Depressed Slab

#### **INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

Possible Time Impact: Potentially

Bulletin #18 calls out for the Mat Slab to be depressed 4" to allow for an architectural topping slab per the Civil drawings. Please confirm that this also applies to the structural slab supporting Stair #1 as it is shown for Stair #2 and #3.

Additionally, Architectural drawings A1-32.5, Detail 2 refers to note 913 "Concrete paving per Civil Drawings". Drawing C-3, Note 1, 'construct 5" of A.C over 8.5" of C.A.B.', for Stair #1. This is not consistent with Stair #2 and #3 per Note 9 on C-3. Please confirm.

SUGGESTION:	Possible Cost Impact: Potentially	Possible Time Impact: Potentially			
ANOMEDI	Anguinad Dig Taga Dankudi	Data of Doggana 00/45/0040			
ANSWER:	Answered By: Tom Bardwell	Date of Response: 09/15/2016			

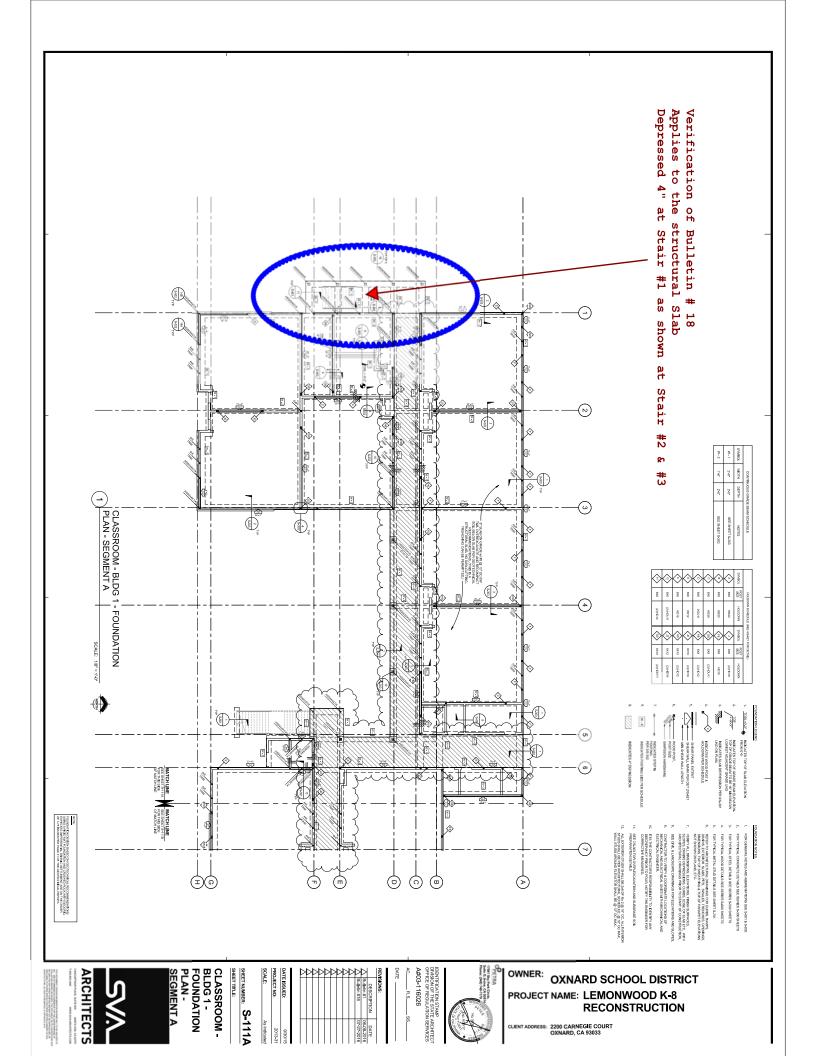
Possible Cost Impact: Potentially

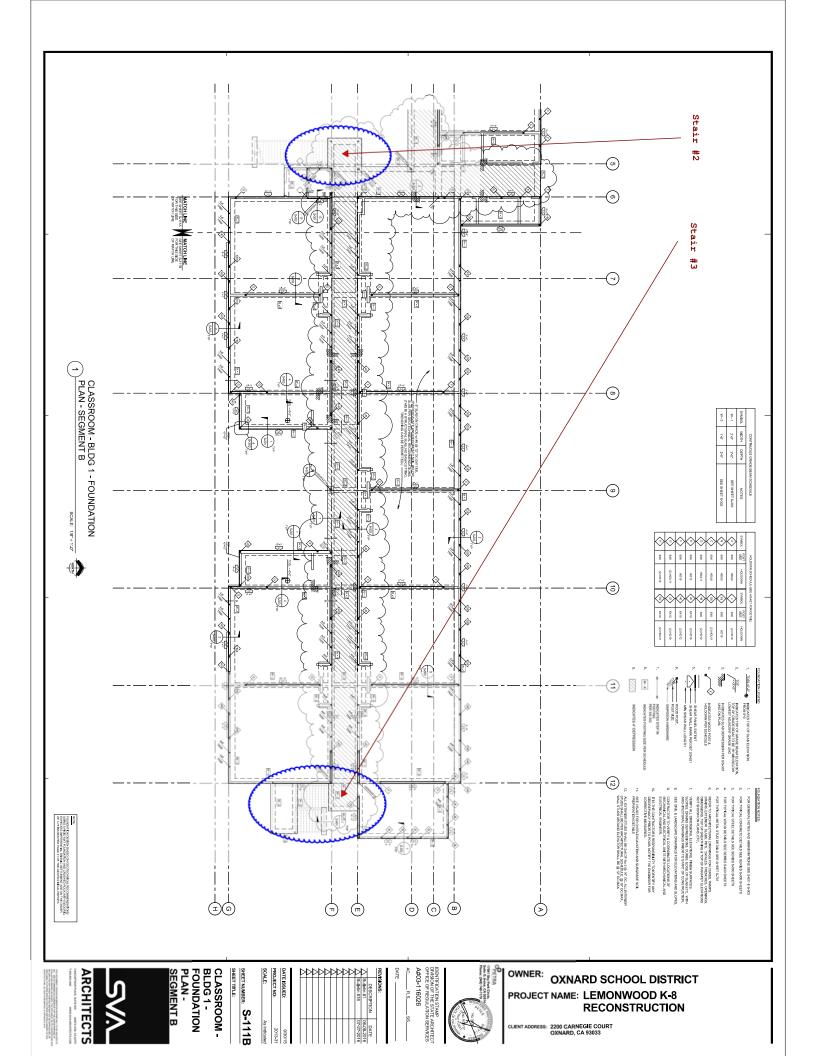
Per the teams conversation (SVA, IOR and Swinerton) we are not going to depress the slab at any of the stairs. We are replacing the AC paving with concrete paving at Stair #1 to match the rest of the corridor concrete paving. Concrete broom finish under all stairs to match the corridor concrete broom finish. Slope the concrete at Stair #1 per the civil drawings.

#### **ATTACHMENTS:**

RFI

Page 1 of 1 Print Date: 9/15/2016 4:08 PM







#### Request For Information # 00080.1

To: SVA ARCHITECTS, INC. Attention: Tom Bardwell

CC: Chris Yafuso
Paul Vernier

Christopher Barbato

RFI Date:
Date Due:
RFI Type:

RFI Type: Priority: Schedule/Activity ID:

Document Reference:

Spec Section:

Status:

S-111A, S-111B

Returned

09/13/2017 09/02/2016

Structural

Critical

Subject: Bulletin #18 Depressed Slab

**INFORMATION REQUESTED:** 

Requested By: Nalani Scanlon

Please provide a layout for the concrete under Stair #1.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 09/18/2017

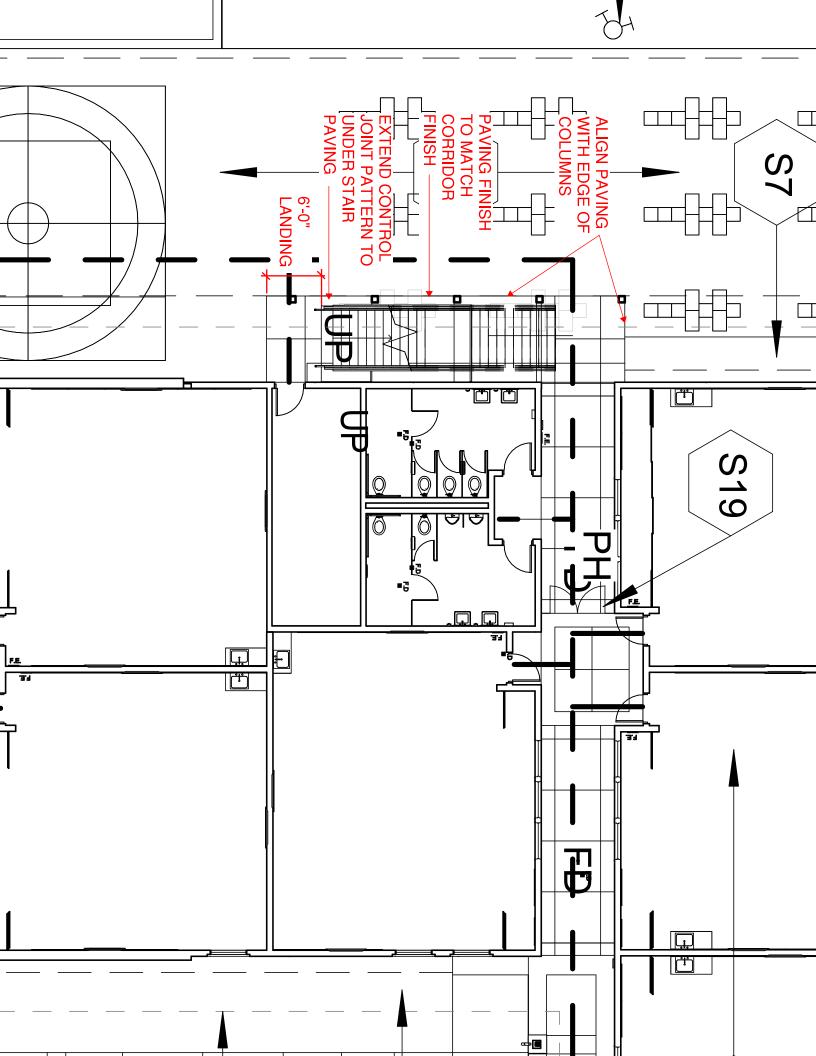
Refer to attached sketch for concrete under Stair #1.

**ATTACHMENTS:** 

RFI

RFI 80.1 SKETCH

Page 1 of 1 : Print Date: 10/4/2017 10:47 AM





#### Request For Information # 00080.2

To: SVA ARCHITECTS, INC.

Attention: Tom Bardwell Chris Yafuso CC: Paul Vernier

Christopher Barbato

RFI Date: Date Due:

RFI Type: Priority:

Schedule/Activity ID: Document Reference:

Spec Section:

Status:

S-111A, S-111B

Returned

09/20/2017

09/02/2016

Structural

Critical

Subject: Bulletin #18 Depressed Slab

#### **INFORMATION REQUESTED:**

Requested By: Nalani Scanlon

Per field walk with AOR please confirm that the landing dimension is 6'-0 (+ or -) and that per the attached sketch the paving will extend another 12" West and 12" North.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 09/22/2017

Yes, this is confirmed. SVA-Tom-9/22/17

#### **ATTACHMENTS:**

RFI

RFI 80.1 SKETCH

Print Date: 10/4/2017 10:45 AM Page 1 of 1



January 15, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0301A RFI 068 Add roof guard rail mounting brackets

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install mounting brackets per RFI 068, detail 6/S900. This change request encompasses the added outrigger mounting brackets added to allow attachment to the parapet wall, and not the roof deck. The added cost is for the (9) outrigger brackets and their attachment to the structure only. The welding that was included in our base bid was still utilized as the attachment of the railing to the outrigger.

Phase	Category	Description	Subcontractor	Quote
051200	71140	RFI 068 provide mounting detail for roof guard rail at MPR roof	BECK STEEL, INC.	5,346.00
			Subtotal	5,346.00
007480	71160	Subguard	1.15%	61.48
007410	71160	Builders Risk	0.6%	32.45
007420	71160	General Insurance	1.15%	62.19
007510	71160	P&P Bond	1%	53.46
991000	79999	Change Order Fee	5%	275.11
		Clarity blacks will	Markup Subtotal	484.69
			PCI Total	5,830.69

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 5,830.69.

#### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.



	one per your mondonorie. I leade leade a change chack.
Upon acceptance of this change order request, a acknowledges that Swinerton Builders has proceed	formal change order will be issued. Acceptance also eded with the above change in scope.
If you have any questions or comments pertaining	to this matter, please contact the undersigned.
Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
3/20/2018	By:
Date:	Date:

# Bill Gray

Colin Peckham <colin.peckham@becksteel.com>

Tuesday, March 27, 2018 8:56 AM

Bill Gray; Randy Young

S

Subject:

Sent: To: From:

Nalani Scanlon; Christopher Barbato

RE: Lemonwood RFI 068 Guardrail at MPR

## Notice:

# THIS EMAIL ORIGINATED OUTSIDE OF SWINERTON'S NETWORK.

- Swinerton BTech Services

,

will see that we only have the installation of the outriggers. rail down to the roof. This is not in our BCP 3. The welding of the rail posts to the outriggers is not in the cost. If you look at the description on Pro's change you Per RFI 068 and Beck BCP 3 we only added the cost to supply and install the T.S. outriggers and plates. In the original bid I did include the welding of the

Colin Peckham

Beck Steel

909-376-9119

From: Bill Gray [mailto:BGray@swinerton.com]

Sent: Monday, March 26, 2018 1:56 PM

**To:** Colin Peckham <colin.peckham@becksteel.com>; Randy Young <randy@becksteel.com>

Cc: Nalani Scanlon < NScanlon@swinerton.com>; Christopher Barbato < CBarbato@swinerton.com>

Subject: RE: Lemonwood RFI 068 Guardrail at MPR

Still waiting for a reply

From: Bill Gray

Sent: Friday, January 26, 2018 1:07 PM

**To:** 'Colin Peckham' <<u>colin.peckham@becksteel.com</u>>; Randy Young <<u>randy@becksteel.com</u>>

Cc: Nalani Scanlon < NScanlon@swinerton.com >; Christopher Barbato < CBarbato@swinerton.com >

Subject: RE: Lemonwood RFI 068 Guardrail at MPR

Colin,



September 8, 2016

Swinerton 865 S. Figueroa Street, Suite 3000 Los Angeles, Ca 90017 (805) 832-4993

Attention: Nalani Scanlon

Reference: Lemonwood K-8 Reconstruction

Job # 1624

**BCP#** 3

Nalani,

Please find below our estimated cost associated with scope changes as a result of RFI #68, Beck RFI #6. Detail new plates with outriggers, redetail rail posts, fabricate, galvanize and install new outriggers per RFI.

The scope of the change is as follows:

Detailing			\$390
Engineering	3		\$0
Material	(9 - outriggers,)		\$1,346
Joists			\$0
Deck			\$0
Other Buyo	uts (2 boxes of hilti KB3 1/2"	x 6" galv)	\$120
Fab Farmou	ut		\$0
Freight			\$200
Tax on Mate	erial		\$14
		Subtotal:	\$2,070
		15% Markup:	\$310
Total Field (	Cost per Attached:		\$2,825
		5% OH&P	\$141
		Subtotal:	\$5,346
	Bond Cost:		\$40
	<b>Total Change Orde</b>	r Request:	\$5,386

Requested Change in Subcontract Time due to this change (Cal	endar Days)	2	
The requested extension to the Subcontract Schedule reflects	additional days	for fabrication and	for installation.

We await written acceptance of pricing and notice to proceed. Do not hesitate to call with any questions you might have regarding this proposal.

Best Regards,

Shea Kerr/ cf Project Manager Beck Steel, Inc. (806) 722-4874



September 8, 2016

Shift 1 Rate

Beck Steel, Inc 401 N. Loop 289 Lubbock, TX 79403

ATTN: Randy Young

RE:

COR # 2

Ref No.

**RFI 68** 

In regards to the above reference matter please accept the following pricing and break down for your review and consideration:

#### **DESCRIPTION**

- 1. Field layout new plates (T.S. shop attached)
- 2. Drill holes, install plates and anchor

Ironworker Foreman Shift 1		8 mh@	\$	102.05	/mh	\$ 816.40
Journeyman Ironworker Shift 1		8 mh@	\$	96.76	/mh	\$ 774.08
		16 Hrs				\$ 1,590.48
	Qnty	Unit				
Subsistence	2	1.00 each	\$	75.00	/ea/day	\$ 150.00
Trade Person In/Out	2	1.00 each	\$	120.00	/ea	\$ 240.00
Steel Trade Consumables			\$	3.87	/hr	\$ 61.92
Small Tools			\$	3.04	/hr	\$ 48.64
Safety Equipment			\$	2.15	/hr	\$ 34.40
Field Truck			\$	30.00	/hr	\$ 240.00
19-0 scissor lifts	1	8.00 /hr	\$	11.40	/hr	\$ 91.20
			Sul	b Total		\$ 2,456.64
				Markup	15%	\$ 368.50
				Total		\$ 2,825.14

Days added to the shedule

0 work days

REMOBILIZATION LOST PRODUCTIVITY:

0 work days

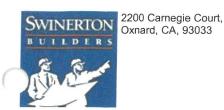
Exclusions and conditions are similar to those for existing contract work.

Please call if you have any questions or concerns.

Sincerely,

PRO STEEL ERECTORS, INC.

**Dan Moore** 



#### Request For Information # BECK-00006

To:

Attention: CC:

Swinerton Builders

Nalani Scanlon

RFI Date:

Date Due:

RFI Type: Priority:

Schedule/Activity ID:

Document Reference:

Spec Section: Status: 08/01/2016 08/08/2016

Structural Normal

A2-11.2, A62.6

05-5000 Accepted

Subject:

Building 2 - Roof Guardrail Base Connection

#### **INFORMATION REQUESTED:**

Requested By:

Jacob Ham

Sheet A2-11.2 calls for a roof guardrail (Note 324, per 16/A62.6) on top of TPO roofing over rigid insulation over metal deck (per Note 316).

