

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

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

## AGENDA REGULAR BOARD MEETING Wednesday, April 17, 2024

**5:00 PM - Open Meeting**  
**5:30 PM - Study Session**  
**7:00 PM - Return to Regular Board Meeting**

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

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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

April 17, 2024

**Section A: PRELIMINARY**

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

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

ROLL CALL VOTE:

Rodriguez\_\_\_ , Gonzales \_\_\_ , Melanephy \_\_\_, Madrigal Lopez\_\_\_, Robles-Solis \_\_\_

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

Rosaura Castellanos, Principal, Harrington School, will introduce Sadie Serrato, 3rd grade student in Ms. Cano's class at Harrington, who will lead the audience in the Pledge of Allegiance.

**A.3. District's Vision and Mission Statement**

The District's Mission and Vision Statement will be read in English by Caileen Garcia, 3rd grade student in Mrs. Walrod's class at Harrington School, and in Spanish by Julian Ruiz, 5th grade student in Mrs. Andrade's class at Harrington School.

**A.4. Presentation by Harrington School**

Rosaura Castellanos, Principal, Harrington School, will provide a short presentation to the Board regarding Harrington. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

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

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez\_\_\_ , Gonzales \_\_\_ , Melanephy \_\_\_, Madrigal Lopez\_\_\_, Robles-Solis \_\_\_

**A.6. Recognition of Alpha Kappa Alpha African American Speech Exposition Winners (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners of the Alpha Kappa Alpha African American Speech Exposition, held at Marshall School on Saturday, February 24, 2024.

1st place: Sebastian Kempton - Harrington School

2nd place: Jaylee Gomez - Ramona School

3rd place: Amiah-Faith Weaver -Marshall School

**A.7. Recognition of Oxnard School District Spelling Bee Winners (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners of the Oxnard School District Spelling Bee, held at McAuliffe School on Tuesday, February 20, 2024.

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1st Place: Sophia Hori - Soria School  
2nd Place: Isaac Cortez - Marina West School

**A.8. Recognition of Lopez Staff Members (DeGenna)**

Dr. Ana DeGenna, Superintendent, will recognize the heroic actions of Lopez staff members during a recent crisis at the school site.

**A.9. Study Session - Mental Health and Wellness Overview (Fox/Nocero)**

The Assistant Superintendent, Educational Services, and the Director of Pupil Services will present a study session regarding the OSD School-Based Mental Health and Wellness Team.

**A.10. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)**

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

**A.11. Closed Session**

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- Case #2023-CUOE015904
- OAH Case #2023120693

- Anticipated Litigation:

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

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release

**A.12. Reconvene to Open Session (7:00 PM)**

**A.13. Report Out of Closed Session**

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

**A.14. Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)**

Introduction of newly appointed Oxnard School District administrators:

- Rob Scheerger, Manager, Special Education
- Sarah Verduzco, Assistant Director, Child Nutrition Services

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## Section B: PUBLIC COMMENT/HEARINGS

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

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

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

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

### **B.2. Conduct Public Hearing and Consider Adoption of Resolution No. 23-15 of the Board of Trustees of the Oxnard School District to Adopt the Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Study Prepared for the Oxnard School District by Woolpert, Inc. Pursuant to Government Code Section 66016.5 (Mitchell)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees adopt Resolution No. 23-15, and adopt the Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Study Prepared for the Oxnard School District by Woolpert, Inc. Pursuant to Government Code Section 66016.5.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_, Gonzales \_\_, Melanephy \_\_, Madrigal Lopez \_\_, Robles-Solis \_\_

### **B.3. Conduct Public Hearing and Consider Adoption of Resolution No. 23-17 of the Board of Trustees of the Oxnard School District to Update Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 (Mitchell)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees adopt Resolution No. 23-17, updating the statutory school fees imposed on new residential and commercial/industrial development projects pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 17, 2024, 60 days after the adoption date at the public hearing.

Board Discussion:

Moved:

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Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

### **Section C: CONSENT AGENDA**

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

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

#### **C.1. Request for Approval of Out-of-State Conference Attendance (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees approve out-of-state conference attendance for Sofia Camarena, Diana Huizar, Eliseo Tavira and Alma Limon to attend the American Association of Interpreters and Translators in Education's (AAITE) EDU-CON 2024 conference May 2-4, 2024 in Washington, DC, in the amount not to exceed \$2,000.00 per attendee, to be paid out of Title III Funds.

#### **C.2. Certification of Signatures (Mitchell)**

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

#### **C.3. Enrollment Report (Mitchell)**

District enrollment as of March 22, 2024 was 13,510. This is 674 less than the same time last year.

#### **C.4. Purchase Order/Draft Payment Report #23-09 (Mitchell/Franz)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #23-09 as submitted.

#### **C.5. Ratification of Allocations of Offsite Improvements Contract Contingency #6 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

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It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #6 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00). There have been allocations totaling One Hundred Seven Thousand Three Hundred Forty-Four Dollars and Sixty-Two Cents (\$107,344.62) leaving a fund balance of Forty-Two Thousand Six Hundred Fifty-Five Dollars and Thirty-Eight Cents (\$42,655.38).

**C.6. Ratification of Allocations of Contract Contingency #007 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #7 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00). There have been allocations totaling Two Hundred Sixty-Four Thousand Three Hundred Fifty-Three Dollars and Twenty-One Cents (\$264,353.21) leaving a fund balance of Five Hundred Thirty-Three Thousand Three Hundred Thirteen Dollars and Seventy-Nine Cents (\$533,313.79).

**C.7. Ratification of Allocations of Project E&O Contingency #8 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #8 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00). There have been allocations totaling One Hundred Sixty-Nine Thousand Six Hundred Eighty-Five Dollars and Five Cents (\$169,685.05) leaving a fund balance of Seven Hundred Twenty-Seven Thousand Six Hundred Eighty-Nine Dollars and Ninety-Five Cents (\$727,689.95).

**C.8. Ratification of Allocations of Contract Contingency #009 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #009 Approval Documents as presented and the distributions of

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the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00). There have been allocations totaling Two Hundred Seventy-Four Thousand Eight Hundred Twenty-Five Dollars and Twenty-Six Cents (\$274,825.26) leaving a fund balance of Five Hundred Twenty-Two Thousand Eight Hundred Forty-One Dollars and Seventy-Four Cents (\$522,841.74).

**C.9. Ratification of Allocations of Contract Contingency #10 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease- Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #10 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00). There have been allocations totaling Three Hundred Six Thousand Seven Hundred Fifty-Nine Dollars and Forty-One Cents (\$306,759.41) leaving a fund balance of Five Hundred Ninety Thousand Six Hundred Fifteen Dollars and Fifty-Nine Cents (\$590,615.59).

**C.10. Ratification of Allocations of Contract Contingency #11 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #11 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00). There have been allocations totaling Three Hundred Twenty-Two Thousand One Hundred Thirty-Nine Dollars and Forty-Nine Cents (\$322,139.49) leaving a fund balance of Four Hundred Seventy-Five Thousand Five Hundred Twenty-Seven Dollars and Fifty-One Cents (\$475,527.51).

**C.11. Ratification of Allocations of Contract Contingency #12 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose. Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #12 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents

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(\$797,667.00). There have been allocations totaling Four Hundred Forty-Eight Thousand One Hundred Eighty-Two Dollars and Twenty-Five Cents (\$448,182.25) leaving a fund balance of Three Hundred Forty-Nine Thousand Four Hundred Eighty-Four Dollars and Seventy-Five Cents (\$349,484.75).