Please provide a connection detail showing how the roof guardrail is to be secured to the structure.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

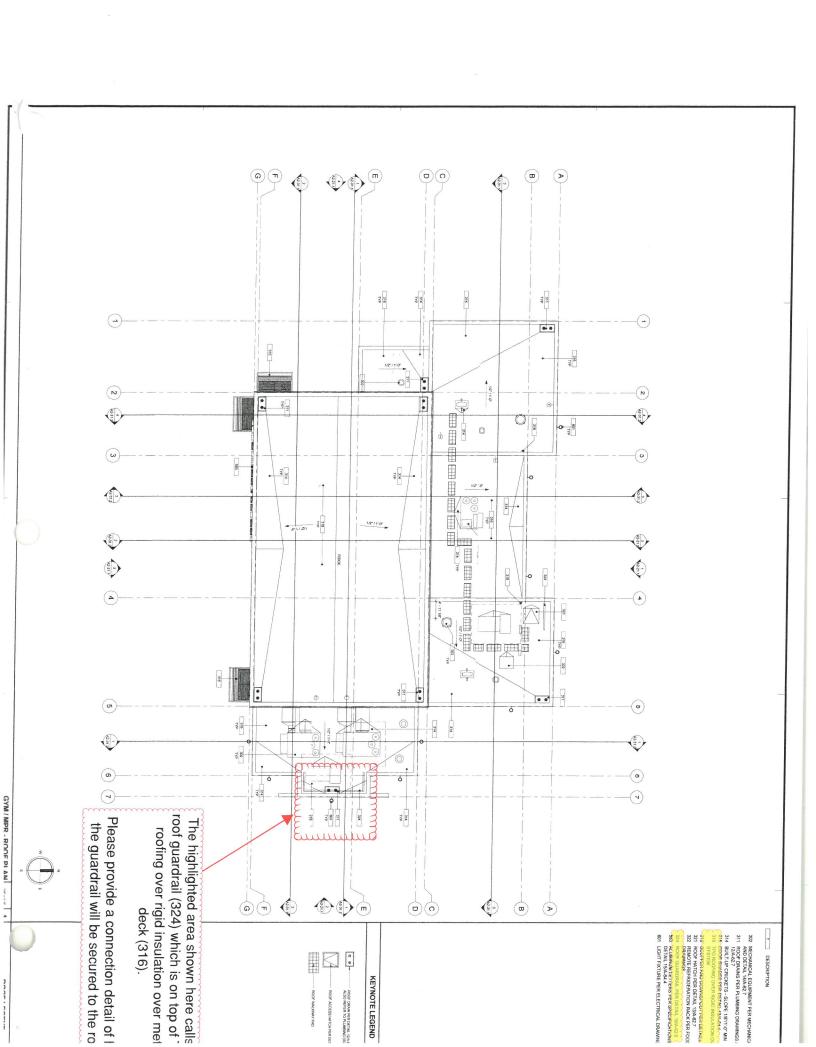
Answered By: Nalani Scanlon

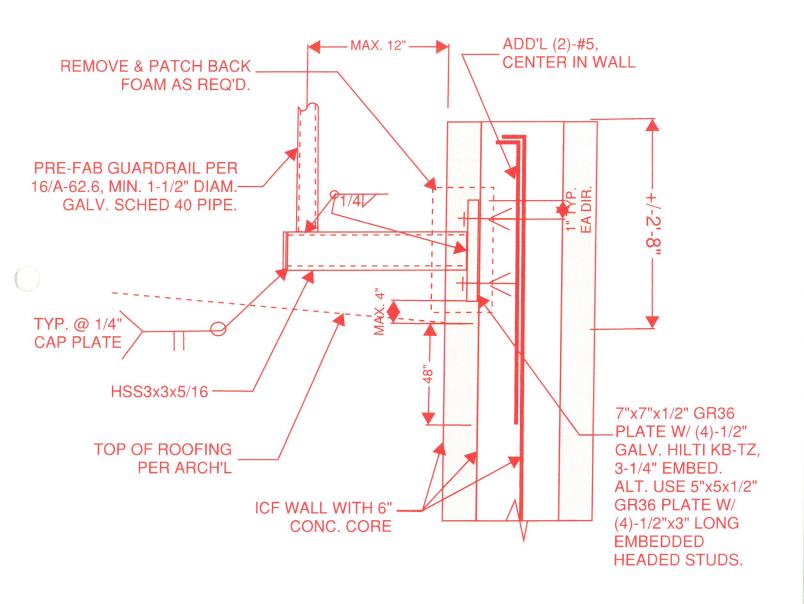
Date of Response: 08/05/2016

Please see attached proposed structural detail, DSA review and approval required.

#### ATTACHMENTS:

A2-11.2 - Roof Guardrail Connection structural sketch









January 16, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0302 RFI 159 Add flanged feet to Convection Ovens

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Contract documents and approved shop drawings do not indicate a flanged foot on the Convection Ovens. Per RFI 159 these feet were required

Phase	Category	Description	Subcontractor	Quote
114000	71140	Contract documents and approved shop drawings do not indicate a flanged foot on the Convection Ovens. Per RFI 159 these feet were required	R.W. SMITH & CO.	927.61
			Subtotal	927.61
007480	71160	Subguard	1.15%	10.67
007410	71160	Builders Risk	0.6%	5.63
007420	71160	General Insurance	1.15%	10.79
007510	71160	P&P Bond	1%	9.28
991000	79999	Change Order Fee	5%	47.74
			Markup Subtotal	84.11
			PCI Total	1,011.72

### TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 1,011.72.

### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to	this matter, please contact the undersigned.
Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
./ 1	Ву:
Date:/16  2018	Date:

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# Oxnard, CA 93033 2200 Carnegie Ct.

# Lemonwood K-8 School (Job #16277)

# R.W. Smith & Co. CHANGE ORDER REQUEST #005

# SHIP TO:

Oxnard, CA 93033 Lemonwood K-8 School 2200 Carnegie Ct.

					<u>Item</u> Added	
			CO005-FRT	CO005-001		
			_	00	Qtv.	
Total Adds:	Total Taxable Equipment Adds 7.75% Sales Tax on Equipment Total Non-Taxable Equipment Adds	RECAP	Freight to Jobsite (UPS 2nd Day)	Flanged Feet	<u>Description</u>	
lds:	dds 1ent (dds			Montague Company	<u>Manufacturer</u>	
					Model No.	
\$927.61	\$782.00 \$60.61 \$85.00	Add	\$85.00	\$782.00 T		

NET ADD OR (DEDUCT) FOR CHANGE ORDER REQUEST #005

\$927.61

Accepted by Date Printed Name

\*\*\*SIGNATURE ABOVE ACKNOWLEDGES ACCEPTANCE OF PRICE & SCOPE OF WORK.
ABOVE LISTED COMPANY REPRESENTATIVE AGREES TO ISSUE A FORMAL WRITTEN
CHANGE ORDER WITHIN 2 WEEKS OF SIGNATURE OR WORK MAY BE STOPPED PENDING
RECEIPT OF FORMAL CHANGE ORDER.



February 1, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0309A RFI 071-1 Add condensate drains to fan coil units in rooms 1-106, 2-105 and 2-

103.

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install condensate drains to to remote fan coil units in rooms 1-106, 2-105 and 2-103. These rooms were not included in our previous PCI 0174. These units were not identified in the RFI 071-071r2 responses. These drains were identified in CCP-00016.

Phase	Category	Description	Subcontractor	Quote
220010	71140	RFI 071-1 Add condensate drains at rooms 1-106, 2-105 and 2-103	CITY COMMERCIAL PLUMBING, INC.	7,696.00
			Subtotal	7,696.00
007480	71160	Subguard	1.15%	88.50
007410	71160	Builders Risk	0.6%	46.71
007420	71160	General Insurance	1.15%	89.52
007510	71160	P&P Bond	1%	76.96
991000	79999	Change Order Fee	5%	396.04
			Markup Subtotal	697.73
			PCI Total	8,393.73

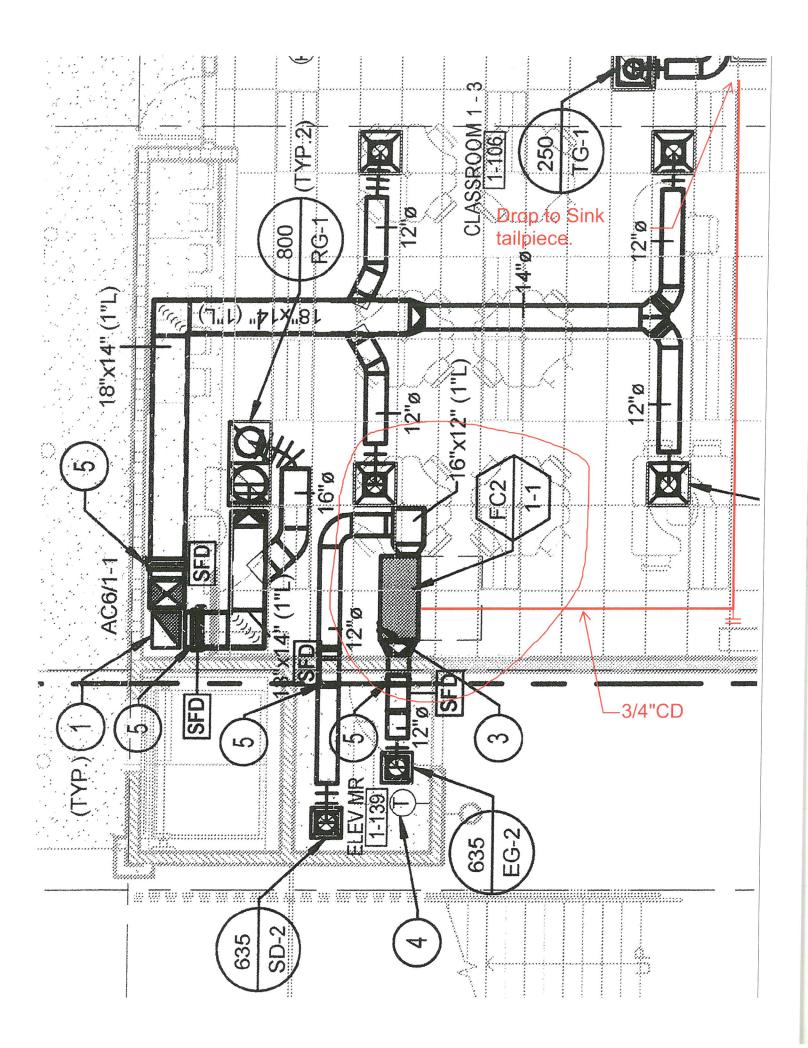
TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 8,393.73.

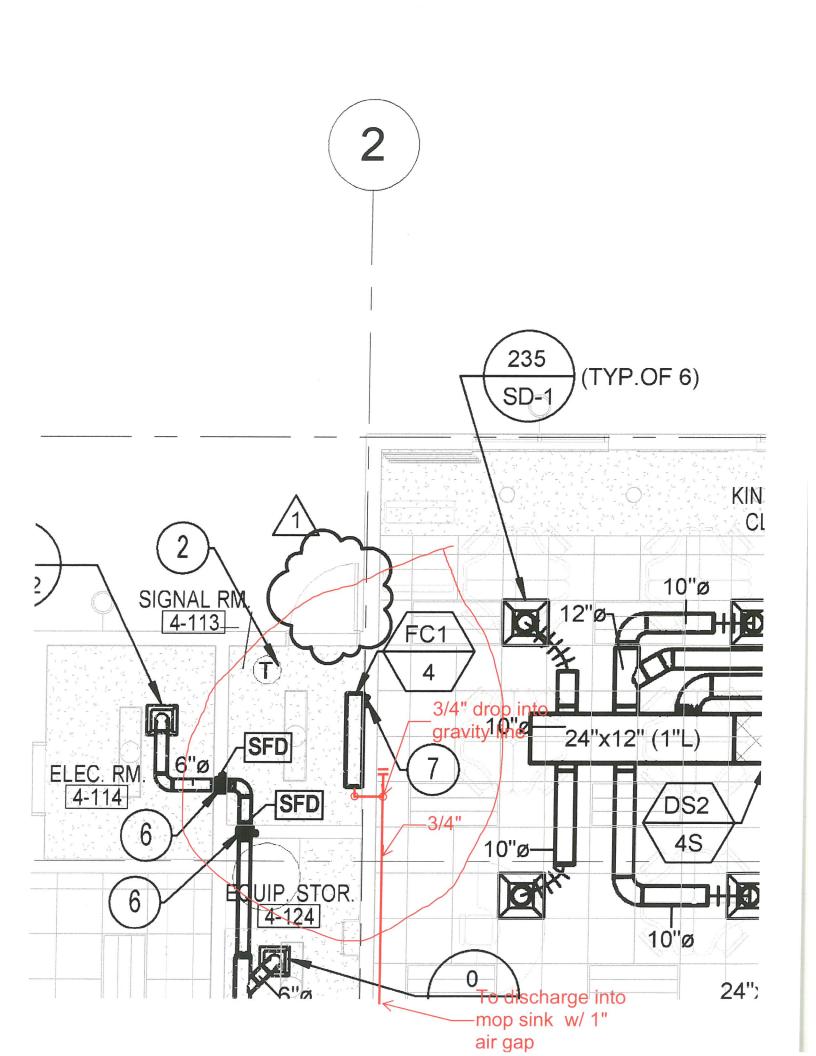
### Please NOTE:

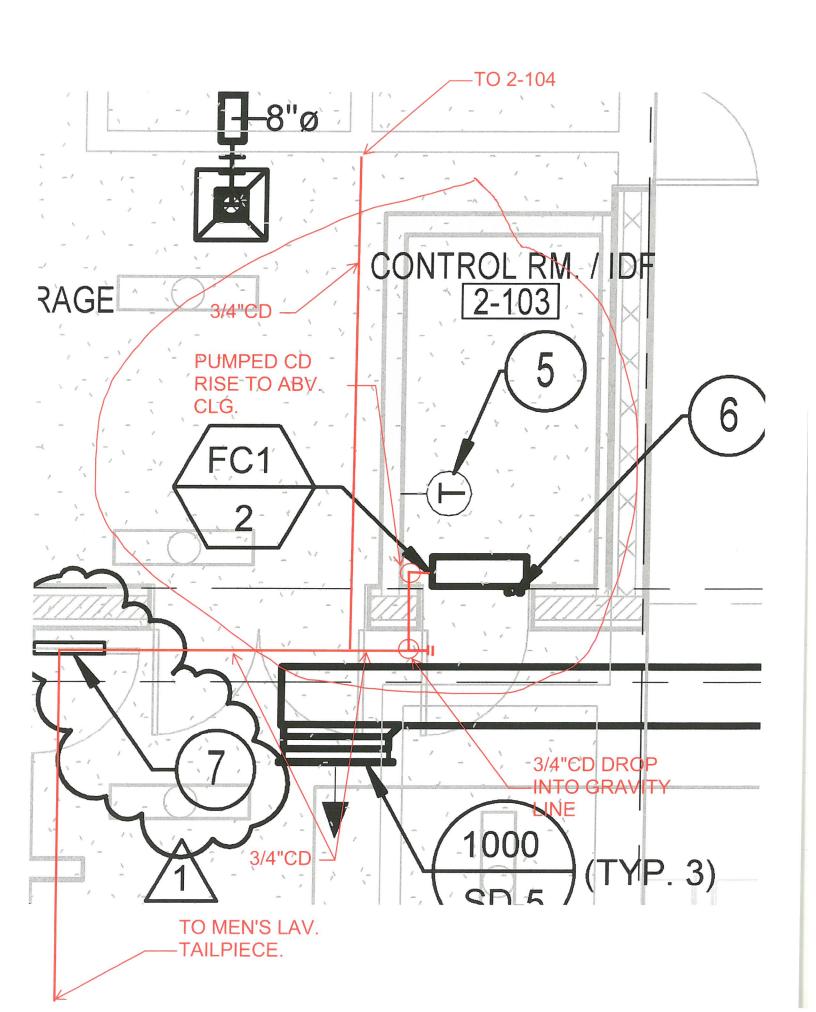
- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

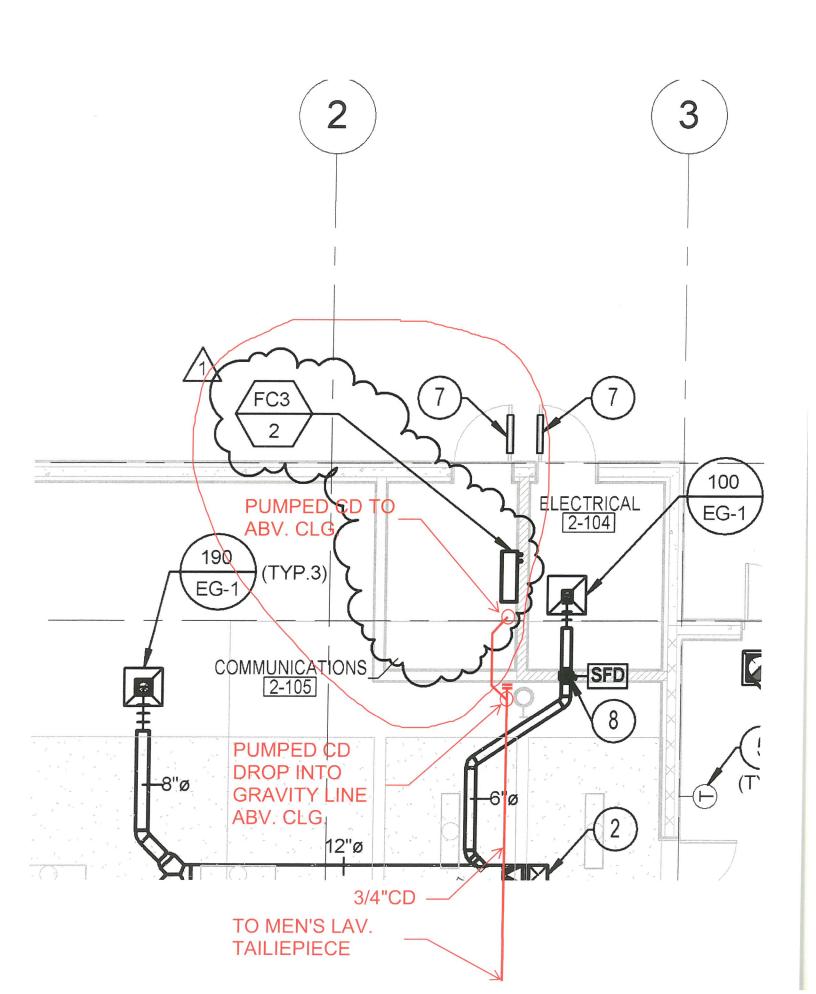


Upon acceptance of this change order request, a formal change acknowledges that Swinerton Builders has proceeded with the a	
If you have any questions or comments pertaining to this matter,	please contact the undersigned.
Sincerely, Swinerton Builders	Quotation accepted by: Oxnard School District
2/-/-	Ву:
Date:	Date:











February 10, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0316 Add masonry wall cap at Electrical enclosure

Dear Mr. Burkett.

We request a Change Order to our contract for the following:

Furnish and install masonry cap at electrical enclosure walls. Contract detail did not provide for finish to meet door frame height

Phase	Category	Description	Subcontractor	Quote
040010	71140	Add masonry wall cap at electrical enclosure	REYES MASONRY CONTRACTORS, INC.	1,438.82
			Subtotal	1,438.82
007480	71160	Subguard	1.15%	16.55
007410	71160	Builders Risk	0.6%	8.73
007420	71160	General Insurance	1.15%	16.74
007510	71160	P&P Bond	1%	14.39
991000	79999	Change Order Fee	5%	74.04
			Markup Subtotal	130.45
			PCI Total	1,569.27

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 1,569.27.

### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Date:

Sincerely,
Swinerton Builders

Quotation accepted by:
Oxnard School District

By:



February 10, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0317 Reprogram existing Fire Alarm system at existing portable classrooms

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

During site investigation to study the possibility to remove a portion of the existing portable classrooms it was discovered that the Fire Alarm system was not functioning in these buildings. Tri-Signal Integration provided trouble shooting services, found the problem and properly programmed the system to be operational.