**C.12. Ratification of Allocations of Contract Contingency #13 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #13 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00). There have been allocations totaling Three Hundred Ninety-Four Thousand One Hundred Thirty-Five Dollars and Sixty-One Cents (\$394,135.61) leaving a fund balance of Five Hundred Three Thousand Two Hundred Thirty-Nine Dollars and Thirty-Nine Cents (\$503,239.39).

**C.13. Rejection of Formal Bid Award, Bid #23-07, Pavement Rehab Project 2024 - Ritchen School (Mitchell/Miller)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees reject the bid received for Bid #23-07, Pavement Rehab Project 2024 at Ritchen School.

**C.14. Rejection of Formal Bid Award, Bid # 23-09, Ritchen Elementary School Modernization Project (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with CFW Inc., that the Board of Trustees reject the bids received for Bid #23-09, Ritchen Elementary School Modernization Project.

**C.15. Acceptance of Disclosure of Collective Bargaining Agreement with OEA (Mitchell/Núñez)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for OEA, for a 4% on-schedule salary increase, retroactive to July 1, 2023, and a 2% one time, off-schedule salary increase, retroactive to July 1, 2023, in the amount of \$5,270,553.00, to be paid from a combination of LCFF Supplemental & Concentration, and various Restricted Resources.

**C.16. Approval of the 2023-24 Quarterly Report on Williams Uniform Complaints, Third Quarter (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2023-24 Quarterly Report on Williams Uniform Complaints, Third Quarter, as presented.

**C.17. Establishment and Abolishment of Positions (Torres/Fuentes)**

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

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abolishment of positions as presented.

**C.18. Personnel Actions (Torres/Fuentes)**

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

**Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

**C.19. Approval of Agreement #23-233 – Shelter Care Resources (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-233 with Shelter Care Resources, for programs such as Food Pantry, Clothing and Hygiene Closet, and Housing Assistance to assist students and their families, April 18, 2024 through June 30, 2025, at no cost to Oxnard School District.

**C.20. Approval of Agreement #23-255 – Dynamic Influence (Fox/Tapia)**

It is the recommendation of the Principal, Drifill School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-255 with Dynamic Influence, to provide two presentations for students titled "Let's Talk Respect" (Grades 6-8) and "Seeing Through the Vapor" (Grades 6-7), April 18, 2024 through June 30, 2024, in the amount of \$5,495.00, to be paid out of Title 1 Funds.

**C.21. Approval of Agreement #23-267 – United Way of Ventura County (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-267 with United Way of Ventura County, to conduct preventive on-site oral health education, screening, and fluoride varnish application events for students during the 2023-2024, 2024-2025, and 2025-2026 school years, at no cost to Oxnard School District.

**C.22. Award of Formal Bid #23-06 and Approval of Agreement #23-279 J&H Engineering General Contractors - Pavement Rehab Project 2024 (Lopez, Marina West, and Ramona Schools) (Mitchell/Miller)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #23-06, Pavement Rehab Project 2024 – Lopez, Marina West, and Ramona Schools, and enter into Agreement #23-279 with J & H Engineering General Contractors, Inc., in the amount of \$1,010,262.78, to be paid out of Deferred Maintenance funds.

**C.23. Award of Formal Bid #23-08 and Approval of Agreement #23-281 BC Rincon Construction, Inc. - Pavement Rehab Project 2024 (Kamala, McAuliffe, and Sierra Linda Schools) (Mitchell/Miller)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #23-08, Pavement Rehab Project 2024 – Kamala, McAuliffe, and Sierra Linda Schools and enter into Agreement #23-281 with BC Rincon Construction Inc., in the amount of \$893,727.65, to be paid out of Deferred Maintenance Funds.

**C.24. Approval of Agreement #23-284 – Mobile Ed Productions Inc. (Fox/Higa)**

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It is the recommendation of the Principal at Frank Academy, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-284 with Mobile Ed Productions Inc., to provide a Sky Dome planetarium performance (an assembly about the solar system through a portable and inflatable planetarium) at Frank Academy on June 4, 2024, in the amount not to exceed \$1,795.00, to be paid out of Title 1 Funds.

### **Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

**C.25. Ratification of Amendment #1 to Agreement #22-212 - Ventura County Office of Education/SELPA (Fox/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-212 with Ventura County Office of Education/SELPA, for updated contract services from Social Emotional Specialists during the 2023-2024 school year, in the amount not to exceed \$49,585.44, to be paid out of Special Education Funds.

**C.26. Ratification of Amendment #1 to Agreement #23-01 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #23-01 with Ventura County Office of Education/SELPA, for updated contract services from Special Orientation and Mobility Specialists for the Special Education department during the 2023-2024 school year, in the amount not to exceed \$36,560.88, to be paid out of Special Education Funds.

**C.27. Ratification of Amendment #1 to Agreement #23-02 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #23-02 with Ventura County Office of Education/SELPA, to reflect updated contract services for Physical Therapy Specialists for the Special Education department during the 2023-2024 school year, in the amount of \$39,133.51, to be paid out of Special Education Funds.

**C.28. Amendment #1 to Agreement #23-70 – Dial Security (Mitchell/Miller)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees ratify Amendment #1 to Agreement #23-70 with Dial Security, for additional services through June 30, 2024 for the new Rose Avenue School site, in the amount of \$1,687.50, to be paid out of Routine Restricted Maintenance Funds.

**C.29. Ratification of Agreement #23-285 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-285 with Fillmore Unified School District, to provide a program of instruction for Fillmore Unified School District student #HZ071413 for the 2023-2024 school year which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement, the amount of \$79,803.69 to be reimbursed to Oxnard School District.

**C.30. Ratification of Agreement #23-286 – Ojai Unified School District for Oxnard School**

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**District to provide DHH Services (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-286 with Ojai Unified School District, for providing a program of instruction for Ojai Unified School District student #RS082617 during the 2023-2024 school year which is consistent with the pupil’s individual educational plan as specified in the Individual Service Agreement, the amount of \$79,803.69 to be reimbursed to Oxnard School District.

**C.31. Ratification of Agreement #23-287 – Ocean View School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-287 with Ocean View School District, for providing a program of instruction for Ocean View School District student #AA080514 during the 2023-2024 school year which is consistent with the pupil’s individual educational plan as specified in the Individual Service Agreement, the amount of \$79,803.69 to be reimbursed to Oxnard School District.

**C.32. Ratification of Agreement #23-288 with Atlas Technical Consultants LLC for the Doris/Patterson Site (Mitchell/Miller/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees ratify Agreement #23-288 with Atlas Technical Consultants LLC, to provide a 5-year re-assessment report on the initial Site Assessment, PEA report, and Soils Management Plan for the Doris Patterson project site, in the amount of \$2,350.00, to be paid by Master Construct and Implementation Funds.

**Section D: ACTION ITEMS**

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

**D.1. Approval of Implementation of PARS Early Retirement Incentive (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees approve the implementation of the PARS Early Retirement Incentive, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_, Gonzales \_\_, Melanephy \_\_, Madrigal Lopez \_\_, Robles-Solis \_\_

**D.2. Consideration and Adoption of Resolution #23-19 of the Oxnard School District Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Election Order” to be held on November 5, 2024 (DeGenna)**

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #23-19 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Election Order” to be held on November 5, 2024.