Phase	Category	Description	Subcontractor	Quote
260010	71140	Re-program existing Fire Alarm system	TAFT ELECTRIC COMPANY	694.00
			Subtotal	694.00
007480	71160	Subguard	1.15%	7.98
007410	71160	Builders Risk	0.6%	4.21
007420	71160	General Insurance	1.15%	8.07
007510	71160	P&P Bond	1%	6.94
991000	79999	Change Order Fee	5%	35.71
			Markup Subtotal	62.91
			PCI Total	756.91

### TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 756.91.

### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining	ng to this matter, please contact the undersigned.
Sincerely, Swinerton/Builders	Quotation accepted by: Oxnard School District
2/10/2018	Ву:
Date: //0/2018	Date:



### Change Order Request

Detailed, Grouped by Each Number

	emonwood arnegie Court CA 93033	Project # 2241 Tel: Fax:			Taft El	lectric Compan
Chang	ge Order Request: 065				D	ate: 12/14/2017
To:	Bill Gray Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	From:	Matt Gobut Taft Electric P.O. Box 34 Ventura, CA	Company 116		
Descri	ption		Categ	jory St	atus	
Campu	s FA Troubleshoot			Su	bmitted	
Refere	nce	Required	d By	Days Re	eq	Amt Req
		12/21/201	7		0	694
Notes						The second second second second second second second second second second second second second second second se
We are	submitting the above cost for Trisigna	to troubleshoot the faulty fire alarr	m system on (1	2) portable buil	ldings on 10/	30/17.
Project I	Manager 4-7994					
(805)65	4-7994	An	nt Prop Days	s Req Catego	ory R	Reason
Project I (805)65	o Date Reference	An Notes	nt Prop Day:	s Req Catego	ory R	Reason
Project (805)654	o Date Reference		nt Prop Days	s Req Catego	ory R	Reason

Prolog Manager

Printed on: 12/14/2017 TaftProlog

### TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#: _	65
				CUST RFP#: _	
COR DESCRIPTION:	10/30/17 Fire Alarm	Troubleshoot		DATE:	12/14/2017

TA	KE OFF	
DESCRIPTION	MATERIAL	HOURS
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
TO	TAL \$0.00	0.00

	TAKEOFF MATERIAL	
%	DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL MATERIAL	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL TAKEOFF MATERIAL	\$0.00

VENDOR	QUOTED MATERIAL DESCRIPTION	AMOUNT
Trisignal	Troubleshoot Portables	\$554.65
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$554.65
7.75%	SALES TAX	\$42.99
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$597.64
15.00%	OVERHEAD & PROFIT	\$89.65
	TOTAL QUOTES	\$687.28

VENDOR	SUBCONTRACTORS DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL SUBCONTRACTS	\$0.00

LABOR EXPENSES					
TYPE	HOURS	RATE	AMOUNT		
STRAIGHT TIME	0.00	\$84.42	\$0.00		
	0.00	\$0.00	\$0.00		
	0.00	\$0.00	\$0.00		
	0.00	\$0.00	\$0.00		
	0.00	\$0.00	\$0.00		
	0.00	\$0.00	\$0.00		
	SUBTOTA	AL LABOR	\$0.00		
0.00%			\$0.00		
0.00%			\$0.00		
0.00%			\$0.00		
0.00%			\$0.00		
0.00%			\$0.00		
0.00%			\$0.00		
0.00%			\$0.00		
	SUBTOTA	L LABOR	\$0.00		
	TOTA	L LABOR	\$0.00		

	DIRECT JOB EXPENSES	
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.00
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
	SUBTOTAL DJE	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL DJE	\$0.00

	CHANGE REQUEST SUMMARY						
	TAKEOFF MATERIAL	\$0.00					
1	QUOTED MATERIAL	\$687.28					
	SUBCONTRACTORS	\$0.00					
	LABOR EXPENSES	\$0.00					
	DIRECT JOB EXPENSES	\$0.00					
	SUBTOTAL CHANGE REQUEST	\$687.28					
0.00%		\$0.00					
0.00%		\$0.00					
1.00%	BOND COSTS	\$6.87					
CH	CHANGE PROPOSAL TOTAL \$694						



### CHANGE ORDER # CO 3 PRICING FORM

DATE:

November 3, 2017

**ESTIMATOR:** Chad Thomas

CUSTOMER C.O. #:

REFERENCE: Work Order 92564

PROJECT #:

16-110-00

PROJECT NAME: Lemonwood ES

**DESCRIPTION:** Troubleshoot existing portables NAC devices not functioning correctly.

### **SUMMARY PAGE**

ITEMIZED COSTS:	COST
WIRE TOTAL (FROM PAGE 2)	
EQUIPMENT TOTAL (FROMPAGE 2)	
RENTAL EQUIPMENT	
TOOLS & MISC SAFETY EQUIPMENT	
SHIPPING & HANDLING	
SCHEDULE IMPACT / LOSS TIME	
LICENSE / PERMIT FEE	
BOND FEES	
PARKING / ACCOMMODATION / TRAVEL EXPENSES	
BLUE PRINT / REPRODUCTION EXPENSES (\$3.50 Per Page x 5 Copies)	
CLEAN UP EXPENSES	
SUB-CONTRACT LABOR/SERVICES	
TOTAL	

	LABOR	LABOR	LABOR
ITEMIZED LABOR:	RATE	<u>HOURS</u>	COST
MATERIAL HANDLING	\$49.04		
CONSTRUCTION LABOR (FROM PAGE 2)	\$72.60		
FOREMAN	\$83.99		,
SUPERINTENDENT	\$88.74		
PROGRAMMING	\$110.47	3.00	\$331.41
ENGINEERING / CAD	\$97.48		
PROJECT MANAGEMENT	\$116.97	1.00	\$116.97
	TOTAL LABOR	4.00	\$448.38

TAXES:	<u>RATE</u>	
MATERIAL TAXES	9.000%	
	TOTAL TAXES	

COSTS:		
SUBTOTAL TRI-SIGNAL COST		\$448.38
SMALL TOOLS & CONSUMABLES	4.00%	\$17.94
WARRANTY RESERVE	1.00%	\$4.48
	TOTAL COST	\$470.80
OVERHEAD	10.00%	\$47.08
PROFIT	5.00%	\$25.89
	SUB TOTAL	\$543.77
Liability Insurance	2.00%	\$10.88
	TOTAL SALES PRICE	\$554.65



# CHANGE ORDER # CO 3 PRICING FORM

DATE: November 3, 2017 ESTIMATOR: Chad Thomas
CUSTOMER C.O. #: REFERENCE: Work Order 92564

PROJECT #: 16-110-00
PROJECT NAME: Lemonwood ES

**DESCRIPTION:** Troubleshoot existing portables NAC devices not functioning correctly.

### **LABOR & MATERIAL DETAIL SHEET**

WIRE TYPE	QTY 1000'S	HOURS / M	TOTAL HOURS	MATERIAL COST / M	EXT. WIRE COST
				Canada Salah	
	LOTE BOOK TO BE				
WIRE TOTAL:		HOURS		COST	

DEVICES	QTY	HOURS	TOTAL	COST	EXT. COST
		42.5			
					****
OUIDMENT TOTAL		HOURS		20057	
QUIPMENT TOTAL:		HOURS		COST	

DEVICE LABOR HOURS	
WIRE LABOR HOURS	
ADDITIONAL CONSTRUCTION LABOR HOURS	
DEMOLITION HOURS	
TESTING HOURS	
CONSTRUCTION LABOR:	



White Copy Corporate

Yellow Copy - Branch

# TRI SIGNAL INTEGRATION, INC.

**WORK ORDER** 

92564

Golden Rod - Tech. Copy

Job Number

15853 Monte Street, Sylmar, CA 91342 · Tel (818) 566-8558 · Fax (818) 566-8580	
Contractor's Lic.: CA Lic.#758792 · NV Lic.:#55122 · AZ Lic.: #ROC218052 · ACO# 5700	

DATE TRA	AVEL START	SITE ARRIVAL	SITE DEPARTURE	TRAVEL END
	m II	AM	12:45	
JOB NAME			TO (Customer No.)	
lemonward Schi	001			
JOB LOCATION	maria mar	ADDRESS		
7100 Caro		0.77		
CITY	ZIP	CITY		
CUSTOMER CONTACT			☐ INSPECTION	☐ MATERIAL
Bill 612	V -		QUARTERLY SEMI-ANN	
PHONE	P.O.		□ ANNUAL □ OTHER_	□ CONTRACT
405-433-4993	)		SERVICE CALL INSTALLA	TION
11 12 0		ACC.	. 1/	
DESCRIPTION	tables are	C4+110	<u>e</u>	
Upon testing th	e Portabl	es we	found onl	y 901-908
Audible Visuals	were 1	lot fund	Hongl. The	12 Porkbles
have a Netwo	rked 320	Five	fanel to	an Neg
and AFP400 par	nel locat	ed in	the Mecha	nical room.
The 320 Panel	is in 100	m 909	. We loca+	ed an FCPS
in Room 908	and Foun	d 1+	was Not (	onliqued
to Activate the	OUT PUTS	, I 1	e-configured	the Power
COMMENTS SUPPLY a	nd tested.	QTY	Part Number / Descripti	on
The Portables A	Jow Have			
Active Audible/	visual Not	Licatio.	n	
Whon Alarm Acti	vation.			
All Systems	Normal.			
- CN				FOR OFFICE USE ONLY
TECH 1: TECH 2: TECH 3	3:TECH 4:	14	MATERIALS	
П			SALES TAX	
_				
			TOTAL LABOR	
I hereby acknowledge the satisfactory com			DISPATCH	
work and agree to the terms and conditions	on the reverse side of this	s form.	FREIGHT	
10 10/Malus	106.17	/	TOTAL COST	
WXW	1/11/11	AM	Maguez	10/30/17
CUSTOMER SIGNATURE	DATE	TECHNICI	AN SIGNATURE	DATE
Tall tolal		697	6	
PRINT NAME	A Samuel Barrier	EMPLOYE	E NUMBER	

Pink Copy - Customer



March 8, 2018

Oxnard School District 1051 South A Street Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB

PCI No. 0325 Add Emergency Eye Wash at Dirty Lab Sinks Rooms 365 & 366

Dear Mr. Burkett.

We request a Change Order to our contract for the following:

Furnish and install new eyewash stations in the existing trough sinks. Includes new electric water heater, tempering valve, necessary water piping and electrical power.

Phase	Category	Description	Subcontractor	Quote
220010	71140	Add eyewash stations in Dirty Labs at Classroom Building- Plumbing	CITY COMMERCIAL PLUMBING, INC.	7,338.00
260010	71140	Add eyewash stations in Dirty Labs at Classroom Building- Electrical TAFT ELECTRIC COMPANY		6,950.00
			Subtotal	14,288.00
007480	71160	Subguard	1.15%	164.31
007410	71160	Builders Risk	0.6%	
007420	71160	General Insurance	1.15%	166.20
007510	71160	P&P Bond	1%	142.88
991000	79999	Change Order Fee	5%	735.26
			Markup Subtotal	1,295.36
			PCI Total	15,583.36

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 15,583.36.

### Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.
- X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Oxnard School District

By:

Date:

Date:



# CITY COMMERCIAL PLUMBING, INC. Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

### EXTRA WORK ORDER SUBMITTAL

March 8, 2018

TO: SWINERTON BUILDERS ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#43

DESCRIPTION: PCI#0325 - PROPOSAL TO ADD EEW AT EACH S-5 SINK IN DIRTY LAB-1 AND DIRTY LAB-2 WITH MIXING VALVE AND EWH-3 TO SERVE EEW'S. ALL PIPING TO RUN EXPOSED UNDER SINK. MIXING VALVE LOCATED UNDER SINK IN ROOM#367. EWH-3 TO BE MOUNTED ON WALL IN ROOM#365, STORE ROOM. ALL HOT WATER AND TEMPERED HOT WATER PIPING TO BE INSULATED.

NOTE: HAVE PLUMBING ENGINEER VERIFY DESIGN, SIZE AND FUNCTIONALITY OF EWH-3. SUBMITTAL IS INCLUDED FOR APPROVAL.

EXCLUDES: ALL ELECTRICAL, DEMO, PATCH, DRYWALL, PAINT. EXCLUDES ANY RESPONSIBILITY IF WARRANTY OF SINK IS VOIDED BY THIS WORK (DRILLING OF SINK).

TOTAL COST: \$7,338.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 4 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This is the cost to add the scope to our contract. This proposal is void unless a written Change Order is received within 30 calendar days from the date of this Extra Work Order Submittal. Please send a Subcontract Change Order if you would like us to proceed with the extra work. This change order represents the work described only in this proposal. If the proposal is incomplete, we reserve the right to revise our price. We encourage you to review the scope of work we are offering to make sure it is in line with the changes.

If an owner-initiated change order is not accepted and authorized, City Commercial Plumbing demands reimbursement for all costs incurred in the preparation of the quote. If you have any questions or need clarification please call.

Sincerely, CITY COMMERCIAL PLUMBING, INC

\* Chronomite lead time-7-10 days

\* Guardian lead time - Zweeks

Cindy Snyder, Project Manager

Enclosures

### CITY COMMERCIAL PLUMBING, INC.

16106 COHASSET STREET VAN NUYS, CA 91406 (818) 785-1145

CONTRACTOR:

**SWINERTON BUILDERS** 

17731 MITCHELL NORTH, SUITE 200

IRVINE, CA 92614

JOB NAME: LEMONWOOD K-8

2200 CARNEGIE COURT

OXNARD, CA 93033

CCP JOB NO.: 562

**CHANGE ORDER NO. 43** 

RE: PCI#0325 - ADD EEW AT EACH S-5 SINK IN DIRTY LAB-1 & DIRTY LAB-2 W/MV & EWH-3

LABOR:	WAGES	HOURS	TOTAL
LABON.	VVAGES	HOOKS	TOTAL
GEN FOREMAN	106.84	4.00	427.36
PLUMBER	90.37	34.45	3,113.25
	TOTAL	LADOD.	0.540.04
	TOTAL	LABOR:	3,540.61
OTHER EXPENSE:			
ZOLNAY INSULATION SUBS INSURANCE COS	ST		296.50 45.00
			10.00
	TOTAL	OTHER EXP.:	341.50
	OTHER EXPENSE:		341.50
	MATERIAL TOTAL:		2,487.30
	LABOR TOTAL:		3,540.61
	SUBTOTAL: OVERHEAD/PROFIT:	15.00%	6,369.41 955.41
	SUBTOTAL:	15.00%	7,324.82
	TEXTURA FEES:	0.18%	13.18
	SUBTOTAL:	0.1070	7,338.01
			0.00
			0.00 7,338.01
	ROHND HP/DOWN:		
IOTES: (4) HAVE DITIM	ROUND UP/DOWN: BING ENGINEER VERIFY DES	IGN SIZE AND FUNCTIONAL	\$7,338.00

NOTES: (1) HAVE PLUMBING ENGINEER VERIFY DESIGN, SIZE AND FUNCTIONALITY OF EWH-3. EXCLUDES ALL ELECTRICAL, DEMO, PATCH, DRYWALL AND PAINT. ALSO EXCLUDES ANY RESPONSIBILITY IF WARRANTY OF SINK IS VOIDED BY DRILLING THE SINK FOR THE EYEWASH AND ANY WORK FOR THIS CHANGE ORDER.

### CITY COMMERCIAL PLUMBING, INC.

### MATERIAL LIST

JOB:

**LEMONWOOD K-8** 

2200 CARNEGIE COURT

OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 43

RE:

PCI#0325 - ADD EEW AT EACH S-5 SINK IN DIRTY LAB-1 & DIRTY LAB-2 W/MV & EWH-3

			,			
QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL		30.45		2281.93
		LAYOUT/COORDINATE ON SITE GEN FOREMAN - CADD/REDRAW/COC	RDINATE	4.00 4.00		
2						
				,		
		LABOR & MATERIAL TOTAL SALES TAX:		38.45	9.00%	2281.93 205.37

**TOTAL MATERIAL COST:** 

2487.30

# JOB 1073 562CORS2: 562 - LEMON... ESTIMATE 1 562CORS2: 562 - LEMON... DATA SET 2 MECH DATABASE 02-23-18

# COR#43 CITY COMMERCIAL PLUMBING 16106 COHASSET ST. VAN NUYS, CA 91406 818-785-1145 / (Company Fax) CSNYDER@CCPINC.NET

PRINTED 3/8/2018 9:54:16 AM
MATERIAL Primary
LABOR Alternate

### NOTES

	Item Mater		Material		Field Labor				
ategory	Size	Item Desc	Qty	Mat Unit	Mat Adj	Mat Ext	Fld Unit	Fld Adj	Fld Ex
ection : Section 016: COR#43 -	PCI#325 A	DD EEW'S, MV, EWH-3							
Category : Category 000: (No	ne)								
		7/8" UNIBIT DRILL SINK	1	90.36	1.00	90.36	3.00	1.00	3.00
Subtotals for Category : Category	ory 000: (No	ne)				90.36		[	3.00
Category : Category 003: CO	PPER KLM	LEAD FREE				-			
COPPER KLM LEAD FREE		MAPP GAS	1	9.31	1.00	9.31	Skip	1.00	0.00
COPPER KLM LEAD FREE		1/2" CHRM ESCUCHEON	6	5.23	1.00	31.38	0.25	1.00	1.50
COPPER KLM LEAD FREE		1/2" CxFIP 90 ELBOW	3	9.96	1.00	29.88	0.38	1.00	1.1
COPPER KLM LEAD FREE		1/2" CxMIP 90 ELBOW	1	7.93	1.00	7.93	0.32	1.00	0.3
COPPER KLM LEAD FREE		1/2" CxFIP FLNGED 90 EL	2	14.71	1.00	29.42	0.40	1.00	0.80
COPPER KLM LEAD FREE		3/4" CxFIP UNION	2	38.80	1.00	77.60	0.94	1.00	1.88
COPPER KLM LEAD FREE	1/2"	L-HARD TUBE	20	3.27	1.00	65.40	0.06	1.00	1.20
COPPER KLM LEAD FREE	1/2" x3"	BRASS NIPPLES	3	4.94	1.00	14.82	0.10	1.00	0.30
COPPER KLM LEAD FREE	1/2"	90 ELBOW CxC	20	1.89	1.00	37.80	0.14	1.00	2.80
COPPER KLM LEAD FREE	1/2"	TEE	3	4.38	1.00	13.14	0.57	1.00	1.7
COPPER KLM LEAD FREE	3/4" x1/2"	CONCENTRIC REDUCER	2	6.74	1.00	13.48	0.45	1.00	0.90
COPPER KLM LEAD FREE	1/2"	COUPLING	1	1.41	1.00	1.41	Skip	1.00	0.00
COPPER KLM LEAD FREE	Unsized	SOLDER LBS. LEADFREE	2	39.48	1.00	78.96	Skip	1.00	0.00
COPPER KLM LEAD FREE	Unsized	PRESTOLITE#2 CYL.	1	37.44	1.00	37.44	Skip	1.00	0.00
COPPER KLM LEAD FREE	Unsized	TESTING OF SYSTEM	1	Skip	1.00	0.00	4.00	1.00	4.00
COPPER KLM LEAD FREE	Unsized	EVERFLUX-2 OZ. CAN	1	9.75	1.00	9.75	Skip	1.00	0.00
COPPER KLM LEAD FREE	Unsized	ABRASIVE CLOTH-25YD	1	15.13	1.00	15.13	Skip	1.00	0.00
Subtotals for Category : Category	ry 003: COI	PPER KLM LEAD FREE			1	472.85			16.55
Category : Category 006: FIX									
FIXTURES		TUBE OF DAP	2	2.77	1.00	5.54	0.40	1.00	0.80
FIXTURES		CHRONOMITE R48L/277V/	1	351.90	1.00	351.90	2.00	1.00	2.00
FIXTURES		GUARDIAN G1848LH-L EEW	1	392.53	1.00	392.53	2.00	1.00	2.00
FIXTURES		GUARDIAN G1848R EEW	1	413.18	1.00	413.18	2.00	1.00	2.00
FIXTURES		GUARDIAN G3600LF MV	1	512.73	1.00	512.73	2.00	1.00	2.00
Subtotals for Category : Category	ry 006: FIX	TURES				1,675.88			8.80
Category: Category 049: HAM									
HANGER-R.CLAMP-ETC.	TO ENTITO E	5/8" CUSHION CLAMP	6	2.26	1.00	13.56	0.25	1.00	1.50
HANGER-R.CLAMP-ETC.	1-5/8"	STRUT CHANNEL	3	3.16	1.00	9.48	0.20	1.00	0.60
HANGER-R.CLAMP-ETC.	1/4"	WASHERFLATROUND	6	0.15	1.00	0.90	Skip	1.00	0.00
	7/8"	WASHER-FLAT-ROUND	8	2.04	1.00	16.32	Skip	1.00	0.00
	Unsized	SCREWS	6	0.43	1.00	2.58	Skip	1.00	0.00
			9			42.84			2.10
Subtotals for Category : Category			•		Ę			<u>L</u>	
ubtotals for Section : Section 016	: COR#43 -	PCI#325 ADD EEW'S, MV, EWH-3				2,281.93			30.45
rand Totals	2				[	2,281.93			30.45

### Zolnay Insulation, Inc.

918 N. Batavia Orange, CA 92867 CL # 881565 SBE # 1344640 Phone: 714-912-4683 Fax: 714-912-4926

Change Order Proposal

March 2, 2018

City Commercial Plumbing

Attn: Cindy

Subject: Lemonwood Elementary School – CCP COR #43

We propose to furnish and install Thermal Insulation on the subject project as Follows:

### Scone:

Added Pipe Insulation

Labor: 2 hours @ 81.66	\$ 163.32
Material:	\$ 94.50
Mark up 15%	\$ 38.68
Total	\$ 296.50

### **Exclusions:**

Overtime, Man lifts, Victaulic's, Pipe Shields.