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

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.3. Approval of Proposition 28 Arts and Music in School Funding School Plans 2024-2025 (Fox)**

It is the recommendation of the Assistant Superintendent of Educational Services that the Board of Trustees approve the Proposition 28 Arts and Music in School Funding School Plans 2024-2025, as presented.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.4. Approval of the Arts, Music, and Instructional Materials (AMIM) Discretionary Block Grant Expenditure Plan (Mitchell/Núñez)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services, that the Board of Trustees approve the Arts, Music, and Instructional Materials (AMIM) Discretionary Block Grant Expenditure Plan, in the amount of \$8,408,570.00.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.5. Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2023-2024 Collective Bargaining Agreement (Torres/Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees adopt the 2023-2024 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), fiscal impact of \$5,797,608.00, to be paid from the General Fund.

Board Discussion:  
Moved:

---

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

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

## **Section E: APPROVAL OF MINUTES**

### **E.1. Approval of Minutes (DeGenna)**

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

- March 6, 2024 Regular Meeting
- March 11, 2024 Special Meeting
- March 20, 2024 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

## **Section F: BOARD POLICIES**

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

### **F.1. First Reading - E 9270 Conflict of Interest (Mitchell)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services that the Board of Trustees review the revisions to E 9270 Conflict of Interest for first reading, as presented. The revised policy will be presented for second reading and adoption at the May 1, 2024 Board meeting.

### **F.2. Second Reading and Adoption of BP/AR 5141.2 Administering Medication and Monitoring Health Conditions (Fox/Nocero)**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Pupil Services that the Board of Trustees adopt the revisions to BP/AR 5141.2 Administering Medication and Monitoring Health Conditions at Second Reading, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

## **Section G: CONCLUSION**

---

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

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

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

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

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

**G.3. ADJOURNMENT**

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez\_\_\_ , Gonzales \_\_\_ , Melanephy \_\_\_, Madrigal Lopez\_\_\_, Robles-Solis \_\_\_

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, April 12, 2024.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section A: Preliminary

### **Recognition of Alpha Kappa Alpha African American Speech Exposition Winners (DeGenna)**

---

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners of the Alpha Kappa Alpha African American Speech Exposition, held at Marshall School on Saturday, February 24, 2024.

1st place: Sebastian Kempton - Harrington School

2nd place: Jaylee Gomez - Ramona School

3rd place: Amiah-Faith Weaver -Marshall School

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners of the 2024 Alpha Kappa Alpha African American Speech Exposition, as presented.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section A: Preliminary

### **Recognition of Oxnard School District Spelling Bee Winners (DeGenna)**

---

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners of the Oxnard School District Spelling Bee, held at McAuliffe School on Tuesday, February 20, 2024.

1st Place: Sophia Hori - Soria School

2nd Place: Isaac Cortez - Marina West School

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees recognize the winners of the 2024 Oxnard School District Spelling Bee, as presented.



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section A: Preliminary

### **Recognition of Lopez Staff Members (DeGenna)**

---

Dr. Ana DeGenna, Superintendent, will recognize the heroic actions of Lopez staff members during a recent crisis at the school site.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

Information only.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section A: Presentation

### **Study Session - Mental Health and Wellness Overview (Fox/Nocero)**

---

The Assistant Superintendent and the Director of Pupil Services will present a study session regarding the Mental Health and Parent Overview.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Informational

**ADDITIONAL MATERIALS:**

**Attached:** [Mental Health and Parent Presentation Overview \(17 pgs\).pdf](#)

The logo is a circular emblem divided into five colored segments: green (top-left), blue (top-right), yellow (bottom-right), orange (bottom-left), and teal (bottom). Each segment contains text: 'SCHOOL COUNSELOR' (green), 'SOCIAL EDUCATION SOCIAL EMOTIONAL SUPPORTS' (blue), 'HEALTHY START SOCIAL WORKERS' (yellow), 'OUTREACH SPECIALIST' (orange), and 'HEALTH CLINIC' (teal). In the center is a white silhouette of a human head in profile, facing left, with a heart shape inside. The text 'OSD School-Based Mental Health and Wellness Team' is overlaid in white on a dark grey background.

# OSD School-Based Mental Health and Wellness Team

# A Call to Action: Mental Health

Mental health is a broad label that encompasses a range of mental, emotional, social, and behavioral functioning.

1 in 5 children and adolescents experience a mental disorder each year

2 in 5 children and adolescent will meet criteria for a mental disorder by age 18

ONE HALF OF MENTAL DISORDERS HAVE AN ONSET BEFORE THE AGE OF 14 YEARS OLD.



1 in 6 children aged 2-8 years has a mental, behavioral, or developmental disorder.

**Mental** health, like physical health, occurs along a continuum from good to poor and varies over time, in different conditions, and at different ages.



# Student Wellness

Strategic Plan Goal 2.0

Oxnard School District students will be promoted from our schools with the following traits:

**Innovator**  
Students will be creative writers, successful readers and mathematical thinkers; able to create, design, and apply new knowledge in a variety of contexts.

**Collaborator**  
Students will be collaborative learners; able to communicate and learn through and with others.

**Digital Learner**  
Students will be technologically, artistically, academically and linguistically prepared to succeed and to lead.

**Focused on the Future**  
Students will be high school, college, and career ready; challenged to select rigorous courses and equipped with the tools, knowledge, and skills to be prepared for the future.

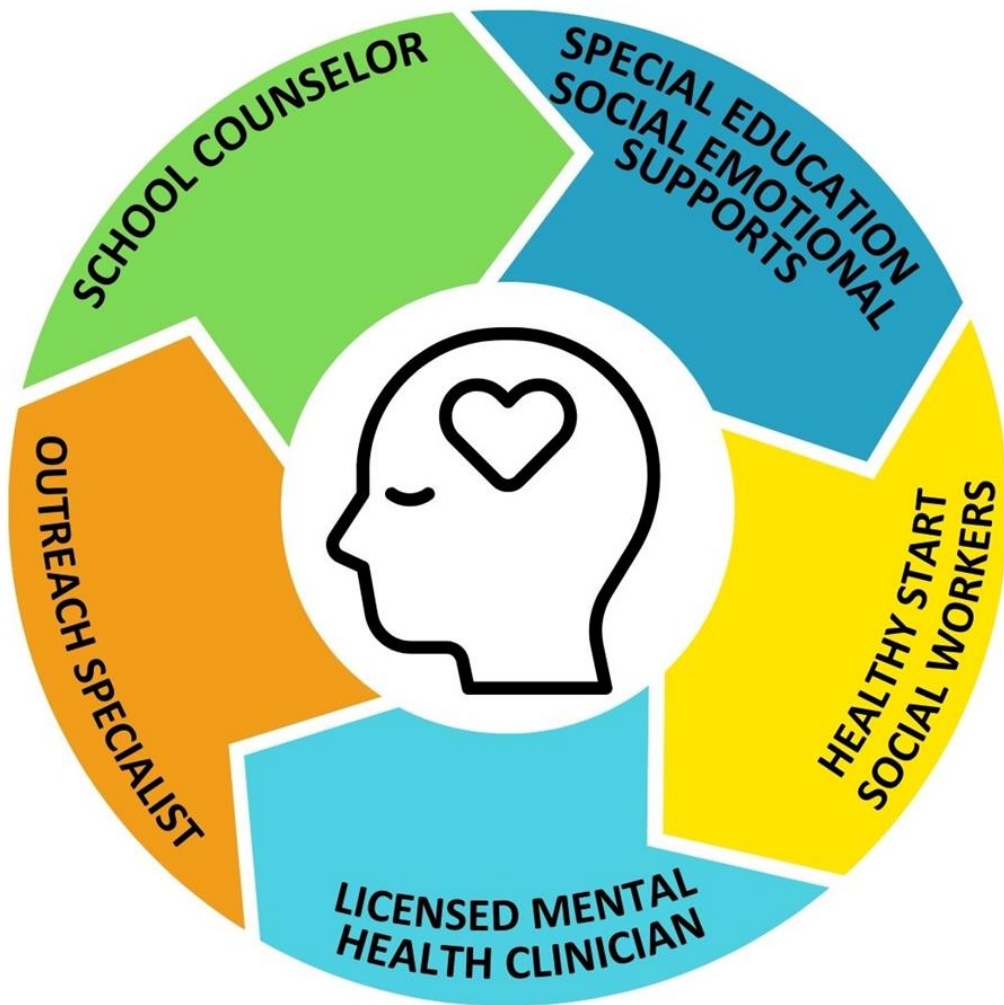
**Global Thinker**  
Students will be compassionate, multilingual, and inclusive; able to understand and to convey pride in their identity, heritage, and history.