This Quote/Bid constitutes the full terms and conditions under which work will be performed. This Quote/Bid supersedes all Requests for Quotations (RFQS), any subcontract terms subsequently forwarded by Contractor or any other project documentation. No additional terms and conditions shall become part of the subcontract absent a formal written subcontract having been entered into and signed by subcontractor subsequent to the date of this Quote/Bid. Customer's acceptance of this Quote/Bid constitutes customer's agreement to the terms set forth herein.

Thank You,

**Kevin Wolff** 

Zolnay Insulation, Inc.



819 Truck Way Montebello, CA 90840-5119 Tei: (323) 869-1200 Fax: (323) 869-1210

Email: astroplumbing@astroplumbingsupply.com

### Quotation

atao atous	Q897£	WOMBER
03/05/18	S1289	847
ORDER TO:		PASE NO
ASTRO PLUMBING SUPP B19 TRUCK WAY		
MONTEBELLO CA 90640	1	
323-869-1200 Fax 3	23-869-1210	

QUOTE TO: CITY COMMERCIAL PLUMBING 16106 COHASSET ST VAN NUYS, CA 91406

"WHOLESALE DISTRIBUTORS OF PLUMBING & HEATING SUPPLIES"

SHIP TO: CITY COMMERCIAL PLUMBING 2200 CARNEGIE COURT LEMONWOOD OXNARD, CA 93033

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COSTONER MEMBER		STONER BROEF HOMBER		EASE AUNBER	SALE	SPEASON
1059	562/C#4	43 QUOTE	CINDY	~~~		
griffs		Self-yik	-	TERM5	SHIP DATE	FREIGHT ALLOWED
ENRIQUE REA	***************************************	BID			03/05/18	No
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1ea	41404	*** Nonstock * GUARDIAN G1848 LEAD TIME: TWO *** Nonstock *	LH-L EYEW <i>I</i> WEEKS	ASH	392.524	392.52
1ea	85354	GUARDIAN G1848 LEAD TIME: TWO *** Nonstock *	-R EMERGET	NCY EYEWASH	413.179	413.18
1ea	77874	GUARDIAN G-360 MIXING VALVE LOCAL STOCK *** Nonstock *	0-LF THERN	MOSTATIC	512.726	512.73
This is a Quot	ation.				Subtotal S&H CHGS	1670.33 0.00
		ange without notice after 30	days.		Amount Due	1670.33



### ELECTRIC TANKLESS WATER HEATER - LARGE CAPACITY

### R SERIES Mighty mite - LOW ACTIVATION

APPLICATION: commercial, industrial. residential, multiple lavatories, public lavatories, kitchen/bar sink

### **PRODUCT FEATURES**

- > Uses a digital microprocessor for temperature control Ultra quick response times for temperature variations -120 times per se∞nd. Microprocessor use is the most energy efficient means of heating water
- > Unlimited hot water
- > Ideal for sensor/hands-free faucets with the 104°F (40°C) factory preset setting; no mixing valve needed
- > Saves water and energy 99% energy efficient
- > Works on low flow
- > Rugged steel housing
- Space saving compact size: 9-7/8" (H) x 10-5/8" x 4-1/4" (251 x 270 x 108mm)
- Meets applicable building codes including ADA, UL, IAPMO, UPC and CSA.
- > Environmentally friendly
- > Made in the U.S.A.
- > User adjustable temperature 70°F-125°F (21°C-52°C) (Standard)
- Optional factory preset temperature available, select single temperature between 90°F-160°F (32°C-71°C)
- > 3/4" NPT Male connections

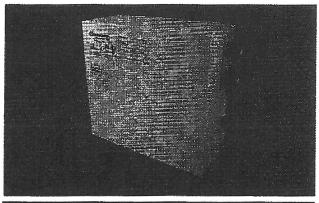
Chronomite R Series Mighty-Mite®- Low Activation models are manufactured to provide reliable point-of-use hot water with flow rate from 0.35 GPM to 5.0 GPM (1.3 LPM to 18.9 LPM). There is no pressure and temperature relief valve needed (unless required by code), saving time and money on

Housing is fabricated from rugged steel.

Element assembly is fabricated from Celcon/Ryton plastic.

Heating colls are nichrome.

For the model being selected, please place the corresponding amps and volts values in the Guide Specifications to the right.



Difference (III)	SPECIFI	SUPPLIED A CHARLES AND AND AND AND AND AND AND AND AND AND			-11.00
Terkiess Model	Water Teale	eshall be a Oh	ozaoliti T	e Leborat	ines ;
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		with Celeon w	iterway	s <b>an</b> d	
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	v Presel (Fil				
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E ENEVE	4X (2095-4)	(Spieped Loos			AND THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF T







MODEL		AMPS	VOLTS	MATTE	WATTS ACTIVIATION		TEMP RISE @	TEMP RISE @	
WOULL	WODEL	AWFD	VOLIS	WALIS	GPM	1.5 GPM	2.5 GPM	3.0 GPM	
100	0.000	48	208	10000	0.35	45	27	23	
1	24H2 (522H)	48	240	.11500	0.35	52	31	26	
	581 / 208	58	208	12050	0.35	55	33	27	
9	.63E #238	63	208	13100	0.35	60	36	30	
	-48L 4 277	48	277	13300	0.35	61	36	30	
	381-7240	58	240	13900	0.35	63	38	32	
	#661-7020(8	68	208	14150	0.35	64	39	32	
1	-63L / 240	63	240	15100	0.35	69	41	34	
	75L1208	75	208	15600	0.35	71	43	36	
R	581:7277	58	277	16050	0.35	73	44	37	
	68L / 240	68	240	16300	0.35	74	45	37	
F	277	63	277	17450	0.35	79	48	40	
	-75E / 240	75	240	18000	0.35	82	49	41	
R	688 1277	68	277	18850	0.35	86	51	43	
	251 9277	75	277	20750	0.35	95	57	47	

Complies USTED TO: with Standards for:













CHRONOMITE LABORATORIES, INC.

51 Hurley St. :: City of Industry, CA 91744 Phone 800-447-4962 :: 626-937-4270 Fax 626-937-4279 :: www.chronomite.com

MEMBER OF





### **ELECTRIC TANKLESS WATER HEATER - LARGE CAPACITY**

# R SERIES Mighty mite LOW ACTIVATION

### R SERIES MIGHTY-MITE® - LOW ACTIVATION METRIC CHART

MODEL	AMPS/PHASE	1 % VOLTAGE	WATTS	ACTIVATION LPM	TEMP RISE @ 6.00 LPM	TEMP RISE @ 10.00 LPM	TEMP RISE @ 12.00 ( PM
Kanadin .	48	208	10000	1.3	24	14	12
F24/81//240	48	240	11500	1.3	28	17	14
R458L/208	58	208	. 12050	1.3	29	17	14
7603179201	63	208	13100	1.3	31	19	16
east when the	48.	277	13300	1.3	32	19	16
R-581/240	58	240	13900	1.3	33	20	17
R4681/208	68	208	14150	1.3	34	20	17
2.650.7240	63	240	15100	1.3	36	22	18.
R-75L/208	75	208	15600	1.3	37	22	19
R-501/2 7	58	277	16050	1.3	38	23	19
R-881-92401	68	240	16300	1.3	39	23	20
20631-0277	63	277	17450	1.3	42	25	21
215L/240	75	240	18000	1.3	43	26	22
R-68L/277	68	277	18850	1.3	45	27	23
R.751/277	75	277	20750	1.3	50	30	25

#### TECHNICAL DIMENSIONS R SERIES MIGHTY-MITE® - LOW ACTIVATION 251 x 270 x 108mm 3/4" NPT MALE Dimensions: 270 **OUTLET CONNECTION** 4.5 Kg Weight: Materials: Rugged steel housing Celcon plastic element assembly with nichrome coils White **Housing Color:** 3/4" NPT MALE 1.3 LPM Minimum Operating Flow Rate: INLET CONNECTION Minimum Operating Pressure: 172 kPa TEMPERATURE 552 kPa Maximum Operating Pressure: ADJUSTMENT KNOB 1034 kPa Maximum Pressure PUNCHED FOR 71°C Maximum Water Temperature: ELECTRICAL CONDUIT Maximum Ambient Operating Temperature: 60°C PG 29 TOP OR BOTTOM ETL Listing: 一個 108 **GENERAL NOTES:** The microprocessor adjusts the heeter's power for variations in flow rates, inlet water temperature and pressure to assure the selected water temperature. 229 240V models when operated at 220V will have approximately a 15% wattage decrease.

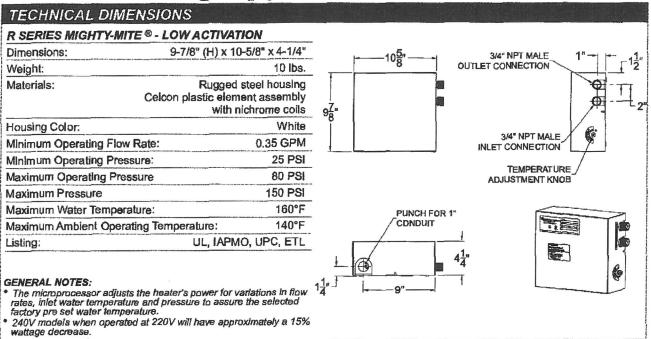
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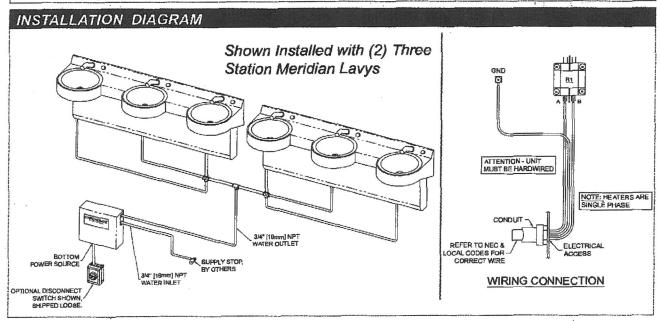
SELECTION SUMMARY & APPROVAL FOR MANUFACTURING	Company		CHRONOMITE LABORATORIES, INC.
A P D	Model Number & Options	Quantity	PH. 800-447-4962
RON	Contact	Title	626-937-4270
SPP (NU	Vollage		FAX 626-937-4279
SELE 84	Signature (Approval for Manufacturing)	Date	www.chronomite.com



### **ELECTRIC TANKLESS WATER HEATER - LARGE CAPACITY**

## R SERIES Mighty mite LOW ACTIVATION



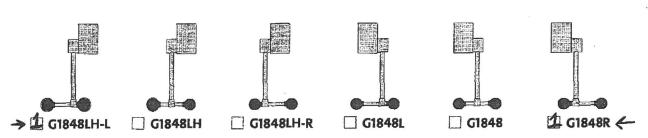


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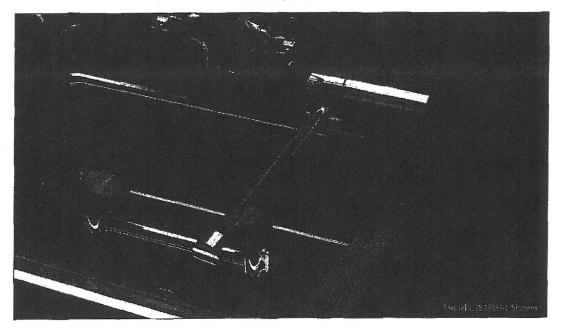
SELECTION SUMMARY & APPROVAL FOR MANUFACTURING	Company		CHRONOMITE LABORATORIES, INC.
SUN	Model Number & Options	Quantity	PH. 800-447-4962
PPROV	Contact	Title	626-937-4270 FAX 626-937-4279
SELEC & AI MAN	Signature (Approval for Manufacturing)	Date	www.chronomite.com



G1848 Eyewash, Wall Mounted, AutoFlow™ 90° Swing-Down



Units shown in plan view



**Application:** AutoFlow™ eyewash for mounting on wall. Spray heads swing down from storage to operational position, activating water flow. Available in a variety of spray head configurations to minimize obstructions at a sink. Note: If unit is not installed at a sink, floor drain should be provided underneath unit to prevent accumulation of water on floor.

Spray Head Assembly: Two GS-Plus™ spray heads. Each head has a "flip top" dust cover, internal flow control and filter to remove impurities from the water flow.

Valve: 1/2" IPS plug-type valve with Teflon® coated O-ring seals. Swinging head assembly from storage to operational position opens orifice and activates water flow. Unit remains in operation until head assembly is returned to storage position.

Strainer: Unit is furnished with in-line strainer to protect valve and spray heads from debris in water line.

Mounting: Valve is installed in Type 316 stainless steel housing. Mount housing on wall using anchors or other mounting hardware.

Construction: Polished chrome plated brass.

Supply: 1/2" NPT female inlet.

Sign: ANSI-compliant identification sign.

Quality Assurance: Unit is completely assembled and water tested prior to shipment.

### **Available Options**

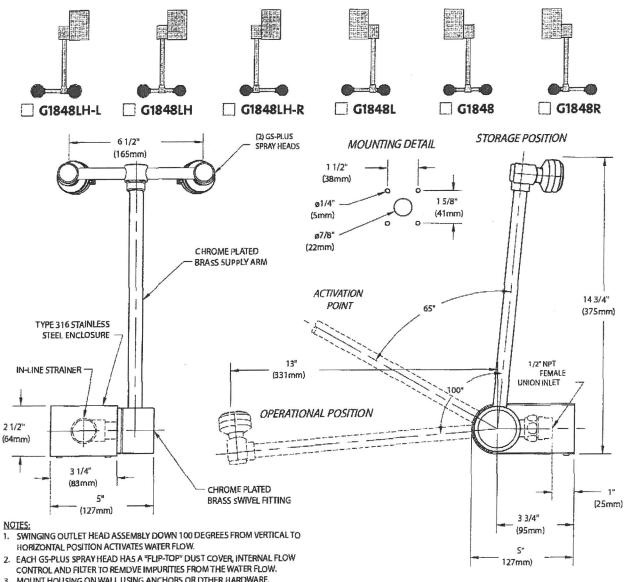
- DC Stainless steel dust cover for each spray head.
- ☐ TMV G3600LF thermostatic mixing valve precisely blends hot and cold water to deliver warm (tepid) water as required by ANSI Z358.1-2014. Refer to "Tempering Units" section for complete technical and product selection information.







### ☐ G1848 Eyewash, Wall Mounted, AutoFlow™ 90° Swing-Down



- 3. MOUNT HOUSING ON WALL USING ANCHORS OR DTHER HARDWARE.
- 4. UNIT IS FURNISHED WITH IN-LINE STRAINER TO PROTECT SPRAY HEADS AND VALVE COMPONENTS FROM DEBRIS IN WATER LINE.
- 5. UNIT SHOULD BE INSTALLED SO SPRAY HEADS ARE 33"-45" ABOVE FINISHED FLOOR.
- VALVE BEGINS TO OPEN AT "ACTIVATION POINT" SHOWN ABOVE.



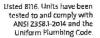
Due to continuing product improvement, the information contained in this document is subject to change without notice. All dimensions are ± 1/4" (6mm).

Sign Included



Guardian Equipment 1140 N North Branch St Chicago, IL 60642

312 447 8100 TELEPHONE 312 447 8101 FACSIMILE gesafety.com











☐ G3600 Tempering Valve, 6 Gallon Capacity

→ ☐ G3600LF Same as Above Except with Lead-free Valve Body in Order to Meet Low Lead Requirements

**Application:** Tempering valve to blend hot and cold water to deliver tepid water. Valve has flow capacity of 0.5 to 6 gallons per minute (GPM). Valve can be used with eyewash, eye/face wash, dual purpose eyewash/drench hose and drench hose

**Temperature Control:** Valve has bimetallic thermostat that senses incoming water temperature and automatically blends water to 85°F (29°C). High temperature limit stop Is set to 90°F (32°C). Valve has dial thermometer on outlet to monitor temperature of delivered water. Note: Valve may need to be adjusted when installed based on incoming water temperature. Refer to "Installation Instructions" for further information.

Fail Safe: In event of restriction or failure of hot water supply, internal bypass allows valve to deliver cold water to emergency unit. In bypass mode, valve will deliver 4 GPM of cold water at 30 PSI flow pressure. In event of loss of cold water supply, valve will close and not deliver water.

**Flow Capacity:** Refer to chart below for flow capacity of valve at specified pressure drops:

System Pressure Drop (PSI)	5	10	15	20	25	30	35	40
Flow Rate (GPM)	2.5	4	5	6	7	8	8.5	9.5
System Pressure Drop (Bar)	0.3	0.7	1.0	1.4	1.7	2.1	2.4	2.8
Flow Rate (Liters per Minute)	9.5	15	19	23	27	30	32	36

**Supply Temperature:** Minimum hot water supply temperature is 140° F (60° C).

Supply Pressure: 30 PSI minimum supply pressure is required for proper operation of valve. Maximum supply pressure is 125 PSI.

**Mounting:** Furnished with heavy duty mounting bracket for securing valve to panel or wall.

**Inlets:** 1/2" nominal sweat female hot and cold water inlets. Each inlet has check valve and supply stop.

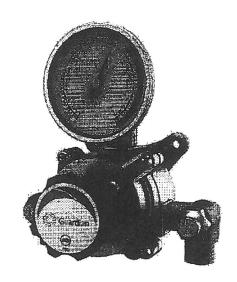
Outlet: 1/2" NPT female outlet.

**Quality Assurance:** Valve is completely assembled and water tested prior to shipment. Valve is certified to ASSE 1071.

### **Additional Models**

	<b>G3602</b> Same as above except valve is installed in surface mounted stainless steel cabinet.
-	

G3607 Same as above except valve is installed in recess mounted stainless steel cabinet.



**IMPORTANT:** Pursuant to ANSI 23S8.1-2009, the water delivered by emergency equipment should be "tepid". Tepid is defined as moderately warm or lukewarm, and is generally considered to be between 60°F (15°C) and 90°F (32°C). However, in certain circumstances, a chemical reaction may be accelerated or atherwise affected by the water temperature. Please cansult with a medical advisor ta determine the optimum delivered water temperature prior to specifying, installing or using a tempering valve.

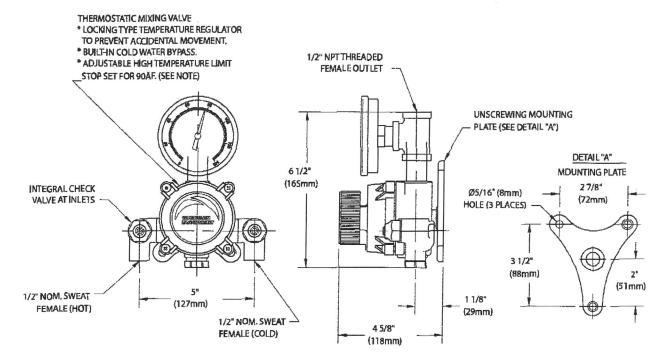
Tempering valves will not deliver the appropriate water temperature if the system has not been sized correctly. Please refer to the flow capacities and supply pressure requirements listed above when designing the tempered water system and selecting tempering valves.

Tempering valves, like all emergency eyewash and shower equipment, must be installed in accordance with the manufacturer's instructions and maintained on a regular basis. Under ANSI 2358.1-2009, all emergency equipment should be activated weekly and inspected at least annually. Tempering valves should be treated the same and, in addition, must be regularly cleaned and cycled.