**Achiever**  
Students will be able to demonstrate their knowledge on local and state measures in all academic areas.

**Problem Solver**  
Students will be confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.

Oxnard School District

Changing the World!  
In School and Beyond



The Oxnard School District School-Based Mental Health and Wellness team includes:

- Licensed Mental Health Clinicians
- School Counselors
- Healthy Start Social Workers
- Outreach Specialists
- Special Education Social Emotional Supports

# LICENSED MENTAL HEALTH CLINICIAN

- Our licensed clinicians include Licensed Marriage and Family Therapists (LMFT) and Licensed Clinical Social Workers (LCSW).
- The primary role of the clinicians is to provide short-term, early intervention, transitional, and strengths-based, solution-focused brief counseling therapy for students in grades TK-8.
- If a student's need goes beyond the support provided in schools, the School Based Clinician shifts services by collaborating with the parent/guardian and facilitating connection with an outside provider to ensure a smooth transition.
- Each School-Based clinician has an office on one campus where they spend most of their time while additionally visiting and supporting other campuses they support.

School  
Counselor

COLLABORATION



Licensed  
School-Based  
Mental Health  
Professional



# SCHOOL COUNSELOR

## School counselors

- Build schoolwide PBIS strategies and supports including SEL lessons and supports based on analysis of academic, behavior and SEL data.
- Work with students on academic requirements, A-G requirements and goal setting.
- Provide short term social/emotional individual and group counseling focused on social/emotional learning and school connectedness.
- Collaborate with staff to support students.

Counselors are based at each school site.

The school-based clinicians work closely with the school counselors who can consult with parents and, with parent permission, refer students to the school-based therapy team their support is needed. Our school counselors hold Pupil Personnel Credentials.

# PROCESS

## OUR PROCESS

- Counselors work with all staff and students to build positive culture and are part of the PBIS team.
- Students who have academic, social, or behavioral concerns will initially receive intervention through school counselors which can include individual and/ or group supports.

## COLLABORATION

- If intervention from the site counselor is not closing gaps, the counselor may consult with the school-based clinician for collaboration.
- A referral for services to collaborate with the site-based clinician will be submitted
- At this point there is a warm connect with the school-based clinician who then meets with the student and connects with the parent/guardian to sign a consent form.

## COUNSELING & AFTER

- Students typically attend anywhere from 3-12 sessions.
- Specific goals are set utilizing a strengths-based solution focused approach.
- Progress is monitored throughout the sessions.
- The clinician works collaboratively with the school site and parent/guardian and will communicate further recommendations.

# What is Strength-Based, Solution- Focused Counseling?

## Focus on Solutions and Rather than Problems

Support child's overall well-being.

Identify and assesses problems before they escalate.

Goals are based on the unique needs, challenges and strengths of each child.

Learn how to develop or improve healthy relationships with peers, teachers, and family.

## Strength Focused/Positivity

- Strength Focused: Build upon the child's existing strengths.
- Find practical solutions to problems.
- Practice and learn new coping mechanisms.
- Help promote healthy decision making and anxiety reduction tools.
- Increase motivations and positive self-esteem

Strategic Plan Goal 2.4

# Individualized and Intensive Intervention

- Tier 3
  - Risk assessment (Suicidal Thoughts or Actions)
  - Facilitate connection to outside supports and services in collaboration with parent/guardian
  - Collaborate to facilitate hospitalization when the student is deemed to be a danger to self or others
  - Provide parent/guardian with support and opportunities for connection to site-based parent supports or community-based supports
- Rapid response crisis intervention for students with **moderate to severe distress and impaired functioning**.
  - Receive referrals for new onset symptoms that student may be experiencing based on self-referral, parent referral or staff referral.
  - Facilitate Hospitalization Re-Entry Meeting with parents/guardian and school staff to ensure a smooth entry back to school.

Building Connections



# Supporting Students and Families

## Outreach Specialists

Outreach Specialists (ORC) coordinate and provide services for families.

The ORC can help with:

- Access to food, clothing and shelter
- Access to health services (medical, behavioral, dental)
- Attendance problems
- Behavior problems (fights, bullying, defiance)
- Transportation
- Low or No-Cost Health Insurance for Children

## Healthy Start Social Workers

- Placed at sites in communities that have been identified by the County Human Services Agency data as having the highest rates of referrals and cases for abuse and neglect.
- Programs are preventive in nature
- Help support parents on issues relating to attendance and behavior.
- Social Workers serve on the district's SARB Board, supporting the entire district.

# Counselor and ORC Parent Presentations



Oxnard School District  
**STRIVE FOR LESS THAN FIVE**  
Changing the world in school and beyond

The Importance of Attendance



resilience

Building Resilience in Students



Building Connections with Your Child



KEEPING SCHOOLS SAFE

School Safety



Academic Technology for Student Success

Supporting Students with Academics and Technology



# Parent and Community Connections

---

- Social Media & Cyberbullying
- Stop Human Trafficking
- The Dangers of Drugs and Alcohol
- Youth Marijuana Prevention
- The Dangers of Fentanyl
- Oxnard Gang Awareness





# Parent Presentations from OPD and Community Agencies

## Social Media & Cyberbullying

January 24

Learn more about

- What cyberbullying is and how it is impacting school
- How parents can monitor social media
- What are some negative effects of social media

## The Dangers of Drugs and Alcohol

March 13

Learn more about

- Warning signs that your child may be using drugs or alcohol
- What to know about drugs your child may have access to
- How your student gets access to drugs and alcohol

## Stop Human Trafficking

February 28

Learn more about

- The warning signs of human trafficking
- What you can do to stop human trafficking
- How to protect our children from human trafficking

## Oxnard Gang Awareness

April 24

Learn more about

- The different street gangs, territories, and gang activity in Oxnard.
- How kids are recruited into gangs.
- The signs that your child may be getting recruited into a gang.

## Andrew Neville Foundation

### Information included:

- The dangers of Fentanyl and other drugs
- How to spot physical and emotional signs of possible drug use and dependency
- How to talk with your kids about these issues

## Johnny's Ambassadors

*The Dangerous Truth About Today's Marijuana*

### Information included:

- How THC interferes with the adolescent brain development
- Understand how adolescent marijuana use can lead to mental illness
- The connection between youth and marijuana use and suicidality

---

# Parent to Parent Learning

QUESTIONS?