☐ **G3600** Tempering Valve, 6 Gallon Capacity

☐ **G3600LF** Same as Above Except with Lead-free Valve Body in Order to Meet Low Lead Requirements



- As with all plumbing devices and emergency equipment, thoroughly flush supply lines prior to and after installation.
- Install mounting bracket on panel or wall. Thread tempering
  valve securely onto mounting bracket. Valve must be installed in
  location where It is readily accessible for inspection, cleaning and
  maintenance.
- Connect hot and cold water supply lines to valve, Connect outlet line to valve and then to inlet of emergency equipment.
- 4. Activate the water flow and check the temperature of the water delivered from the tempering valve and emergency equipment. Note that the temperature control knob on the tempering valve has been factory preset to deliver 85°F (29°C) tepid water and the high temperature limit stop has been factory preset at 90°F (32°C). These temperatures are based upon an incoming hot water supply at 140°F (60°C). If the incoming hot water temperature is higher than 140°F (60°C), the valve will deliver water that is warmer than 90°F (32°C). In this case, the high temperature limit stop must be reset by the installer.

- 5. To reset the high temperature limit stop:
  - While the water is running, turn the adjusting knob counterclockwise to the maximum hot water position.
  - Remove the knob and retaining ring, loosen the set screw and remove the limit stop.
  - Replace the handle on the valve stem and rotate the valve stem until the desired outlet water temperature is reached. Confirm the outlet water temperature on the outlet thermometer.
  - Replace the limit stop on the valve stem, positioned so that the limit stop is against the web on the LEFT side of the valve cover (i.e. the valve stem cannot be turned any further counterclockwise).
- · Replace the retaining ring, tighten set screw and replace knob.



Due to continuing product improvement, the information contained in this document is subject to change without notice. All dimensions are  $\pm$  1/4" (6mm).





Prolog Manager

Printed on: 3/1/2018

TaftProlog

### Change Order Request

Page 1

Detailed, Grouped by Each Number

Oxnard,	emonwood arnegie Court CA 93033		Project # 2241 Tel: Fax:		Т	aft Electric Compan
Chang	je Order Req	uest: 076				Date
То:	Bill Gray Swinerton E 865 S. Figu Los Angeles		From:	Matt Gobuty Taft Electric Co P.O. Box 3416 Ventura, CA 9:		
Descri	ption			Category	Status	
	b Electric Wate	er Heater			Submitte	ed
Refere	nce		Require	d By	Days Req	Amt Req 6,950
Notes						
Installati Premiun This quo than 30	ion of the water in time for off-ho ote is valid for 3 days. d is the back up buty Manager	ours work. 10 calendar days from the a	ed surfaces. bove date. We reserve our riç all should you have any questi		oroposal should th	ne approval take longer
(000)00	o Date	Reference	Ar	nt Prop Days Re	eq Category	Reason
PCO No	O Date					
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### TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT:	Lemonwood ES	JOB#	2241	TEC COR#: _	76	
				CUST RFP#:		
COR DESCRIPTION:	Added Circuit for Electric Water He	ater in Dirt	y Lab	DATE:	2/28/2018	

TA	KE OFF	
DESCRIPTION	MATERIAL	HOURS
Conest	\$1,480.96	53.24
Layout & Coordination	\$0.00	5.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
TO	ΓAL \$1,480.96	58.24

	TAKEOFF MATERIAL	
%	DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$114.77
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL MATERIAL	\$1,595.73
15.00%	OVERHEAD & PROFIT	\$239.36
	TOTAL TAKEOFF MATERIAL	\$1,835.09

VENDOR	QUOTED MATERIAL DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
İ		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL QUOTES	\$0.00

	SUBCONTRACTORS	
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL SUBCONTRACTS	\$0.00

LABOR EXPENSES					
TYPE	HOURS	RATE	AMOUNT		
STRAIGHT TI	ME 58.24	\$85.30	\$4,968.07		
	0.00	\$0.00	\$0.00		
	0.00	\$0.00	\$0.00		
	0.00	\$0.00	\$0.00		
	0.00	\$0.00	\$0.00		
	0.00	\$0.00	\$0.00		
	SUBTOTA	AL LABOR	\$4,968.07		
0.00%			\$0.00		
0.00%			\$0.00		
0.00%			\$0.00		
0.00%			\$0.00		
0.00%			\$0.00		
0.00%			\$0.00		
0.00%	5		\$0.00		
	SUBTOTA	L LABOR	\$4,968.07		
	TOTA	LIABOR	\$4 968 07		

%	DIRECT JOB EXPENSES DESCRIPTION	AMOUNT
1.00%	AS BUILTS / O&M'S	\$68.03
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
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0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
	SUBTOTAL DJE	\$68.03
15.00%	OVERHEAD & PROFIT	\$10.20
	TOTAL 5 :-	070.01
	TOTAL DJE	\$78.24

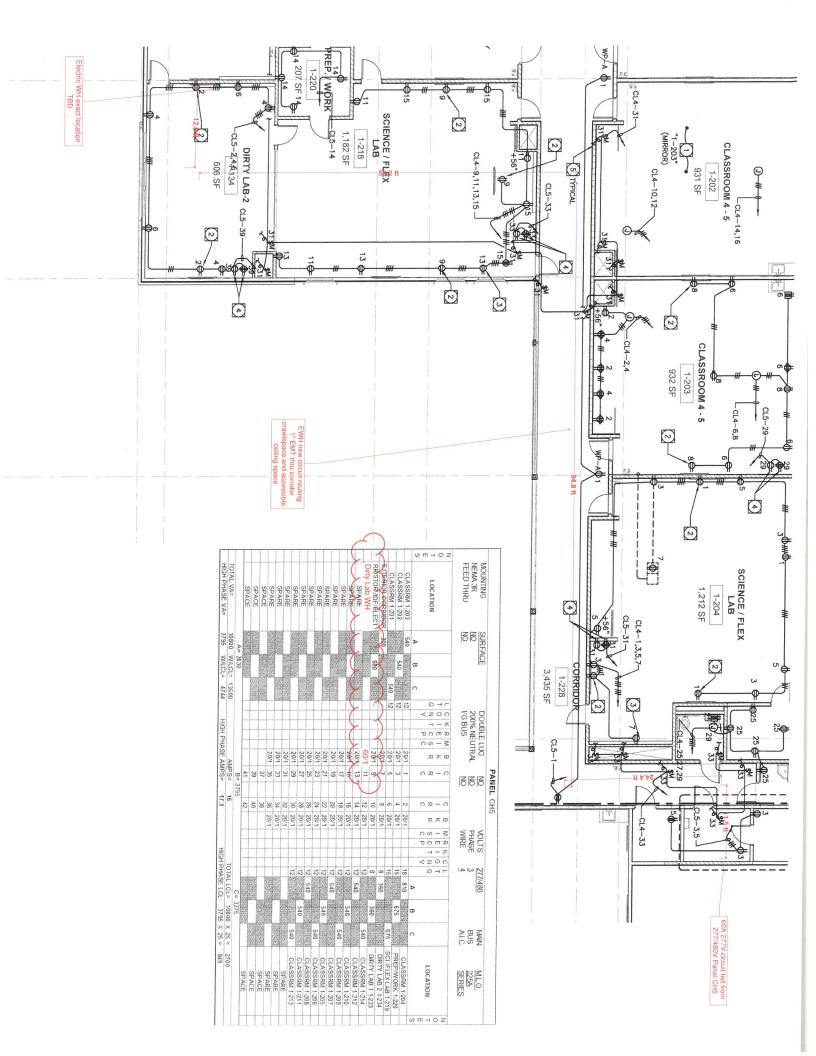
CHANGE REQUEST SUMMARY			
	TAKEOFF MATERIAL	\$1,835.09	
	QUOTED MATERIAL	\$0.00	
	SUBCONTRACTORS	\$0.00	
	LABOR EXPENSES	\$4,968.07	
	DIRECT JOB EXPENSES	\$78.24	
SI	JBTOTAL CHANGE REQUEST	\$6,881.40	
0.00%		\$0.00	
0.00%		\$0.00	
1.00%	BOND COSTS	\$68.81	
CHA	\$6,950		



## Takeoff

Region: COR 076 DIRTY LAB EWH		Vendor: TAFT
	Labor Level: LABOR 1	
	28 Feb 2018 16:06:06	

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PLINIG         COST         <	53.24		1,480.96	Phase Totals:						
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PLING         Description         PRESURE         Labor Result         Unit         Feet Result         Unit         Feet Result         Unit         Feet Result         Unit         Feet Result         Unit         Feet Result         Unit         Feet Result         Unit         Feet Result         Unit         Feet Result         Unit         Feet Result         Feet Result         Unit         Feet Result         Feet Result <td>2.25</td> <td>2.2500</td> <td>161.90</td> <td>161.8999</td> <td>HU SAFEIY SWIICH 600V 60AMP</td> <td>n</td> <td>3</td> <td>460 FT</td> <td></td> <td>70036</td>	2.25	2.2500	161.90	161.8999	HU SAFEIY SWIICH 600V 60AMP	n	3	460 FT		70036
PLING         Name         Pascellar         Labor         Februar         Labor         Februar         Labor         Labor         PLING         PLING         182.26         0.0825         PLING         182.26         0.0825         PLING         182.26         0.0900         PLING         15.19         0.0900         PLING         11.250         PLING         11.250         PLING         PLING         11.250         PLING         PLING         11.250         PLING         PLING         PLING         1.020         PLING         PLIN	0.47	0.4700	155.00	155.0000	BOLL-ON BREAKER	00/1	3	<u> </u>	00	68
Unit         Marerial         Labor           Unit         Result         Unit         F           0.8285         182.26         0.0825         0.0825           0.5841         15.19         0.0900         19.0906         57.27         1.1250           0.6390         7.67         0.2400         0.2250         0.2250           25.0000         250.00         0.3300         0.3300	2.00	2.0000	0.00	0.0000	DE ENERGIZE AND OPEN SWITCHBOARD	60/1	3	1 FA	6	180096
Unit         Material         Labor           Unit         Result         Unit         F           0.8285         182.26         0.0825         0.0825           0.5841         15.19         0.0900         19.0906           19.0906         57.27         1.1250           0.6390         7.67         0.2400           7.8000         312.00         0.2250	3.30	0.3300	250.00	25.0000	FIRESTOPPING 1/2" - 2"		3 3		0 (	110
Unit         Material         Labor           Unit         Result         Unit         F           0.8285         182.26         0.0825         0.0825           0.5841         15.19         0.0900         19.0906         57.27         1.1250           0.6390         7.67         0.2400         0.2400         0.2400	9.00	0.2250	312.00	7.8000	CONDUIT SUPPORT 1/2"-1"		3	5 6	33 6	
Unit         Material         Labor           Unit         Result         Unit         F           0.8285         182.26         0.0825         0.0825           0.5841         15.19         0.0900         19.0906         57.27         1.1250	2.88	0.2400	7.67	0.6390	EMT STEEL SS INS-THROAT CONNECTOR		3	5	<b>o</b> (	62
Unit         Result         Unit         F           0.8285         182.26         0.0825           0.5841         15.19         0.0900	3.38	1.1250	57.27	19.0906	EM - LB CONDOIT BODY	. ,	3		00	8000
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riaceiai Materiai Labor	Result	Unit	Result	Unit	n					10048
	Labor	Labor	Material	Material	Description	Size	0/M	Qty U/M		Item #



#### **CONSTRUCTION SERVICES AGREEMENT #15-198**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2<sup>nd</sup> day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

#### **SECTION 1. DEFINITIONS**

- A. <u>Construction</u>. The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. Construction Documents. The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in Exhibit A attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. <u>Contract Documents</u>. The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. Guaranteed Maximum Price. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. <u>Project</u>. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. Project Manual. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. <u>Site</u>. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. <u>Site Lease</u>. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. <u>Specifications</u>. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. <u>Subcontractor</u>. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. <u>Sublease</u>. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

- L. <u>Sublease Payments.</u> The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. <u>Tenant Improvement Payments.</u> 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

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Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

#### SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty –Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in Exhibit A attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor. materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

#### SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

#### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

#### SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

#### SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

- of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

#### SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

#### **SECTION 11. NOT USED**

#### **SECTION 12. PERSONNEL ASSIGNMENT**

A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

#### **SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

#### **SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

#### SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

#### **SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

#### **SECTION 17. USE OF PREMISES**

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

#### **SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

#### SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

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- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

#### F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

#### **SECTION 20. INDEPENDENT CONTRACTOR**

A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

#### **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

#### **SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

#### SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

#### **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

#### If to Contractor:

Swinerton Builders 865 S. Figueroa Street Suite 3000 Los Angeles, CA 90017

Attn: Bonnie Martin

#### If to the District:

Oxnard School District 1051 South A Street Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney, Garcia, Hernandez, Sawhney & Bermudez LLP 1330 Broadway, Suite 1701 Oakland, CA 94612

And with an additional copy to Yuri Calderon, Caldwell Flores Winters, Inc. 6425 Christie Ave., Suite 270 Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

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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.

#### **SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

#### **SECTION 33. EXECUTION IN COUNTERPARTS**

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

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By: LIA TATEVOSIAN

Title: OPERATIONS MGR

Date: 4/6/16

THE DISTRICT

Oxnard School District, a California school district

Ву:

Title: District

Date: April 26, 20

#### **EXHIBIT A**

#### Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

- 1. DSA Approved drawings for DSA Application # 03-116026.
- 2. DSA Approved Project Manual for DSA Application # 03-116026.
- 3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
- 4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
- 5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
- 6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
- 7. Agreed Upon List of Qualifications (Attached hereto).
- 8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
- 9. Lemonwood GMP Qualification Matrix (Attached hereto).

#### **OSD BOARD AGENDA ITEM**

Name	of Contributor: <b>Dr. Je</b>	sus Vaca	Date of Meeting:	May 16, 2018
A.	Preliminary Study Session Report			
В. С.	Hearing: Consent Agenda Agreement Category:			
D. E. F.	Action Items Approval of Minutes Board Policies	X  1 <sup>st</sup> Reading	2 <sup>nd</sup> Reading	

### Approval of the Oxnard School District and Oxnard Educators Association ("OEA") 2017-18 Collective Bargaining Agreement (Vaca)

The Oxnard School District (District) and the Oxnard Educators Association have reached a tentative agreement for the 2017-2018 school contract year. The negotiating teams met from October 2017 through April 2018. The following individuals participated in the sessions:

#### **OEA Bargaining Team**

Robin Lefkovits, OEA President
Anjanette Carrillo, Teacher, PAR TOSA
Manuel Hernandez, Teacher, Ritchen
Patty Zamora, Teacher, Haydock
Stacie Thurman, Teacher, Harrington
Brenda Centeno, Teacher, Marina West
Mary Jordan, CTA Union Representative

#### District Bargaining Team

Dr. Jesus Vaca, Asst. Superintendent, HR
Janet Penanhoat, Asst. Superintendent
Business and Fiscal Services
Dr. Edd Bond, Director, Certificated HR
Greg Brisbine, Principal, Haydock
Dr. Jodi Nocero, Principal, Kamala
Dr. Ana DeGenna, Director, DLI Programs
Paulina Pierce, Recording Secretary

#### The following articles were revised:

ARTICLE VI: LEAVES OF ABSENCE

ARTICLE X: PEER ASSISTANCE AND REVIEW

ARTICLE XI: WORKING HOURS

ARTICLE XV: PROFESSIONAL GROWTH

ARTICLE XIX: SALARIES

ARTICLE XXVIII: TERM OF AGREEMENT

ARTICLE XXX: ELEMENTARY TK-5 COMPENSATION
ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION

MOU GRADE SPAN ADJUSTMENT

MOU HEALTH INSURANCE PLAN OPT OUT FUNDS MOU LEAVES OF ABSENCE, PARENTAL LEAVE

#### **FISCAL IMPACT:**

\$734,880 from the general fund

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the 2017-2018 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), as presented.

#### **ADDITIONAL MATERIAL(S):**

- Revisions to 2017-18 Collective Bargaining Agreement between the District and OEA (nine pages)
- MOUs re: grade span adjustment, health insurance plan opt-outs, and leaves of absence/parental leave (three pages)
- 2017-18 Salary Schedule (Credentialed Teachers) (one page)

#### **DISTRICT GOALS (S):**

<u>District Goal One</u>: All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities

#### ARTICLE VI: LEAVES OF ABSENCE

#### PREGNANCY DISABILITY LEAVE (PDL)

3. Bargaining unit members shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, when all current, accumulated, and differential pay sick leave and Parental Leave has been exhausted (Federal Family Leave Act, California Family Rights Act and Government Code Section 12945). The date on which the bargaining unit member shall resume duties shall be determined by the bargaining unit member on leave and the bargaining unit member's physician; provided, however, that the District management may require a verification of the extent of disability.

#### **CHILD BONDING PARENTAL LEAVE**

Under California Family Rights Act (CFRA 2016), California Ed. Code 44977.5, and the Federal Family Leave and Medical Leave Act of 1993 (FMLA), a bargaining unit member may elect to utilize up to twelve (12) weeks of Child Bonding Parental Leave occasioned by the birth of a bargaining unit member's child, or for placement of a child in connection with the bargaining unit member's or adoption of a child or foster child placement eare.

The twelve (12) week Child Bonding Parental Leave shall run consecutively to the bargaining unit member's commence at the conclusion of the Pregnancy Disability Leave. The twelve (12) week Child Bonding Parental Leave shall run concurrently with Sick Leave Use for Adoption/Paternity/Foster Care for the a bargaining unit member's birth, adoption of a child, or foster child placement care.

A bargaining unit member has the option of using any accumulated Personal Illness Leave for the twelve (12) week Child Bonding Parental Leave. Under CFRA regulations, the minimum duration of the leave shall be two (2) week blocks of time, except the District must grant a request for leave of less than two (2) weeks duration on any two (2) occasions. Parental leave must be utilized during the first year following the birth or placement of a child with the bargaining unit member.

If a bargaining unit member exhausts his/her accumulated sick leave prior to the expiration of the twelve (12) week Child Bonding Parental Leave, and continues to be absent from his or her duties on account of Child Bonding Parental Leave, the amount deducted from the bargaining unit member's salary for the remainder of the twelve (12)

weeks shall *not exceed* be the amount listed on the Substitute Teacher Salary schedule for regular or long term substitutes, or if no substitute is employed, the amount which would have been paid to a substitute employee *or fifty (50) percent of their salary due, whichever is the lesser amount* per the substitute salary schedule.

An employee A bargaining unit member shall not be provided more than one twelve (12) week period for Child Bonding Parental Leave per Pregnancy Disability Leave (PDL) or Adoption/Paternity/Foster Care Leave. However, if a school year terminates before the twelve (12) week period is exhausted; the employee bargaining unit member may take the balance of the twelve (12) week period in the subsequent school year.

#### **FAMILY CARE AND MEDICAL LEAVE**

- 1. <u>Leaves</u> Eligible *bargaining* unit members may take leaves under this Article for the birth, adoption, *of a child,* or foster <del>care of a</del> child *placement*, the serious health condition of the unit member's child, parent or spouse and the unit member's own serious health condition except for disability caused by pregnancy, childbirth or related medical conditions.
- 5. Coordination of Benefits Unit members will be required to use all accrued paid vacation, other accrued time off, and any other paid or unpaid time off provided for under this agreement such as personal leave, five month differential pay, immediate family accident/illness leave and family care leave concurrently with leaves taken for the birth or placement adoption of a child, foster care placement, or to care for an ill family member. Leave for which the employee is eligible under Government Code section 12945 shall not count against, but shall be in addition to, family care leave. However, a unit member may not be required to use sick leave during a period of leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent or spouse with a serious health condition, unless mutually agreed to by the unit member and the District. Unit members who take leaves for their own serious health condition will be required to use accrued sick leave in addition to accrued paid vacation, and all other paid or unpaid leaves provided for in this agreement.

#### ARTICLE X: PEER ASSISTANCE AND REVIEW

PREAMBLE: The Oxnard Educators Association and the Oxnard School District strive to provide the highest possible quality of education to the students of Oxnard. Both parties agree that optimum student performance can be achieved only if there is a highly qualified teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, benefit from professional support provided by other classroom teachers. For the purpose of this article, peer assistance describes activities planned and implemented by the Consulting Teacher in collaboration with the Participating Teacher. The activities shall be designed to strengthen the Participating Teacher's skill and expertise in accordance with the California Standards for the Teaching Profession in the following areas: mastery of content, instructional skills and techniques, classroom management, planning and designing lessons for all children, assessment of student progress toward established standards and appropriate learning environment. even the most skilled, must focus for continuous improvement in their professional practice. Therefore, the parties agree to cooperate in the design and implementation of a Peer Assistance and Review program (PAR) to improve the quality of instruction.