17

*thank  
you*

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section A: Preliminary

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

---

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

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section A: Preliminary

### **Closed Session**

---

1. Pursuant to Section 54956.9 of Government Code:  
Conference with Legal Counsel
  - Existing Litigation:
    - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
    - Case #2023-CUOE015904
    - OAH Case #2023120693
  - Anticipated Litigation:
    - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
  
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:  
Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP  
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
  
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section A: Preliminary

**Reconvene to Open Session (7:00 PM)**

---

Reconvene to Open Session (7:00 PM)

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section A: Preliminary

### **Report Out of Closed Session**

---

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section A: Preliminary

### **Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)**

---

Introduction of newly appointed Oxnard School District administrators:

- Rob Scheerger, Manager, Special Education
- Sarah Verduzco, Assistant Director, Child Nutrition Services

#### **FISCAL IMPACT:**

Information only.

#### **RECOMMENDATION:**

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



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section B: Hearing

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

---

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

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section B: Hearing

**Conduct Public Hearing and Consider Adoption of Resolution No. 23-15 of the Board of Trustees of the Oxnard School District to Adopt the Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Study Prepared for the Oxnard School District by Woolpert, Inc. Pursuant to Government Code Section 66016.5 (Mitchell)**

---

The State Board of Allocation ("SAB") increased the maximum amounts of statutory school fees ("School Fee") per residential building square foot that may be levied for schools ("Level 1 Fees") from \$4.79 to \$5.17 per square foot for assessable space of residential development and from \$0.78 to \$0.84 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development for unified school districts. Based on the School District's fee sharing agreement with the Oxnard Union High School District, the School District can collect sixty-six percent (66%) or \$3.41 per square foot of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995.

To determine the extent to which a nexus can be established in the School District between residential and commercial/industrial development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amounts of Level 1 Fees that may be levied for schools, the District has previously retained the services of Woolpert, Inc. to prepare the Residential and Commercial/Industrial Development School Fee Justification Study ("Study"). The Study was available for public review from April 5, 2024 through April 17, 2024.

**FISCAL IMPACT:**

The adoption of the Study will allow for the update in Level I Fees to \$2.75 per square foot for all new Single Family Detached (SFD) residential development and \$3.41 per square foot for all new Multi-Family Attached (MFA) residential development and up to \$0.554 per square foot for all new commercial/industrial development.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees adopt Resolution No. 23-15, and adopt the Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Study Prepared for the Oxnard School District by Woolpert, Inc. Pursuant to Government Code Section 66016.5.

**ADDITIONAL MATERIALS:**

**Attached:** [Residential and Commercial/Industrial Development School Fee Justification Study \(46 pages\)](#)  
[Resolution No. 23-15 \(4 pages\)](#)

Presentation (11 pages)



► **RESIDENTIAL AND  
COMMERCIAL/INDUSTRIAL DEVELOPMENT  
SCHOOL FEE JUSTIFICATION STUDY**

OXNARD SCHOOL DISTRICT

**MARCH 4, 2024**

**Prepared For:**

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030  
805.385.1501

**Prepared By:**

Woolpert, Inc.  
2855 Michelle Drive, Suite 230  
Irvine, CA 92606  
844.654.2421



**WOOLPERT**

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## EXHIBITS

### **EXHIBIT A:**

Current SAB Form 50-02

### **EXHIBIT B:**

Updated School Facilities Capacity Calculation

### **EXHIBIT C:**

Adjusted School Facilities Capacity Calculation

### **EXHIBIT D:**

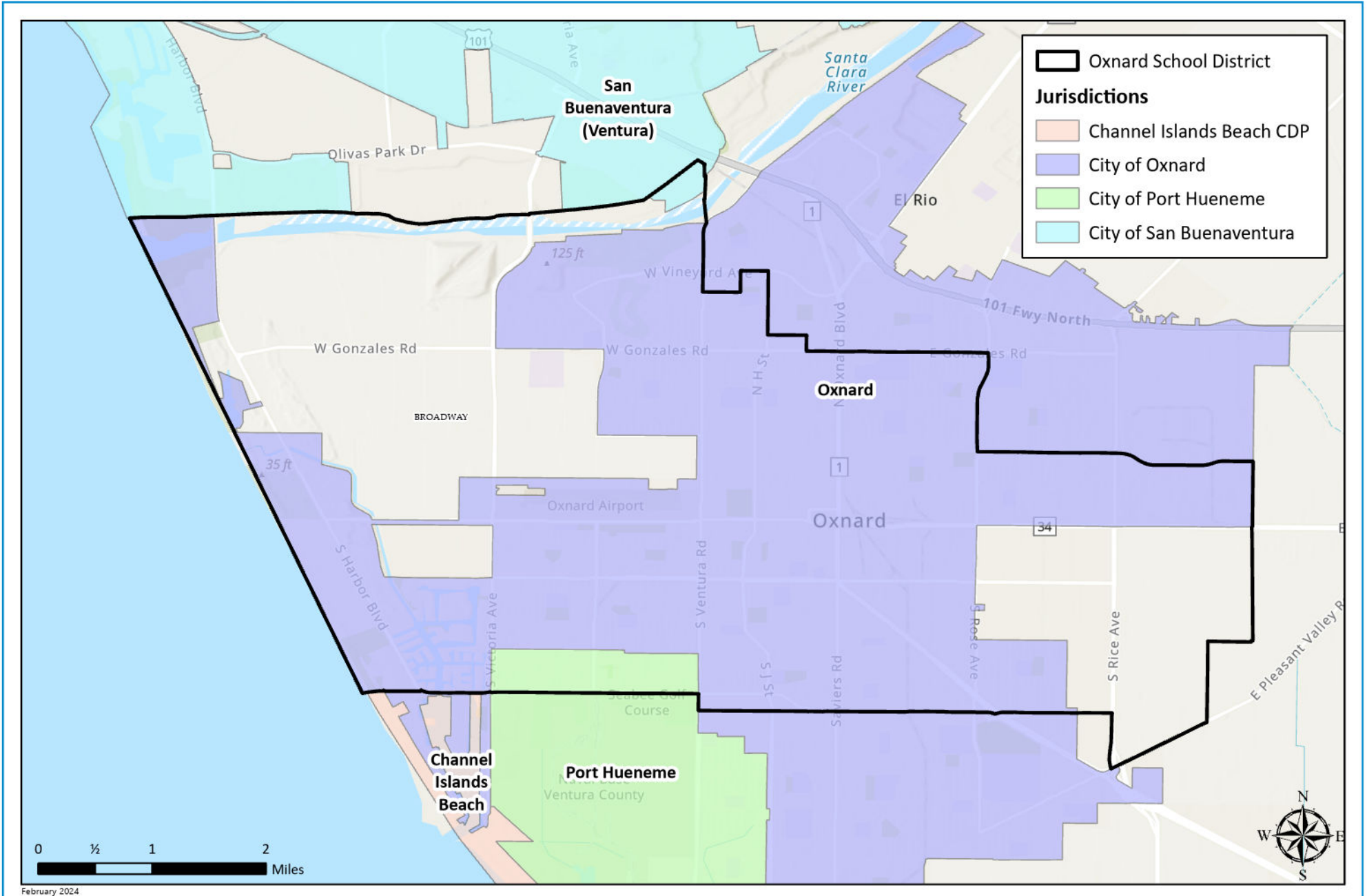
Updated School Facilities Cost Estimates

## EXECUTIVE SUMMARY

This Residential and Commercial/Industrial Development School Fee Justification Study ("Study") is intended to determine the extent to which a nexus can be established in the Oxnard School District ("School District") between residential and commercial/industrial ("CID") development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of statutory school fees ("School Fees") per residential and CID building square foot that may be levied for schools pursuant to the provisions of Section 17620 of the Education Code, as well as Sections 65995 and 66001 of the Government Code, Assembly Bill ("AB") 181, and subdivision (e) of Section 17621 of the Education Code

The School District provides education to students in grades transitional kindergarten ("TK") through 8 residing within portions of the cities of Oxnard, Port Hueneme, and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County") (please see map on following page for a geographic profile of the School District). Collectively, the School District's school facilities in school year 2023/2024 have a capacity of 20,856 students per Section 17071.10(a) of the Education Code. Of these 20,856 seats, 16,941 are at the elementary school level (i.e., grades kindergarten through 5) and 3,915 are at the intermediate school level (i.e., grades 6 through 8). This capacity includes seats from all new school facility construction projects funded by the State of California ("State"), and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 and Exhibit B for an updated school facilities capacity calculation). Based on data provided by the School District, student enrollment is 13,478 in school year 2023/2024. Comparing student enrollment to facilities capacity reveals that facilities capacity exceeds student enrollment at both school levels in school year 2023/2024 (please see Section IV for more information on student enrollment and facilities capacity).

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments ("SCAG") approximately 5,096 additional residential units are expected be constructed within the School District's boundaries through calendar year 2050 ("Future Units"). Of these 5,096 Future Units, 3,058 are expected to be single family detached ("SFD") and 2,038 are expected to be multi-family attached ("MFA") units.



To determine the impact on the School District from Future Units, the Study first multiplied the number of Future Units by the student generation rates ("SGRs") to determine the projected student enrollment from Future Units. The results were that 1,978 students are anticipated to be generated from Future Units.

The School District will need to reconstruct and modernize its existing elementary school and intermediate school facilities. Based on modernization costs provided by the School District, Woolpert (formerly Cooperative Strategies) estimates a modernization cost \$9,291 per seat at the elementary school level and \$34,766 per seat at the intermediate school level. Table ES-1 shows the total school facilities cost impacts from Future Units.

**T A B L E E S - 1**  
**TOTAL SCHOOL FACILITIES COST IMPACTS (2024\$)**

School Levels	Cost Per Student	Students Generated	Total School Facilities Cost Impacts
ES Modernization	\$9,291	1,274	\$11,836,734
IS Modernization	\$34,766	704	\$24,475,264
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>\$36,311,998</b>

The amounts listed in Table ES-1 were apportioned to each land use class based on the number of students generated from such residential land use. Thereafter, the school facilities cost impacts for each land use class were divided by the number of Future Units to calculate the school facilities cost impacts per residential unit. Table ES-2 lists the school facilities cost impacts per residential unit.

**T A B L E E S - 2**  
**TOTAL SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL UNIT (2024\$)**

Land Use	Total School Facilities Cost Impacts	Future Units	School Facilities Cost Impacts per Residential Unit
Single Family Detached	\$22,660,308	3,058	\$7,410
Multi-Family Attached	\$13,651,690	2,038	\$6,699



To determine the school facilities cost impacts per square foot of residential construction, the school facilities cost impacts per unit were divided by the average square footage of a residential unit in each land use class. Table ES-3 lists the school facilities cost impacts per average residential square foot.

**T A B L E E S - 3**  
**TOTAL SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL SQUARE FOOT (2024\$)**

Land Use	School Facilities Cost Impacts per Future Units	Average Square Footage	School Facilities Cost Impacts per Residential Square Foot
<b>Single Family Detached</b>	\$7,410	2,697	\$2.75
<b>Multi-Family Attached</b>	\$6,699	1,270	\$5.27

To determine the commercial/industrial School Fee levels that satisfy the rigorous nexus requirements of AB 181, the Study divides commercial/industrial development ("CID") into seven (7) land use categories: retail and services, office, research and development, industrial/warehouse/ manufacturing, hospital, hotel/motel, and self-storage. The employment impacts of each of these land uses, in terms of the number of employees per 1,000 square feet of building space, are based on information from the San Diego Association of Governments ("SANDAG") pursuant to Section 17621 (e)(1)(B) of the Education Code. These employee impacts are shown in Table ES-4.

**T A B L E E S - 4**  
**EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET CID**

CID Land Use Category	Square Feet per Employee	Employees per 1,000 Square Feet
<b>Retail and Service</b>	447	2.2371
<b>Office</b>	286	3.4965
<b>Research and Development</b>	329	3.0395
<b>Industrial/Warehouse/Manufacturing</b>	371	2.6954
<b>Hospital</b>	360	2.7778
<b>Hotel/Motel</b>	883	1.1325
<b>Self-Storage</b>	15,552	0.0643

Additional data from SCAG, the U.S. Bureau of Census ("Census"), and Zillow provide a basis for estimating net school district household impacts. This number includes only those households occupying new housing units within the School District, as opposed to existing units whose previous occupants may have included school-aged children. Multiplying net school district households by (i) the number of students per household and (ii) total school facilities costs per student, results in estimates of school facilities cost impacts. Collectively, this calculation represents the total school facilities cost impacts per 1,000 square feet of commercial/industrial floor space, expressed in 2024 dollars. These results are summarized in Table ES-5.

T A B L E E S - 5  
**GROSS SCHOOL FACILITIES COSTS IMPACTS  
 PER HOUSEHOLD (2024\$)**

School Level	Total Student Generation Impacts	Cost per Student	Gross School Facilities Costs Impacts per Unit
<b>Elementary School</b>	0.0104	\$9,291	\$96.63
<b>Intermediate School</b>	0.0042	\$34,766	\$146.02
<b>Impact per Household</b>	<b>N/A</b>	<b>N/A</b>	<b>\$242.65</b>

The revenue component of the Study estimates the potential fee revenues generated by CID, including residential fees paid by CID related households, as well as CID School Fees. CID related residential revenues are calculated based on the weighted average of the proposed residential School Fee of \$3.01 per square foot, justified in this Study. The residential revenues per household are then subtracted from the impact per household listed above. This results in net impact per household, as summarized in Table ES-6.

T A B L E E S - 6  
**NET SCHOOL FACILITIES COST IMPACTS  
 PER HOUSEHOLD (2024\$)**

Item	Amount
<b>Impact per Household</b>	\$242.65
<b>Residential Revenue Per Household</b>	\$8.33
<b>Net School Facilities Cost Impacts Per Household</b>	<b>\$234.32</b>

The net impact per household is then divided by the appropriate square feet per employee for each of the seven (7) CID land use categories to determine the cost impact per square foot of CID for each CID category, as shown in Table ES-7.

T A B L E E S - 7  
NET SCHOOL FACILITIES COST IMPACTS  
PER SQUARE FOOT (2024\$)

School Level	Net Impact per Household	Square Feet per Employee	Cost Impact per Square Foot Of CID
Retail and Services	\$234.32	447	\$0.524
Office	\$234.32	286	\$0.819
Research and Development	\$234.32	329	\$0.712
Industrial/Warehouse/Manufacturing	\$234.32	371	\$0.632
Hospital	\$234.32	360	\$0.651
Hotel/Motel	\$234.32	883	\$0.265
Self-Storage	\$234.32	15,552	\$0.015

On January 24, 2024, the SAB increased the maximum Residential and CID School Fees authorized by Section 17620 of the Education Code from \$4.79 to \$5.17 per residential building square foot, and from \$0.78 to \$0.84 per CID square foot for unified school districts.

As shown in Table ES-3, the impact per residential square foot exceeds the maximum MFA residential School Fee per square foot but does not exceed the maximum SFD residential school fee per square foot and, therefore, School Fees would provide for less than 100 percent of the school facilities cost impacts. Based on the School District’s fee sharing agreement with the Oxnard Union High School District (“OUHSD”), the School District can collect 66 percent, or \$3.41 per square foot, for all new Future Units. Since the School District’s share of the current maximum School Fee is less than the school facilities cost impacts per square foot, the Study concludes that the School District is fully justified in levying a residential School Fee of \$3.41 per square foot for all new MFA residential development and \$2.75 for all new SFD Units within its boundaries subject to the limitations under the law.