#### A. Referred Teacher Participants (RTP)

- 1. Permanent unit members who exhibit performance deficiencies in the Formal Observation process, and have received a "Needs Improvement" rating by the site evaluator in one or more of Parts 1, 2, 3 or 4 of the Standards for the Teaching Profession, may participate in a Performance Improvement Plan; PAR may be one of the components of any such Performance Improvement Plan.
- 2. Permanent unit members who exhibit performance deficiencies and have received a "Needs Improvement" rating by the site evaluator on the Evaluation of Certificated Personnel Summary Evaluation Report in one or more of Parts 1, 2, 3 or 4 of the Standards for the Teaching Profession, shall be required to participate in a Performance Improvement Plan; PAR may be one of the components of any such Performance Improvement Plan.
- 3. Permanent unit members who exhibit performance deficiencies and have received an "Unsatisfactory" rating by the site evaluator on the Evaluation of Certificated Personnel Summary Evaluation Report in one or more of Parts 1, 2, 3 or 4 of the Standards for the Teaching Profession, shall be required to participate in the PAR program as an intervention.

- 4. During the period of assistance, the RTP's performance relative to the PAR program shall be the joint responsibility of the PAR panel and Consulting Teacher, in collaboration with the principal.
  - 4-5. The PAR committee will forward the final report to the Governing Board.
- 5-6. The results of the participating teacher's participation in the PAR program may be used in the evaluation of the teacher pursuant to Education Code Section 44660 et. Seq.

#### B. <u>Volunteer Teacher Participants (VTP)</u>

1. A permanent unit member who seeks to improve his/her teaching performance may request the PAR committee to assign a consulting teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the consulting teacher will play no role in the evaluation of the teaching performance of a volunteer teacher participant. The VTP may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request. *All communication and documentation between the Consulting Teacher and the VTP shall be confidential and, without the consent of the VTP, will not be shared with others including the site principal and/or evaluator. Any documentation produced while the teacher is a VTP shall be the property of the Volunteer Participating Teacher.* 

#### C. <u>Non-Permanent Teacher Participants (NPTP)</u>

#### Consulting Teachers

- 1. A consulting teacher is a tenured permanent unit member who provides assistance to a participating teacher pursuant to the PAR program. Consulting teachers will possess the following qualifications:
  - At least five (5) years of recent experience in the
     Oxnard School District as a teacher.
  - f. Familiar with the California Standards for the *T*teaching *P*profession.
- 3. In order to fill a position of consulting teacher, the District shall inform all bargaining unit members via email and posted on the District website (Article VII: Transfers and Reassignments).a notice of vacancy will be posted at all sites and in the

<del>District office</del>. In addition to submitting an application form, each applicant is required to submit at least three references from individuals who have direct knowledge of the applicant's abilities to be a consulting teacher.

- 8. The term of a consulting teacher will be three (3) four (4) years. If there are two or more full time consulting teachers, their terms will be staggered. A teacher may not serve consecutive terms in the position of a consulting teacher. A consulting teacher may reapply after returning for one year to the classroom.
- 9. In addition to the regular salary, a consulting teacher will receive per diem pay for all days worked beyond the regular work year. The PAR teacher's work year will include up to five (5) additional work days scheduled prior to the beginning of the work year, and/or during non-instructional days during or following the regular work year. The PAR teacher shall receive a mileage stipend of 125 miles per month at the IRS approved per diem rate for using his/her personal vehicle in performance of work for the Oxnard School District.
- 10. For transfer purposes, a full-time consulting teacher will maintain site rights at hi/her most recent site. Consulting teachers will be guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site.
- 11. Full time consulting teachers shall have a caseload determined by a ratio of consulting teachers to participating teachers. This ratio is dependent on the amount of intervention time determined by the PAR committee and consulting teachers. If the number of voluntary and involuntary participants expands beyond the full-time consulting teachers'(s)' capacity, part-time consulting teachers can be hired. Part-time consulting teachers will receive up to twelve (12) hours of one and one half the current hourly pay per month to provide afterschool assistance and may request release time (up to fifteen half days) to assist during the school day. All positions will be advertised district-wide and will be subject to the same hiring procedures as full-time consulting teachers. A former full-time consulting teacher may serve as a part-time teacher when his/her term expires.
- 12. The PAR program encourages a cooperative relationship between the consulting teacher and the principal with respect to the process of peer assistance and review. Prior to working with a participating teacher, the consulting teacher shall meet

with the Referred Teacher Participant and the principal to discuss the performance goals, develop the improvement plan and develop a process for determining successful completion of the PAR program. will meet with the principal or immediate supervisor to review and discuss the case.

13. At the request of the participating teacher or the consulting teacher, the

PAR committee may assign a different consulting teacher to work with the teacher at any time during the year. The Consulting Teacher shall conduct multiple observations of the RTP during classroom instruction, and shall assist participating teachers by demonstrating, observing, coaching, conferencing, referring or providing other activities that will assist the RTP.

- 14. The Consulting Teacher shall monitor the progress of the RTP and shall provide periodic written reports to the RTP and principal for discussion and review. A copy of each of the Consulting Teacher's reports shall be discussed with the RTP and he/she shall receive a copy of the report. The Consulting Teacher shall submit a Summary Evaluation to the Par Panel.
- 14 5. The District agrees to indemnify and hold harmless the Association, any Association members on the PAR committee, and consulting teachers for any liability arising out of their participation in the PAR program as provided in Education Code Section 44503 Subdivision (c) and Government Code Section 820.2.

#### ARTICLE XI: WORKING HOURS

#### 4. Extended Day Transitional Kindergarten/Kindergarten (TK/K) Program

- a. Lunch for the extended day TK/K program shall be the same number of minutes as the primary lunch on site.
- b. The maximum number of instructional minutes for TK/K will note exceed 49,680 minutes.
- c. Each extended day TK/K class will be provided with 90 minutes of paraeducator help per day. This will be renegotiated if class size increases to above 26 students per class.
- 4-5. Release Time for Assessment
- 5-6. Yard Duty

#### ARTICLE XV: PROFESSIONAL GROWTH

1. All units of credit for advancement on the salary schedule must be semester units or equivalent and must be graduate or upper division credit with prior approval by the Board. Lower division units taken as part of a graduate course of study and critical to the teacher's credential/certificate/program will be credited for placement/advancement on the salary schedule. Ceourse work in reading/writing and/or conversational Spanish and computers are acceptable, and credit may be given for other lower division courses with approval of the Board.

#### ARTICLE XIX: SALARIES

- 1. Effective July 1, 20167 the base certificated salary schedule shall be increased by 2.85-1%.
- 6. SUMMER SCHOOL, INTERSESSION, AND SATURDAY SCHOOL, and EXTENDED SCHOOL YEAR The Summer School/Intersession/Saturday School/Extended School Year rate of pay shall be based upon 1.5 times the rate of pay in Schedule II. There will be at least one hour paid preparation time for every four (4) hours worked.

#### ARTICLE XXVIII: TERM OF AGREEMENT

This agreement shall remain in full force and effect up to and including June 30, 2017 8 and from year-to-year thereafter unless either party submits a request to the other to terminate, modify or amend the agreement.

No sooner than March 15, 2017 8, or March 15 of any successive year, and no later than April 15, 2017 8 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement. Meeting and negotiating in connection with such proposals as well as appropriate counterproposals shall commence no later than May 15 following receipt thereof.

#### ARTICLE XXX: ELEMENTARY (K-6) (TK-5) COMPENSATION

(Title change only)

#### ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION

#### Teachers on Special Assignment (Site TOSAs)

- 1. Teachers on Special Assignment will have a minimum of 3 *five* (5) years of classroom teaching experience.
- 2. The term for a Teacher on Special Assignment will be 3 four (4) consecutive years. At the end of that time, the position will be advertised district wide per contract and the teacher may reapply the teacher will return to the classroom for a minimum of one (1) year, and then may reapply for open positions.

#### Teachers on Special Assignment (District TOSAs)

- 1. Teachers on Special Assignment will be five (5) years of classroom experience.
- 2. The term for a Teacher on Special Assignment will be four (4) consecutive years. At the end of that time, the teacher will return to the classroom for a minimum of one year, and then may reapply for open positions.
- 3. For transfer purposes, a District TOSA will maintain site rights at his/her most recent site. District TOSAs will be guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site.

- 4. All Teachers on Special Assignment will have scheduled hours from 8:30 3:30 (inclusive of a 40 minute lunch). If job duties require working beyond the scheduled work day, their hours may be adjusted or they will be compensated at Schedule II. All schedule changes require mutual consent and reasonable advance notification.
- 5. All Teachers on Special Assignment may be required to attend one staff meeting per week scheduled to conclude no later than the end of the eight (8) hour day.

#### K-2 Reading Teachers

- 1. K-2 Reading Teachers will have a minimum of five (5) years teaching experience (must include a one (1) year of full-time classroom teaching within the past five (5) years.
- 2. The term for a K-2 Reading Teacher will be four (4) consecutive years. The teacher may reapply for the position at the end of the four (4) year term.
- 3. A district pool will be selected and school placement will be based on teacher preference by seniority in the district.
- 4. During the first three (3) instructional days of the school year, all K-2 Reading Teachers will attend district training/professional development in order to coordinate services to sites.
- 5. For transfer purposes, a K-2 Reading Teacher will maintain site rights at his/her most recent site. K-2 Reading Teachers will be guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site.
- 6. K-2 Reading Teachers shall not be used to substitute in the event of a substitute shortage.

#### APPENDIX B: 2016-2017 SALARY SCHEDULE (CREDENTIALED TEACHERS)

6. Lower division course work credit is enly given for computers, and Spanish reading, writing and language. Lower division units taken as part of a graduate course of study and critical to the teacher's credential/certificate/program will be credited for placement/advancement on the salary schedule.

## Memorandum of Understanding between the Oxnard School District and the Oxnard Educators Association March 20, 2018

The Oxnard School District and the Oxnard Educators Association agree to the following with respect to Article VI: Leaves of Absence, Parental Leave from January 2018 to June 2019.

If a bargaining unit member exhausts his/her accumulated sick leave prior to the expiration of the twelve (12) week Parental Leave, and continues to be absent from his or her duties on account of Parental Leave, the amount deducted from the bargaining unit member's salary for the remainder of the twelve (12) weeks shall be the amount listed on the Substitute Teacher Salary schedule for regular or long term substitutes, or if no substitute is employed, the amount which would have been paid to a substitute employee, or fifty (50) percent of their salary due, whichever is the lesser amount.

This Memorandum of Understanding shall be effective from January 1, 2018 and sunset on June 30, 2019.

Dated: March 20, 2018

For the District:

For OEA:

## Memorandum of Understanding Between the Oxnard School District and the Oxnard Educators Association April 17, 2018

The Oxnard School District and the Oxnard Educators Association agree to the following language for use of the funds generated by OEA Members who opt-out of the health plan:

#### For the 2018-2019 School Year:

The amount of funds available for the opt-out funds from 2017-2018 is \$859,216.80. Based on current active enrollees of 738, the amount available for the 738 actives is \$1164.25/year or \$105.84/month (11 months). The CAP will be increased to \$14,382.97/year or \$1198.58 /month (12 months) for the 2018-2019 fiscal year.

These numbers may be adjusted based on the number of OEA opt-outs and the number of OEA active enrollees.

This Memorandum of Understanding shall sunset on June 30, 2019.

Oxnard Educators Association

**Oxnard School District** 

Date

Date

# Memorandum of Understanding Between the Oxnard School District and the Oxnard Educators Association 3rd Counter Proposal

**April 17, 2018** 

Time:

The Oxnard School District and the Oxnard Educators Association agree to the following alternative class size language for the implementation of Grade Span Adjustment:

#### For the 2018-2019, and 2019-2020 School Years:

- 1. For the 2018-2019 and 2019-2020 school years, the school wide grade level class size average at each site in Transitional Kindergarten and Kindergarten (SEI, TBE, and DLI) and Grade 1 (SEI, TBE, and DLI) shall be 24:1, with no individual class exceeding twenty-six (26) students.
- 2. The school wide grade level class size average in Grades 2 and 3 (SEI, TBE and DLI) shall be 26:1, with no individual class exceeding twenty-seven (27) students. In the event that a class in Grade 2 or 3 exceeds the cap of twenty-seven (27) students, the teacher of that class shall receive additional compensation equal to \$45 per month for each student over the cap. This will apply whether a student is in the class for one (1) day or the entire month.
- 3. The class size in grades 4 and 5 in any school will not exceed thirty-four (34) students. In the event that a class in grade 4 or 5 exceeds thirty-four (34) students the teacher of that class shall receive additional compensation equal to \$45.00 per month for each student over thirty-four (34). This will apply whether a student is in the class for one (1) day or the entire month.
- 4. The class size for combination classes in grades 4 and 5 shall not exceed thirty (30) students. All combination class teachers will be allowed up to two (2) hours extra hourly pay for classroom planning and preparation. \*per week.

The District shall maintain the above described school wide grade level class sizes. The District and OEA will also begin negotiations in the 2019-2020 school year regarding class size and review existing and new facilities options and enrollment figures.

#### In the event District enrollment reaches 18,000 students:

In the event District enrollment reaches 18,000 students, this agreement will sunset and the District and OEA will re-open negotiations on class size for the implementation of Grade Span Adjustment.

#### In the event District enrollment declines to 16,000 students:

In the event District enrollment declines to 16,000 students in any year, the District shall implement districtwide site class size averages in TK through 3 of 24:1 with no individual class exceeding twenty-six (26) students.

This Memorandum of Understanding shall s	sunset on June 30, 2020.	
Juph auly	In Man	
Oxnard Educators Association	Oxnard School District	
4-17-18	4-17-18	
Date	Date	

<sup>\*</sup> language added by mutual agreement.

#### OXNARD SCHOOL DISTRICT



1051 South "A" Street

Oxnard, California 93030

805/385-1501 www.oxnardsd.org

#### 2017-18 SALARY SCHEDULE (CREDENTIALED TEACHERS)

	 A Bachelor's Degree	Class	B Bachelor's + 15 Units	Cla	ss C Bachelor's + 30 Units	Clas	ss D Bachelor's + 45 Units	Clas	ss E Bachelor's + 60 Units	75 L	F Bachelor's + Inits, and M.A., d.D or Ph.D
Step 1	\$ 48,629	\$	48,269	\$	49,621	\$	52,429	\$	55,233	\$	58,027
Step 2	\$ 48,269	\$	48,782	\$	51,706	\$	54,632	\$	57,547	\$	60,469
Step 3	\$ 48,269	\$	50,839	\$	53,875	\$	56,923	\$	59,964	\$	63,007
Step 4	\$ 49,803	\$	52,972	\$	56,134	\$	59,307	\$	62,480	\$	65,658
Step 5	\$ 51,886	\$	55,195	\$	58,499	\$	61,803	\$	65,110	\$	68,411
Step 6	\$ 54,072	\$	57,512	\$	60,951	\$	64,395	\$	67,839	\$	71,289
Step 7	\$ 56,344	\$	59,925	\$	63,508	\$	67,103	\$	70,700	\$	74,279
Step 8	\$ 58,711	\$	62,448	\$	66,177	\$	69,923	\$	73,661	\$	77,401
Step 9	\$ 61,171	\$	65,073	\$	68,957	\$	72,860	\$	76,752	\$	80,650
Step 10	\$ 63,743	\$	67,792	\$	71,851	\$	75,921	\$	79,975	\$	84,036
Step 11	\$ 66,423	\$	70,644	\$	74,862	\$	79,111	\$	83,333	\$	87,570
Step 12	\$ 69,215	\$	73,609	\$	78,011	\$	82,429	\$	86,834	\$	91,245
15 yrs**	\$ 71,811	\$	76,369	\$	80,937	\$	85,521	\$	90,090	\$	94,667
18 yrs**	\$ 72,676	\$	77,290	\$	81,912	\$	86,551	\$	91,176	\$	95,807
21 yrs**	\$ 73,541	\$	78,210	\$	82,887	\$	87,581	\$	92,261	\$	96,948
24 yrs**	\$ 74,406	\$	79,130	\$	83,862	\$	88,612	\$	93,346	\$	98,089
27 yrs**	\$ 75,271	\$	80,050	\$	84,837	\$	89,642	\$	94,432	\$	99,229
30 yrs**	\$ 76,137	\$	80,970	\$	85,812	\$	90,672	\$	95,517	\$	100,370
33 yrs**	\$ 77,002	\$	81,890	\$	86,787	\$	91,703	\$	96,603	\$	101,510
36 yrs**	\$ 77,867	\$	82,810	\$	87,763	\$	92,733	\$	97,688	\$	102,651

**CLASS** (**Education**). All units of credit for placement on the salary schedule must be upper division and graduate courses taken at an accredited college/university following the Bachelors degree. Stated another way, the OEA/OSD contract does not grant course work for salary advancement that was taken prior to a Bachelors program or at the lower division level. Exceptions are noted in 5, 6 and 7. Specifically:

- 1. Courses must be from an institution accredited by the national or regional accrediting agency recognized by the U.S. Department of Education and Association of Schools and Colleges.
- 2. Courses must be related to a professional competencies and/or subject matter taught in the Oxnard School District.
- 3. Units above Class I are computed in semester unit equivalents (quarter units will be converted at a rate of 2/3 semester units for each quarter unit taken)
- 4. Once employed in the Oxnard School District, all course work must be pre-approved by the certificated personnel department for salary advancement credit (See Verifications below).
- 5. Course work taken in the last semester of the Bachelors degree program that is credited for graduate credit may be granted for salary advancement.
- 6. Lower division course work credit is given for computers, and Spanish reading, writing and language. Lower division units taken as part of a graduate course of study and critical to the teacher's credential/certificate/program will be credited for placement/advancement on the salary schedule.
- Credit may also be given for other lower division courses if the District Professional Growth Committee pre-approved the course to be taken as critical to the teacher's current assignment.

STEP (Experience). Credit for prior years' experience for placement on the salary schedule for teachers new to the District shall be granted as follows:

- 1. Certificated experience under contract in a U.S. public (K-12) school: a maximum of 10 years is creditable.
- 2. Teaching year is defined as being under contract for 75% of the instructional day and duty year.
- 3. Military and/or Peace Corps: a maximum of two years' credit is granted.
- 4. Not more than a total of 10 years' credit is allowed for the two combined.

**VERIFICATIONS.** Bargaining Unit Members are required to verify course work (by official transcript), experience, and military services. Initial placement must be verified within 60 days of the first day of employment, or salary placement will revert back to the salary placement where verification has been established. For salary advancement on the salary schedule after September 1 of the current school year, bargaining unit members will advance to the appropriate class on the salary schedule effective the month following the bargaining unit members' submission of official verifications. Effective July 1, 1979, employees hired on or after this date must have a Master's degree for placement on Class F.

Effective May 2, 2011, employees hired on or after that date must have a Master's degree or doctorate for placement on Class F.

**DEGREE INCREMENTS** in the amount of \$400 shall be added to the scheduled salary for employees possessing the Master's degree plus an additional increment of equal amount to employees possessing the Doctorate (credit is given for only one Master's degree).

SPECIAL STIPENDS. An additional \$1000 per annum is granted to teachers possessing a special education specialist credential/certificate and teaching in a special education class and teachers possessing a California bilingual credential/certificate and teaching in a bilingual class requiring certification. Bargaining unit members possessing a California bilingual credential/certificate but not in a bilingual class may receive \$500 per annum. A \$500 stipend will be provided if the bargaining unit member agrees to provide second language support.