Based on the School District’s fee sharing agreement with OUHSD, the School District can collect up to \$0.554 per square foot, for all new CID. Justification of the CID School Fee is based on a comparison of cost impacts per CID square foot, as shown in Table ES-7, against the maximum CID Fee per square foot as noted above. As shown in Table ES-8, the School District is justified in levying:

**T A B L E   E S - 8**  
**MAXIMUM SCHOOL FEE PER SQUARE FOOT OF CID**

<b>CID Land Use Category</b>	<b>Maximum School Fee</b>
<b>Retail and Service</b>	\$0.524
<b>Office</b>	\$0.554
<b>Research and Development</b>	\$0.554
<b>Industrial/Warehouse/Manufacturing</b>	\$0.554
<b>Hospitals</b>	\$0.554
<b>Hotel/Motel</b>	\$0.265
<b>Self-Storage</b>	\$0.015

## I. INTRODUCTION

Senate Bill ("SB") 50, which Governor Wilson signed on August 27, 1998, was enacted on November 4, 1998, following the approval of Proposition 1A by the voters of the State in the general election on November 3, 1998. SB 50 includes provisions for the following:

1. Issuance of State general obligation bonds in an amount not to exceed \$9.2 billion;
2. Reformation of the State School Building Program; and
3. Reformation of the School Fee mitigation payment collection procedure.

Additionally, Assembly Bill ("AB") 16, which Governor Davis signed on April 26, 2002, was enacted following the approval of Proposition 47 ("Prop 47") by the voters of the State in the general election on November 5, 2002. Prop 47 includes the authorization for issuance of State general obligation bonds in the amount of \$13.05 billion, and AB 16 provides for additional reformation of the State School Building Program into the School Facilities Program. On March 2, 2004, the voters of the State approved Proposition 55 ("Prop 55"). Prop 55 includes the authorization for the additional issuance of State general obligation bonds in the amount of \$12.3 billion. Finally AB 127, which Governor Schwarzenegger signed on May 20, 2006, was enacted following the approval of Proposition 1D ("Prop 1D") by the voters of the State in the general election of November 7, 2006. Prop 1D includes the authorization for the issuance of State general obligation bonds in the amount of \$10.4 billion. On November 8, 2016, the voters of the State approved Proposition 51 ("Prop 51"). Prop 51 includes the authorization for the issuance of State general obligation bonds in the amount of \$9 billion.

The Mira-Hart-Murrieta Decisions, which formerly permitted school districts to seek mitigation payments in excess of School Fees under certain circumstances, are suspended by AB 127. In lieu of the powers granted by the Mira-Hart-Murrieta Decisions, SB 50 and subsequent legislation provide school districts with an alternative School Fee collection procedure that, subject to certain conditions, authorizes school districts to collect Alternative Fees on residential developments. However, not all school districts will qualify to charge Alternative Fees.

Therefore, school districts must still rely on School Fees as a funding source for school facilities required by new development. However, before a school district can levy School Fees on new development, State law requires that certain nexus findings must be made and documented. The objective of this Study is to provide a rigorous basis for such findings.

## II. LEGISLATION

State legislation, specifically AB 2926 and AB 1600, provides guidelines, procedures, and restrictions on the levy of School Fees for school facilities. Certain provisions of this legislation and history are summarized below:

### A. AB 2926

AB 2926 was enacted by the State in 1986. Among other things, AB 2926 added various sections to the Government Code which authorize school districts to levy School Fees on new residential and commercial/industrial developments in order to pay for school facilities. In addition, AB 2926 provides for the following:

1. No city or county can issue a building permit for a development project unless such School Fees have been paid.
2. School Fees for commercial/industrial development must be supported by the finding that such School Fees "are reasonably related and limited to the needs for schools caused by the development."
3. School Fees for 1987 were limited to \$1.50 per square foot on new residential construction and \$0.25 per square foot for new commercial/industrial construction.
4. Every year, School Fees are subject to annual increases based on the Statewide cost index for Class B construction, as determined by the SAB at its January meeting (This provision was changed to every other year by AB181).

The provisions of AB 2926 have since been expanded and revised by AB 1600.

### B. AB 1600

AB 1600, which created Sections 66000 et seq. of the Government Code, was enacted by the State in 1987. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing or imposing a fee as a condition of approval for a development project.

1. Determine the purpose of the fee.
2. Identify the facilities to which the fee will be put.

3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.
4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.
5. Provide an annual accounting of any portion of the fee remaining unexpended, whether committed or uncommitted, in the School District's accounts five or more years after it was collected.

In other words, AB 1600 limits the ability of a school district to levy School Fees unless (i) there is a need for the School Fee revenues generated and (ii) there is a nexus or relationship between the need for School Fee revenues and the type of development project on which the School Fee is imposed. (The requirements of AB 1600 were clarified with the passage in 2006 of AB 2751, which codifies the findings of *Shapell Industries vs. Milpitas Unified School District*.) The Study will provide information necessary to establish such a nexus between School Fees and residential development.

**C. AB 181**

AB 181, enacted by the State in 1989, made significant changes in several State Codes, including Sections 53080 et seq. of the Government Code which was re-codified as Sections 17620 et seq. of the Education Code on January 1, 1998. Changes in Section 53080 included additional requirements and procedures for imposing School Fees and other conditions on new development. Specifically, AB 181 imposes more stringent nexus requirements on school districts that wish to levy School Fees on CID, as follows:

1. In order to levy a School Fee on CID, a formal study must be conducted to determine the impact of "the increased number of employees anticipated to result" from new CID on the "cost of providing school facilities within the School District".
2. Only that portion of the School Fee justified by the "nexus findings" contained in this study may be levied. Nexus findings must be made on an individual project basis or on the basis of categories of CID and must "utilize employee generation estimates that are based on commercial/industrial factors within the school district."

Categories to be evaluated may include, but are not limited to, office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse uses.

3. Starting in 1990, maximum School Fees for residential and CID will be subject to increases every two (2) years rather than annually.
4. An appeals procedure shall be established whereby the levy of School Fees on a commercial/industrial project may be appealed to the governing board of a school district. Grounds for an appeal must include, but are not limited to, improper project classification by commercial/industrial category, or the application of improper or inaccurate employee or student generation factors to the project.

In summary, AB 181 establishes additional requirements which must be satisfied by school districts prior to their levying School Fees on CID.



### III. METHODOLOGY OF STUDY

Woolpert is projecting an increase in student enrollment attributable to new development in future years. This projected growth will create a demand for new school facilities to be constructed within the School District and the need to incur significant school facilities costs to meet that demand. As a result, the School District has determined that School Fees should be levied on new development projects. The objective of the Study is to provide a basis for such findings consistent with the requirements of AB 2926, AB 1600, AB 1818, and the provisions of Section 66001 of the Government Code.

#### A. RESIDENTIAL METHODOLOGY

Woolpert has determined that School Fees must be levied on new residential projects, if findings can be made that such projects will lead to higher student enrollment and increased facilities costs. In order to evaluate the existence of a nexus, the Study identifies and analyzes the various connections or linkages between residential development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of School Fees that can justifiably be levied. The primary linkages identified include the following:

1. Housing projections - The number of future residential units to be constructed within the boundaries of the School District.
2. Student generation - The number of students generated from a residential unit within the School District.
3. Facility requirements - The number of new school facilities required to house students generated from new residential units
4. School facilities cost impacts - The costs to the School District associated with the construction of new school facilities.
5. School Fee requirements – The School District's need to levy School Fees to cover the cost of new school facilities.