\*\*ANNIVERSARY INCREMENTS shall be added to the scheduled salary as follows: at the beginning of the 15<sup>th</sup> year-3.75%, 18<sup>th</sup> year-5%, 21<sup>s</sup> year-6.25%, 24<sup>th</sup> year-7.5%, 27<sup>th</sup> year-8.75%, 30<sup>th</sup> year-10%, 33<sup>rd</sup> year-11.25% and 36<sup>th</sup> year-12.5%. Years of service must be in the Oxnard School District.

### OSD BOARD AGENDA ITEM

Name	of Contributor: <b>Dr. Jesus Va</b>	ca D	ate of Meeting: May 16, 2018
A.	Preliminary Study Session Report		
B.	Hearing:		
C.	Consent Agenda Agreement Category:		
		Academic	
		Enrichment	
		Special Education	
		Support Services Personnel	
		Legal	
		Facilities	
D.	Action Items		
E.	Approval of Minutes		
F.		ding $2^{\text{nd}}$ Reading $\Sigma$	<u> </u>
APPR	OVAL OF SEXUAL HARA	SSMENT – BP and AR 5145.7	

The policy and regulation have been updated to reflect new laws, as recommended by the California School Boards Association (CSBA).

# **FISCAL IMPACT:**

None

# **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised policy and regulation, as presented.

# **ADDITIONAL MATERIAL(S)**:

- BP 5145.7 Sexual Harassment (five pages)
- AR 5145.7 Sexual Harassment (eight pages)

**Students** BP 5145.7(a)

#### SEXUAL HARASSMENT

The Board of Trustees Governing Board is committed to maintaining an educational a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment of students by other students, employees, or other persons, at school or at school sponsored or school-related activities. targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against persons who complain, testify, assist, or otherwise participate in district complaint processes. any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages any student who feels that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult who has experienced off-campus sexual harassment that has a continuing effect on campus to immediately contact his/her teacher, the principal, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or a district compliance officer. Once notified, the principal or compliance officer shall take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.

```
(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
```

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy.

#### **Instruction/Information**

The Superintendent or designee shall ensure that all district students receive age-appropriate instruction and information on sexual harassment. Such instruction and information shall include:

- 1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex *and could involve sexual violence*
- 2. A clear message that students do not have to endure sexual harassment *under any circumstance*

- 3. Encouragement to report observed instances of sexual harassment, even where the *alleged* victim of the harassment has not complained
- 4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
- 5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students
- 4. 6. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made
- 7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
- 8. A clear message that, when needed, the district will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment

```
(cf. 5131.5 Vandalism and Graffiti)
(cf. 5137 Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 6142.1 Sexual Health and HIV/AIDS Prevention Instruction)
```

### **Complaint Process and Disciplinary Actions**

Any student who feels that he/she is being or has been sexually harassed by a school employee, another student, or a non-employee on school grounds or at a school related activity (e.g., a visiting athlete or coach) shall immediately contact his/her teacher or any other employee. An employee who receives such a complaint shall report it in accordance with administrative regulation.

The Superintendent or designee shall ensure that any complaints regarding sexual harassment are immediately investigated in accordance with administrative regulation. When the Superintendent or designee has determined that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and to address its effects on the victim.

Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3 - Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.

```
(cf. 1312.3 - Uniform Complaint Procedures)
```

Upon investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

```
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
```

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall have his/her employment terminated in accordance with law and the applicable collective bargaining agreement.

```
(cf. 4117.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
```

### **Disciplinary Actions**

Any student who engages in sexual harassment of anyone at school or at a school sponsored or school related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

```
(cf. 5131 Conduct)
(cf. 5144.1 Suspension and Expulsion/Due Process)
(cf. 5144.2 Suspension and Expulsion/Due Process (Students with Disabilities))
```

#### **Confidentiality and Record-Keeping**

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

(cf. 4119.23/4219.23/4319.23 Unauthorized Release of Confidential/Privileged Information) (cf. 5125 Student Records)

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in the district schools.

(cf. 3580 - District Records)

#### Legal Reference:

#### **EDUCATION CODE**

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

#### CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

#### **GOVERNMENT CODE**

12950.1 Sexual harassment training

#### CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

#### UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX, discrimination

#### UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

#### CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.71 Nondiscrimination on the basis of sex in education programs

#### **COURT DECISIONS**

Donovan v. Poway Unified School District, (2008) 167 Cal. App. 4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Legal Reference (continued)

#### Management Resources:

#### CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-

Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

<u>Dear Colleague Letter: Sexual Violence</u>, April 4, 2011 Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students,

or Third Parties, January 2001

### OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance, January 2001

WEB SITES

CSBA: http://www.csba.org

California Department of Education: http://www.cde.ca.gov U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr/index.html

Policy Adopted: November 2, 2011 Revised: *May 16, 2018*  OXNARD SCHOOL DISTRICT

Oxnard, California

Students AR 5145.7(a)

#### SEXUAL HARASSMENT

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and California Education Code 234.1, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The coordinator/compliance officer(s) may be contacted at:

Assistant Superintendent, Human Resources and Support Services
(title or position)
1051 South A Street, Oxnard, California 93030
(address)
(805) 385.1501 extension 2050
(telephone number)
(email)

(cf. 1312.3 - Uniform Complaint Procedures)

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, when made on the basis of sex and under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

- 1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress
- 2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student
- 3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment
- 4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity

```
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
```

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

- 1. Unwelcome leering, sexual flirtations, or propositions
- 2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
- 3. Graphic verbal comments about an individual's body or overly personal conversation
- 4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
- 5. Spreading sexual rumors
- 6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
- 7. Massaging, grabbing, fondling, stroking, or brushing the body
- 8. Touching an individual's body or clothes in a sexual way
- 9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
- 10. Displaying sexually suggestive objects
- 11. Sexual assault, sexual battery, or sexual coercion
- 12. Electronic communications containing comments, words, or images described above

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

# **School-Level Complaint Process/Grievance Procedure**

1. **Notice and Receipt of Complaint:** Any student who believes he/she has been subjected to sexual harassment or who has witnessed sexual harassment may file a complaint with any school employee. Within 24 hours of receiving a complaint, the school employee shall report it to Principal. In addition, any school employee who observes any incident of sexual harassment involving a student shall, within 24 hours, report this observation to the Principal, whether or not the victim files a complaint.

In any case of sexual harassment involving the Principal to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall instead report to the Superintendent or designee.

- 2. **Initiation of Investigation:** The Principal shall initiate an impartial investigation of an allegation of sexual harassment within five school days of receiving notice of the harassing behavior, regardless of whether a formal complaint has been filed. The district shall be considered to have "notice" of the need for an investigation upon receipt of information from a student who believes he/she has been subjected to harassment, the student's parent/guardian, an employee who received a complaint from a student, or any employee or student who witnessed the behavior.
- If the Principal receives an anonymous complaint or media report about alleged sexual harassment, he/she shall consider the specificity and reliability of the information, the seriousness of the alleged incident, and whether any individuals can be identified who were subjected to the alleged harassment in determining whether it is reasonable to pursue an investigation.
- 3. **Initial Interview with Student:** When a student or parent/guardian has complained or provided information about sexual harassment, the Principal shall describe the district's grievance procedure and discuss what actions are being sought by the student in response to the complaint. The student who is complaining shall have an opportunity to describe the incident, identify witnesses who may have relevant information, provide other evidence of the harassment, and put his/her complaint in writing. If the student requests confidentiality, he/she shall be informed that such a request may limit the district's ability to investigate.
- 4. **Investigation Process:** The Principal shall keep the complaint and allegation confidential, except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

The Principal shall interview individuals who are relevant to the investigation, including, but not limited to, the student who is complaining, the person accused of harassment, anyone who witnessed the reported harassment, and anyone mentioned as having relevant information. The Principal may take other steps such as reviewing any records, notes, or statements related to the harassment or visiting the location where the harassment is alleged to have taken place.

When necessary to carry out his/her investigation or to protect student safety, the Principal also may discuss the complaint with the Superintendent or designee, the parent/guardian of the student who complained, the parent/guardian of the alleged harasser if the alleged harasser is a student, a teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth,

law enforcement and/or child protective services, and district legal counsel or the district's risk manager.

(cf. 5141.4 Child Abuse Prevention and Reporting)

- 5. **Interim Measures:** The Principal shall determine whether interim measures are necessary during and pending the results of the investigation, such as placing students in separate classes or transferring a student to a class taught by a different teacher.
- 6. Optional Mediation: In cases of student-to-student harassment, when the student who complained and the alleged harasser so agree, the Principal may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator, or trained mediator. The student who complained shall never be asked to work out the problem directly with the accused person unless such help is provided and both parties agree, and he/she shall be advised of the right to end the informal process at any time.
- 7. **Factors in Reaching a Determination:** In reaching a decision about the complaint, the Principal may take into account:
  - a. Statements made by the persons identified above
  - b. The details and consistency of each person's account
  - c. Evidence of how the complaining student reacted to the incident
  - d. Evidence of any past instances of harassment by the alleged harasser
  - e. Evidence of any past harassment complaints that were found to be untrue

To judge the severity of the harassment, the Principal may take into consideration:

- a. How the misconduct affected one or more students' education
  - b. The type, frequency, and duration of the misconduct
  - c. The identity, age, and sex of the harasser and the student who complained, and the relationship between them
  - d. The number of persons engaged in the harassing conduct and at whom the harassment was directed

- e. The size of the school, location of the incidents, and context in which they occurred
- f. Other incidents at the school involving different students
- 8. Written Report on Findings and Follow-Up: No more than 30 days after receiving the complaint, the Principal shall conclude the investigation and prepare a written a report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the Principal shall notify the student who complained and explain the reasons for the extension.
- The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If sexual harassment occurred, the report shall also include any corrective actions that have or will be taken to address the harassment and prevent any retaliation or further harassment. This report shall be presented to the student who complained, the person accused, the parents/guardians of the student who complained and the student who was accused, and the Superintendent or designee.
- In addition, the Principal shall ensure that the harassed student and his/her parent/guardian are informed of the procedures for reporting any subsequent problems. Principal shall also make follow up inquiries to see if there have been any new incidents or retaliation and shall keep a record of this information.

#### **Enforcement of District Policy**

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize harassment and how to respond

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(cf. 4131 Staff Development)
(cf. 4231 Staff Development)
(cf. 4331 Staff Development)
```

3. Disseminating and/or summarizing the district's policy and regulation regarding sexual harassment

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to parents/guardians and the community

(cf. 4119.23/4219.23/4319.23 Unauthorized Release of Confidential/Privileged Information) (cf. 5125 Student Records)

- 5. Taking appropriate disciplinary action
- In addition, disciplinary measures may be taken against any person who is found to have made a complaint of sexual harassment which he/she knew was not true.

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(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
```

# Reporting Process and Complaint Investigation and Resolution

Any student who believes that he/she has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to his/her teacher, the principal, or any other available school employee. Within one school day of receiving such a report, the school employee shall forward the report to the principal or the district's compliance officer identified in AR 1312.3. In addition, any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report his/her observation to the principal or a district compliance officer. The employee shall take these actions, whether or not the alleged victim files a complaint.

When a report or complaint of sexual harassment involves off-campus conduct, the principal shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If he/she determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the principal or compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with the district's uniform complaint procedures. Regardless of whether a formal complaint is filed, the principal or compliance officer shall take steps to investigate the allegations and, if sexual harassment is found, shall take prompt action to stop it, prevent recurrence, and address any continuing effects.

If a complaint of sexual harassment is initially submitted to the principal, he/she shall, within two school days, forward the report to the compliance officer to initiate investigation of the

complaint. The compliance officer shall contact the complainant and investigate and resolve the complaint in accordance with law and district procedures specified in AR 1312.3.

In investigating a sexual harassment complaint, evidence of past sexual relationships of the victim shall not be considered, except to the extent that such evidence may relate to the victim's prior relationship with the respondent.

In any case of sexual harassment involving the principal, compliance officer, or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or designee who shall determine who will investigate the complaint.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

### **Confidentiality**

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

However, when a complainant or victim of sexual harassment notifies the district of the harassment but requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the harassment or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.

When a complainant or victim of sexual harassment notifies the district of the harassment but requests that the district not pursue an investigation, the district will determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information) (cf. 5125 - Student Records)

# Response Pending Investigation

When an incident of sexual harassment is reported, the principal or designee, in consultation with the compliance officer, shall determine whether interim measures are necessary pending the results of the investigation. The principal/designee or compliance officer shall take immediate measures necessary to stop the harassment and protect students and/or ensure their access to the educational program. To the extent possible, such interim measures shall not disadvantage the complainant or victim of the alleged harassment. Interim measures may include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, in accordance with law and Board policy. The school should notify the individual who was harassed of his/her options to avoid contact with the

alleged harasser and allow the complainant to change academic and extracurricular arrangements as appropriate. The school should also ensure that the complainant is aware of the resources and assistance, such as counseling, that are available to him/her. As appropriate, such actions shall be considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school-sponsored or school-related programs or activities.

#### **Notifications**

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

A copy of the district's sexual harassment policy and regulation shall be posted on district and school web sites and, when available, on district-supported social media.

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(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
```

- 3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
- 4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
- 5. Be included in the student handbook
- 6. Be provided to employees and employee organizations

Regulation Approved: November 2, 2011 Revised: *May 16, 2018*  OXNARD SCHOOL DISTRICT

Oxnard, California

# OSD BOARD AGENDA ITEM

Name	of Contributor: <b>Dr. Je</b>	sus Vaca	Date of Meeting: May 16, 2018	
A.	Preliminary Study Session Report			
B.	Hearing:			
C.	Consent Agenda Agreement Category:			
		Academic Enrichment Special Education Support Services Personnel Legal Facilities		
D.	Action Items			
E.	Approval of Minutes			
F.	<b>Board Policies</b>	1 <sup>st</sup> Reading 2 <sup>nd</sup> Reading _	_ <u>X</u>	
APPROVAL OF NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES – BP 0410: Revision (Vaca)				
-	olicy has been updated	to reflect new laws, as recommend	led by the California School Boards	

Association (CSBA).

### **FISCAL IMPACT:**

None

### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised policy, as presented.

# **ADDITIONAL MATERIAL(S)**:

• BP 0410 Nondiscrimination in District Programs and Activities (five pages)

#### NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

The Board of Trustees Governing Board is committed to providing equal opportunity for all individuals in education. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

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(cf. 1240 - Volunteer Assistance)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 – Lactation Accommodation)
(cf. 4161.8/4261.8/4361.8 Family Care and Medical Leave)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment
(cf. 4161.8/4261.8/4361.8 – Family Care and Medical Leave)
(cf. 5131.2 – Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)
```

District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of any *derogatory or discriminatory name*, *image*, *practice*, *or other* barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

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(cf. 1330 – Use of Facilities)
```

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

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(cf. 1312.3 - Uniform Complaint Procedures)
```

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and other—related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, handbook, application form, or other materials distributed to these groups- and, as applicable, to the public. As appropriate, such notification shall be posted in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations and shall be posted on the district's web site and, when available, district-supported social media.

```
(cf. 1312.3 Uniform Complaint Procedures)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4031 Complaints Concerning Discrimination in Employment)
(cf. 4112.9/4214.9/4312.9 – Employee Notifications)
(cf. 5145.6 – Parental Notifications)
```

The district's nondiscrimination policy and related informational materials shall be published in a format that parent/guardians can understand. In addition, when 15 percent or more of a school's students speaks a single primary language other than English, those materials shall be translated into that other language.

#### **Access for Individuals with Disabilities**

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

```
(cf. 6132.2 6163.2 – Animals at School)
(cf. 7110 – Facilities Master Plan)
(cf. 7111 – Evaluating Existing Buildings)
```

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

```
(cf. 6020 - Parent Involvement)
(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)
```

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

```
(cf. 9320 Meetings and Notices)
(cf. 9322 Agenda/Meeting Materials)
```

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Assistant Superintendent, Human Resources and Support Services (title or position)

1051 South A Street, Oxnard, CA 93030
(address)
(805) 385.1501 extension 2051
(telephone number)

(email)

### Legal Reference:

#### **EDUCATION CODE**

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

#### **GOVERNMENT CODE**

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

#### PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

### **CODE OF REGULATIONS, TITLE 5**

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education <del>programs receiving state financial assistance</del>

#### UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

Legal Reference (continued):

#### UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

#### UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

#### CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

#### CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

#### Management Resources:

#### CSBA PUBLICATIONS

<u>Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex</u> Discrimination, July 2016

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-

Nonconforming Students, Policy Brief, February 2014

Interim Guidance Regarding Transgender Students, Privacy, and Facilities, September 27, 2013

Safe Schools: Strategies for Governing Board to Ensure Student Success, 2011

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Notice of Non-Discrimination, January, 1999

Protecting Students from Harassment and Hate Crime, January, 1999

Nondiscrimination in Employment Practices in Education, August, 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

**WEB SITES** 

CSBA: http://www.csba.org

California Department of Education: http://www.cde.ca.gov

California Department of Fair Employment and Housing: http://www.dfeh.ca.gov

Safe Schools Coalition: http://www.casafeschoolscoalition.org

Pacific ADA Center: http://adapacific.org

U.S. Department of Education, Office for Civil Rights:

http://www.ed.gov/about/offices/list/ocr/index.html

U.S. Department of Justice, Civil Rights Division, Americans with Disability Act: http://www.ada.gov

U.S. Equal Employment Opportunity Commission: http://www.eeoc.gov

World Wide Web Consortium, Web Accessibility Initiative: http://www.w3.org/wai

Policy OXNARD SCHOOL DISTRICT

adopted: October 19, 2011 Oxnard, California

revised: January 15, 2014, September 3, 2014, May 16, 2018

### OSD BOARD AGENDA ITEM

Name	of Contributor: <b>Dr. Je</b>	Date of Meeting: <b>May 16, 2018</b>	
A.	Preliminary Study Session Report		
B.	Hearing:		
C.	Consent Agenda Agreement Category:		
		Academic	
		Enrichment	
		Special Education	on
		Support Service	S
		Personnel	
		Legal	
		Facilities	
D.	Action Items		
E.	Approval of Minutes		
F.	<b>Board Policies</b>	1 <sup>st</sup> Reading 2 <sup>nd</sup> R	eading X
APPR (Vaca)		M COMPLAINT PROCED	URES – BP and AR 1312.3: Revision

The policy and regulation have been updated to reflect new laws, as recommended by the California School Boards Association (CSBA).

### **FISCAL IMPACT:**

None

### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised policy and regulation, as presented.

# **ADDITIONAL MATERIAL(S):**

- BP 1312.3 Uniform Complaint Procedures (seven pages)
- AR 1312.3 Uniform Complaint Procedures (20 pages)

#### UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to comply ensure compliance with applicable state and federal laws and regulations governing educational programs. The district shall investigate complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, and bullying, and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures. (5 CCR 4600-4670) A complaint may also be filed regarding violations of state laws or regulations related to pupil fees. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing consolidated categorical aid programs, after school education and safety programs, tobacco use prevention education, compensatory education, Every Child Succeeds Act/No Child Left Behind, migrant education, child care and development programs, child nutrition programs, and special education programs and any other district-implemented program which is listed in Education Code 64000(a). (5 CCR 4610) After School Education and Safety programs, agricultural vocational education, American Indian education centers and early childhood education program assessments, bilingual education, peer assistance and review programs for teachers, career technical and technical education and training programs, child care and development programs, child nutrition programs, compensatory education, consolidated categorical aid programs, Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational Centers and Programs, school safety plans, special education programs, State Preschool Programs, Tobacco-Use Prevention Education programs, and any other district-implemented program which is listed in Education Code 64000(a).

```
(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5131.62 - Tobacco)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
```

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any *student*, *employee*, *or other* person *participating* in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, *immigration status*, ethnic group identification, age, religion, marital or parental status, *pregnancy, parental status*, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610).

```
(cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 4030 - Nondiscrimination in Employment) (cf. 5145.3 - Nondiscrimination/Harassment) (cf. 5145.7 - Sexual Harassment)
```

3. Any complaint alleging district noncompliance with the requirement to provide 2reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222).

```
(cf. 5146 - Married/Pregnant/Parenting Students)
```

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610).

```
(cf. 3260 - Fees and Charges)
(cf. 3320 - Claims and Actions Against the District)
```

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075).

```
(cf. 0460 - Local Control and Accountability Plan)
```

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2).

- 7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a or a former juvenile court school student alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework
  - satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2).

```
(cf. 6173 - Education for Homeless Children)
(cf. 6173.3 - Education for Juvenile Court School Students)
```

8. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions). (Education Code 51228.3)

```
(cf. 6152 Class Assignment)
(cf. 6142.7 - Physical Education and Activity)
```

- 9. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.
- 10. Any other complaint as specified in a district policy.

The Board prohibits any form of retaliation against any complainant in the complaint process. The Board shall ensure that complainants are protected from retaliation and the identity of a complainant alleging discrimination, harassment, intimidation, or bullying, will remain confidential as appropriate. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedure, whenever all parties to a complaint agree to try to resolve the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed.

The Board acknowledges and respects every individual's right to privacy. Discrimination, harassment, intimidation, or bullying complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case by case basis.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if he/she is different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

```
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information) (cf. 5125 - Student Records) (cf. 9011 - Disclosure of Confidential/Privileged Information)
```

Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

- 1. Sufficiency of textbooks or instructional materials
- 2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff
- 3. Teacher vacancies and misassignments

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

```
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
```

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.

```
(cf. 3580 - District Records)
```

## Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

- 2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
- 3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

#### Legal Reference:

#### **EDUCATION CODE**

200-262.4 Prohibition of discrimination

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289 School safety plan, uniform complaint procedure

33380-33384 California Indian Education Centers

35186 Williams uniform complaint procedure

44500-44508 California Peer Assistance and Review Program for Teachers

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49069.5 Rights of parents

49490-49590 Child nutrition programs

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements

#### 51228.1 51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

## 52800 52870 School based coordinated programs

54000-54028 Economic impact aid programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 consolidated application process

### **GOVERNMENT CODE**

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment Housing Act

#### **HEALTH AND SAFETY CODE**

104420 Tobacco-Use Prevention Education

#### PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

## CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

#### CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

### UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I basic programs

6601 6777 Title II preparing and recruiting high quality teachers and principals

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Sections 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

#### Management Resources:

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample UCP Board Policies and Procedures

#### U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

#### U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

**WEB SITES** 

CSBA: http://www.csba.org

California Department of Education: http://www.cde.ca.gov

Family Policy Compliance Office: http://familypolicy.ed.gov

U.S. Department of Education, Office for Civil Rights:

http://www.ed.gov/about/offices/list/ocr/index.html

U.S. Department of Justice: http://www.justice.gov

### Policy OXNARD SCHOOL DISTRICT

Adopted: October 19, 2011 Oxnard, California

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016;

January 18, 2017; May 16, 2018

#### UNIFORM COMPLAINT PROCEDURES

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

```
(cf. 1312.1 - Complaints Concerning District Employees)
```

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 4030 - Nondiscrimination in Employment)

### Compliance Officers

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee(s) to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

```
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
```

```
Assistant Superintendent, Human Resources and Support Services
(title or position)
1051 South A Street, Oxnard, CA 93030
(address)
(805) 385-1501 ext. 2050
(telephone number)
(email)
```

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

This document presents information about how the Oxnard School District processes UCP complaints concerning particular programs or activities in which we receive state or federal funding. A complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, including the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, which may include an allegation of unlawful discrimination, harassment, intimidation, and bullying. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or allegations of unlawful discrimination, harassment, intimidation, and bullying in programs and activities funded directly by the state or receiving any financial assistance from the state. If the complainant is unable to put the complaint in writing, due to conditions such as a disability or illiteracy, the public agency shall assist the complainant in the filing of the complaint.

Programs or activities in which the Oxnard School District receives state or federal funding are:

- Consolidated Categorical Aid Programs
- Migrant Education
- Child Care and Developmental Programs
- Child Nutrition Programs
- Special Education Programs
- Safety Planning Requirements

This document also applies to the filing of complaints which allege unlawful discrimination (such as harassment, intimidation, and bullying) or retaliation against any protected group, including those with actual or perceived characteristics such as age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, disability, nationality, national origin, race or ethnicity, religion, sex, sexual orientation, marital or parental status, or genetic information or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by a local agency, which is funded directly by, or that receives or benefits from any state financial assistance.

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

- 1. Allegations of child abuse shall be referred to County Dept. of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
- 2. Health and safety complaints regarding a Child Development Program shall be referred to Dept. of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing exempt facilities.

- 3. Employment discrimination complaints shall be sent to the State Dept. of Fair Employment and Housing (DFEH).
- 4. Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

### The responsibilities of the Oxnard School District

The Oxnard School District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate complaints alleging failure to comply with applicable state and federal laws and regulations, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities and/or alleging discrimination, harassment, intimidation, and bullying and seek to resolve those complaints in accordance with our UCP procedures.

Our UCP policies shall ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, and bullying remain confidential as appropriate. We submitted our UCP policies and procedures to our local governing board for approval and adoption (see the top of this document for final adoption date).

The person responsible for receiving and investigating complaints and ensuring our compliance with state and federal laws and regulations is:

Name or title:	Assistant Superintendent, Human Resources and Support Services
Address:	1051 South A Street, Oxnard, CA 93030
Phone Number:	(805) 385-1501 ext. 2050

We ensure that the person above, who is responsible for compliance and/or investigations, is knowledgeable about the laws/programs that he/she is assigned to investigate.

We shall annually notify in writing our students, employees, parents or guardians of our students, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties of our UCP process, including the opportunity to appeal to our governing board and the provisions of this document by disseminating the UCP Annual Notice to all of the above required groups each school year. An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

Our UCP Annual Notice shall also advise the recipient of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation, and bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3. Our UCP Annual

Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

Our UCP Annual Notice shall also advise that the U.S. Department of Education Office for Civil Rights ("OCR") is a resource available to complainants to resolve discrimination complaints. The OCR can be contacted at:

San Francisco Office
Office for Civil Rights
U.S. Department of Education
50 Beale Street, Suite 7200
San Francisco CA 94105-1813
Telephone: 415-486-5555

FAX: 415-486-5570; TDD: 1-800-877-8339 Email: ocr.sanfrancisco@ed.gov

A copy of this UCP complaint policies and procedures document shall be available free of charge.

### Filing a complaint with the Oxnard School District

Williams Complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff, and teacher vacancies or misassignments, complaints regarding the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or complaints that allege discrimination, harassment, intimidation, and bullying, any individual, public agency or organization may file a written complaint with our district superintendent or his or her designee alleging a matter which, if true, would constitute a violation by our LEA of federal or state law or regulation governing a program.

An investigation of alleged unlawful discrimination, harassment, intimidation, and bullying, shall be initiated by filing a complaint no later than six months from the date the alleged violation of discrimination, harassment, intimidation, or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged violation of discrimination, harassment, intimidation, and bullying.

The time for filing may be extended in writing by our district superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. The period for filing may be extended by our superintendent or his or her designee for good

cause for a period not to exceed 90 calendar days following the expiration of the six month time period. Our superintendent shall respond immediately upon a receipt of a request for extension.

An investigation regarding the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, shall be initiated by filing a complaint no later than one year from the date the alleged violation occurred.

The complaint shall be filed by one who alleges that he or she has personally suffered a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or unlawful discrimination, harassment, intimidation, and bullying or by one who believes an individual or any specific class of individuals has been subjected to a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, and bullying prohibited by this part.

An investigation of a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, and bullying complaint shall be conducted in a manner that protects confidentiality of the parties and maintains the integrity of the process.

A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

If we find merit in a pupil fees, LCAP, and/or a Course Period without Educational Content complaint, we shall provide a remedy. Specifically, in Course Period without Educational Content complaints, the remedy shall go to the affected pupil. In LCAP and pupil fee complaints, the remedy shall go to all affected pupils, parents and guardians, which in the case of pupil fees, also includes reasonable efforts by us to ensure full reimbursement to all affected pupils, parents and guardians subject to procedures established through regulations adopted by the state board.

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Except for Williams Complaints, within 60 calendar days from the date of the receipt of the complaint, we shall conduct and complete an investigation of the complaint in accordance

with our UCP policies and procedures and prepare a written Decision; also known as a final report. This time period may be extended by written agreement of the complainant.

The investigation shall include an opportunity for the complainant, or the complainant's representative, or both, to present the complaint(s) and evidence or information leading to evidence to support the allegations of non-compliance with state and federal laws and/or regulations.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the Oxnard School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

We shall issue a Decision based on the evidence. The Decision shall be in writing and sent to the complainant within 60 calendar days from receipt of the complaint by the local educational agency. The Decision should contain:

- (i) the findings of fact based on the evidence gathered,
- (ii) conclusion of law,
- (iii) disposition of the complaint,
- (iv) the rationale for such disposition,
- (v) corrective actions, if any are warranted,
- (vi) notice of the complainant's right to appeal our LEA Decision of a UCP complaint regarding all specified federal and state educational programs subject to the UCP to the District Superintendent or CDE, and
- (vii) procedures to be followed for initiating an appeal to the District Superintendent or CDE

Specifically, a complainant may appeal decisions and/or findings involving allegations of discrimination, harassment, intimidation, or bullying to the District Superintendent within 15 days of the issuance of the Decision. The complainant shall specify the reason(s) for

appealing the Decision to the Superintendent and include a copy of the Decision. The Superintendent, or his/her designee, shall issue a final written letter of findings to the complainant regarding the disposition of the appeal and rationale for the disposition.

Additionally, any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

The written appeal shall specify the reason(s) for appealing the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and include a copy of the Decision. (5 CCR 4632).

The California Department of Education can be contacted at:

Office of Equal Opportunity
California Department of Education
1430 N Street
Sacramento CA 95814
Phone: 916-445-9174

Facsimile: 916-324-9818

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development) (cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

### **Notifications**

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. The notification shall include information regarding the prohibition of discrimination, harassment, intimidation, and bullying; unlawful student fees; local control and accountability plan (LCAP) requirements; and requirements related to the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families. (Education Code 262.3, 48853, 48853.5, 49010-49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

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(cf. 0420 - School Plans/Site Councils)
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(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

### The notice shall:

- 1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
- 2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
- 3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).

#### *4. Include statements that:*

a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.

- b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
- c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
- d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.
- e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.
  - If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.
- f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
- g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.
- h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

- i. A foster youth, homeless student, former juvenile court school student, or child of a military family who transfers into a district high school or between district high schools as applicable shall be notified of the district's responsibility to:
  - (1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed
  - (2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency
  - (3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1
- j. The complainant has a right to appeal the district's decision to CDE by filing a written appeal within 15 calendar days of receiving the district's decision.
  - In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.
- k. The appeal to CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
- *l.* Copies of the district's UCP are available free of charge.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

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(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
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The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

## District Responsibilities

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

All complainants shall be protected from retaliation.

### Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy

(item #1 of the section "Complaints Subject to the UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)

- 2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)
- 3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
- 4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
- 5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

#### Mediation

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However,

mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint. The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

# **Investigation of Complaint**

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

## Report of Findings

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint.

Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's

decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

#### Final Written Decision

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

*For all complaints, the decision shall include: (5 CCR 4631)* 

- 1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - *f. Past false allegations made by the complainant*
- 2. The conclusion(s) of law
- 3. Disposition of the complaint

# 4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. The manner in which the misconduct affected one or more students' education
- b. The type, frequency, and duration of the misconduct
- *c.* The relationship between the alleged victim(s) and offender(s)
- d. The number of persons engaged in the conduct and at whom the conduct was directed
- e. The size of the school, location of the incidents, and context in which they occurred
- f. Other incidents at the school involving different individuals
- 5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent
- b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
- c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence

6. Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

- 1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)
- 2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
- 3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

#### Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

- 1. Counseling
- 2. Academic support

- 3. Health services
- 4. Assignment of an escort to allow the victim to move safely about campus
- 5. Information regarding available resources and how to report similar incidents or retaliation
- 6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
- 7. Restorative justice
- 8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
- 9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

- 1. Transfer from a class or school as permitted by law
- 2. Parent/guardian conference
- 3. Education regarding the impact of the conduct on others
- 4. Positive behavior support
- 5. Referral to a student success team
- 6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
- 7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person. If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

# Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision of a complaint regarding any specified federal or state educational program subject to the UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

- 1. A copy of the original complaint
- 2. A copy of the written decision

- 3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
- 4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
- 5. A report of any action taken to resolve the complaint
- 6. A copy of the district's uniform complaint procedures
- 7. Other relevant information requested by the CDE

Nothing in this document shall prohibit anyone involved in the complaint from utilizing alternative methods to resolve the allegations, such as mediation. Nor are we prohibited from resolving complaints prior to the formal filing of a written complaint. Mediation is a problem solving activity whereby a third party assists the parties to the dispute in resolving the complaint.

#### **State and Federal Laws cited:**

- 1. 34 Code of Federal Regulations [CFR] §§ 300.510-511
- 2. California Code of Regulations [CCR] Title 5 §§ 4600-4687
- 3. California Code of Regulations [CCR] Title 5 § 4610(b)
- 4. California Code of Regulations [CCR] Title 5 § 4622
- 5. California Code of Regulations [CCR] Title 5 §§ 4630–4631
- 6. California Education Code [EC] §§ 200, 220, 262.3
- 7. California Education Code [EC] § 262.3(d)
- 8. California Education Code [EC] § 35186
- 9. Government Code [GC] §§ 11135, 11138

Regulation OXNARD SCHOOL DISTRICT

approved: October 19, 2011 Oxnard, California

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016;

January 18, 2017; May 16, 2018

# OSD BOARD AGENDA ITEM

Name	of Contributor: Robin I. Fre	Date of Meeting: 5/16/18
A.	Preliminary	
	Study Session	
_	Report	
B.	Hearing:	
C.	Consent Agenda	
		at Category:
		emic
		hment
		al Education
		ort Services
		nnel
D	A -4: Tt	ties
D.	Action Items	
E.	Approval of Minutes	Danding V
F.	Board Policies 1 <sup>st</sup> Reading	Reading <u>A</u>
STUI	DENT ASSESSMENT – Revis	6162.5 (Freeman)
Langu	age was added and deleted to E	to align with the district's goals for Student Assessment.
		ont on the attached. The deleted language is indicated by
	through on the attached.	
	O	
<b>FISC</b>	AL IMPACT:	
None		
REC	OMMENDATION:	
It is th	na recommendation of the Assis	intendent Educational Services that the Board of Trustees
	ve the revisions to BP 6162.5 as	
ADD	TIONAL MATERIAL:	
BP 61	62.5 (3 pages)	

Instruction BP 6162.5(a)

#### STUDENT ASSESSMENT

The Board of Trustees recognizes that student assessments are an important instructional and accountability tool. Assessment data shall be used to help determine individual students' progress, mastery of academic standards, appropriate placement in district programs, and/or eligibility for graduation. In addition, program effectiveness and staff evaluations shall, as appropriate, be based in part on indicators of student achievement. To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments.

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(cf.6162.51 –State Academic Achievement Tests)
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Assessment data shall be used to help determine individual students' progress, mastery of academic standards, and appropriate placement in district programs. In addition, summary data on student assessment results shall be used by the district to identify and review student achievement goals in the district's local control and accountability plan, and evaluate district educational programs in order to identify needed improvements.

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(cf. 0460-Local Control and Accountability Plan)
(cf. 0500 - Accountability)
(cf. 2140 - Evaluation of the Superintendent)
(cf. 4115 - Evaluation/Supervision)
(cf. 4315 - Evaluation/Supervision)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5123 - Promotion/Acceleration/Retention)
(cf. 6011 - Academic Standards)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6190 - Evaluation of the Instructional Program)
```

To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments. As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, or school site to allow for critical analysis of student needs.

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(cf. 5121 Grades/Evaluation of Student Achievement)
(cf. 6142.7 Physical Education and Activity)
(cf. 6162.51 Standardized Testing and Reporting Program)
(cf. 6162.52 High School Exit Examination)
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In selecting or developing a district assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it corresponds to the material that is being taught.

The Superintendent or designee shall ensure that assessments are administered in accordance with law and the test publisher's directions and that test administration procedures are fair and equitable for all students.

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(cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 6162.54 - Test Integrity/Test Preparation)
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## STUDENT ASSESSMENT (continued)

As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.

The Superintendent or designee shall provide professional development to assist teachers and paraeducators in interpreting and using assessment data to improve student performance and the instructional program.

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(cf. 4131 - Staff Development)
(cf. 4331 – Staff Development)
(cf. 4222 - Teacher Aides/Paraeducators)
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When districtwide and school-level results of student assessments are published by the state, the Superintendent or designee may provide supplementary information to assist parents/guardians and the local community in interpreting test results and evaluating school performance. understanding test results.

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(cf. 0510 - School Accountability Report Card)
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#### Interim and Formative Assessments

State interim and formative assessments may be used in combination with other sources of information to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Results from interim and formative assessments shall not be used for any high-stakes purpose, including, but not limited to, teacher or other school staff evaluation, accountability, student grade promotion or retention, course or class placement, identification for gifted or talented education, reclassification of English Learners, or identification as an individual with exceptional needs. (Education Code 60642.6, 60642.7)

```
(cf. 5123 – Promotion/Acceleration/Retention)
(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)
(cf. 6172 – Gifted and Talented Student Program)
(cf. 6174 – Education for English Learners)
```

The Superintendent or designee shall ensure that teachers who administer interim and formative assessments have access to all functions and information designed for teacher use related to such assessments and student performance on the assessments. (Education Code 60642.6)

#### Legal Reference:

#### **EDUCATION CODE**

313 Assessment of English language development
10600-10610 California Education Information System
44660-44665 Evaluation and assessment of performance of certificated employees (Stull Act)
51041 Evaluation of educational program
51450-51455 Golden State Seal Merit Diploma
60600-60649 Assessment of academic achievement, especially:

Oxnard, California

# **STUDENT ASSESSMENT** (continued)

60640-60649 Standardized Testing and Reporting Program

60800 Physical fitness testing

60810-60812 Assessment of English language development

60850 60859 High school exit examination

60900 California Longitudinal Pupil Achievement Data System

CODE OF REGULATIONS, TITLE 5

850-870 Standardized Testing and Reporting program

1200 1225 High School Exit Examination

UNITED STATES CODE, TITLE 20

9622 National Assessment of Educational Progress

#### Management Resources:

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Key Elements of Testing, 2004

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Teachers' Use of Student Data Systems to Improve Instruction, 2007

**WEB SITES** 

CSBA: http://www.csba.org

California Department of Education, Testing and Accountability: http://www.cde.ca.gov/ta

Educational Testing Service: http://www.ets.org U.S. Department of Education: http://www.ed.gov

Policy OXNARD SCHOOL DISTRICT

Revised: May 16, 2018

adopted: November 16, 2011



# OXNARD SCHOOL DISTRICT

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

# SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2018

BOARD MEETINGS WILL BE HELD ON THE FOLLOWING DATES (UNLESS OTHERWISE INDICATED) AT THE DISTRICT OFFICE BOARD ROOM, 1051 SOUTH 'A' STREET, STARTING AT 7:00 PM

January	17	Regular Board Meeting (Note: only ONE meeting in January)
February	7	Regular Board Meeting
	21	Regular Board Meeting
March	7	Regular Board Meeting
	21	Regular Board Meeting
April	18	Regular Board Meeting (Note: only ONE meeting in April)
May	2	Regular Board Meeting
	16	Regular Board Meeting
June	6	Regular Board Meeting
	20	Regular Board Meeting
July		District Dark – No meeting in July
August	8	Regular Board Meeting
	22	Regular Board Meeting
September	5	Regular Board Meeting
	19	Regular Board Meeting
October	10	Regular Board Meeting
	24	Regular Board Meeting
November	14	Regular Board Meeting (Note: only ONE meeting in November)
December	12	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

The meeting schedule shown above is subject to change at any time. NOTE: Changes are indicated in italics/bold.

Spring Break: March 26 – April 6, 2018 First Day of School: August 16, 2018

Board Approved: 12-6-17

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