The above linkages result in a series of impacts which (i) connect new residential development with increased school facilities costs and (ii) connect School Fees per residential building square foot with increased facilities costs.

**B. COMMERCIAL/INDUSTRIAL METHODOLOGY**

Woolpert has also determined that School Fees must be levied on new CID projects. In order to determine the nexus relationships identified in AB 181, the Study analyzes the various linkages between CID and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of the School Fee that can justifiably be levied. The primary connections or linkages include the following:

- 1. Job creation (i.e., new CID within the School District creates new jobs);
- 2. Household formation (i.e., job creation within the School District leads to the formation of new households in the School District);
- 3. Student generation (i.e., household formation within the School District generates new students);
- 4. Facilities requirements (i.e., student generation within the School District leads to the need to incur additional costs for new school facilities); and
- 5. School Fee requirements (i.e., additional costs for new school facilities within the School District leads to the need to levy School Fees for new development).

The above linkages result in a series of impacts which (i) connect new CID with increased school facilities costs and (ii) connect increased school facilities costs with School Fees on CID buildings. These impacts are identified for different CID land use categories, based on a "prototypical unit" of 1,000 square feet of new commercial or industrial floor space for each category. These "linkage impacts" include five (5) major types:

- 1. Employment Impacts
- 2. Household Impacts
- 3. Student Generation Impacts
- 4. School Facilities Cost Impacts
- 5. Fee Revenues

The nature and components of these impacts are summarized in Section III.C, along with the key assumptions and data sources used in estimating their magnitude.

Analysis of the first four (4) linkage impacts provides an estimate of the gross school facilities cost impacts per 1,000 square feet of floor space for each CID category. Analysis and comparison of all five (5) impacts provide an estimate of (i) net school facilities cost impacts (i.e., gross school facilities cost impacts minus residential revenues) per 1,000 square feet of CID floor space and (ii) the maximum commercial/industrial School Fee that can be justified.

**C. COMMERCIAL/INDUSTRIAL LAND USE CATEGORIES**

Linkage impacts are analyzed for the following CID land use categories:

- 1. Retail and Services
- 2. Office
- 3. Research and Development
- 4. Industrial/Warehouse/Manufacturing
- 5. Hospital
- 6. Hotel/Motel
- 7. Self-Storage

**RETAIL AND SERVICES**

The retail and services category includes commercial establishments which sell general merchandise, building materials, hard goods, apparel, and other items and services to consumers. Additional establishments in the retail and services category include nurseries, discount stores, restaurants, entertainment theme parks, new/used car sales facilities, service stations, supermarkets, banks, real estate sales offices, and similar uses.

**OFFICE**

A general office building houses one (1) or more tenants and is the location where affairs of a business, commercial or industrial organization, professional person or firm are conducted. The building or buildings may be limited to one (1) tenant, either the owner or lessee, or contain a mixture of tenants including professional services, insurance companies, investment brokers, company headquarters, and services for the tenants such as a bank or savings and loan, a restaurant or cafeteria, and service retail and services facilities. There may be large amounts of space used for file storage or data processing.

The office category may also include medical offices that provide diagnoses and outpatient care on a routine basis, but which are unable to provide prolonged in-house medical/surgical care. A medical office is generally operated by either a single private physician or a group of doctors.

**RESEARCH AND DEVELOPMENT**

Research and development facilities are those primarily associated with the application of scientific research to the development of high technology products. Areas of concentration include materials, science, computer, electronic, and telecommunications products. Facilities may also contain offices and fabrication areas. Activities performed range from pure research to product development, testing, assembly, and distribution.

**INDUSTRIAL/WAREHOUSE/MANUFACTURING**

Warehouses are facilities that are primarily devoted to the storage of materials. They may also include office and maintenance areas. This category also includes buildings in which a storage unit or vault is rented for the storage of goods.

Manufacturing facilities are building structures where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to actual production of goods, manufacturing facilities generally have office, warehouse, research and associated functions. This category includes light industrial facilities such as printing plants, material testing laboratories, assemblers of data processing equipment, and power stations.

**HOSPITAL**

Hospital refers to any institution where medical or surgical care is given to non-ambulatory and ambulatory patients. The term does not however, refer to medical clinics (facilities that provide diagnoses and outpatient care only) or to nursing homes (facilities devoted to the care of persons unable to care for themselves).

**HOTEL/MOTEL**

Hotels and motels are commercial establishments primarily engaged in providing lodging, or lodging and meals, for the general public. As defined by Government Code Section 65995(d), the hotel/motel category includes, but is not limited to, any hotel, motel, inn, tourist home, or other lodging for which the maximum term of occupancy does not exceed 30 days. It does not, however, include any residential hotel as defined by Section 50519(b)(1) of the Health and Safety Code.

**SELF-STORAGE**

This category includes buildings in which a storage unit or vault is rented for the storage of goods and/or personal materials. This category may also include office areas associated with storage.

Note that CID land use categories may include different industry types. For example, firms in the transportation, communications, or utilities industries may be classified in up to six (6) of the seven (7) land use categories shown above. Similarly, retail firms may also occupy office or industrial space (e.g., for corporate headquarters or warehousing) and manufacturing firms may occupy retail space (e.g., factory retail outlets). In evaluating any given project, the School District should assign the project to whichever CID category is the predominant use within the project.

# IV. FACILITIES CAPACITY AND STUDENT ENROLLMENT

In order to determine whether the School District's existing school facilities contain excess capacity to house students generated by new residential and CID development, school year 2023/2024 student enrollment and school facilities capacity of the School District were evaluated.

Collectively, the School District's school facilities in school year 2023/2024 have a capacity of 20,856 students per Section 17071.10(a) of the Education Code. This capacity includes seats from all new school facility construction projects funded by the State and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 and Exhibit B for an updated school facilities capacity calculation). Of these 20,856 existing seats, 16,941 are at the elementary school level and 3,915 are at the intermediate school level. (The school level configuration of the School District has been altered to be consistent with the SAB Form 50-02.) The enrollment of the School District in school year 2023/2024 is 13,478 students. As shown in Table 1, the School District's facilities capacity exceeds student enrollment at both school levels in school year 2023/2024.

T A B L E 1

EXISTING SCHOOL FACILITIES CAPACITY AND STUDENT ENROLLMENT

School Level	2023/2024 Facilities Capacity	2023/2024 Student Enrollment	Excess/ (Shortage) Capacity
Elementary School (Grades K-5)	16,941	10,278	6,663
Intermediate School (Grades 6-8)	3,915	3,200	715
<b>Total</b>	<b>20,856</b>	<b>13,478</b>	<b>7,378</b>

The capacities identified in Table 1 include seats from school facility reconstruction projects for which State funding applications have been submitted to the Office of Public School Construction ("OPSC") and have been completed or will be completed by the completion of this Study, based on the per-pupil grant amounts submitted for each project.

However, due to the fact that these applications are for the reconstruction of existing school facilities whose capacities are included in the School District’s SAB Form 50-02 (Exhibit A), Woolpert evaluated the original classroom inventories of reconstructed school facilities and removed those classrooms from the capacity calculation by multiplying the number of classrooms removed by the applicable State loading standards. Based on this calculation, it was determined that the elementary school capacity consists of 13,716 seats and intermediate school capacity consists of 3,915 seats (see Exhibit C for the adjusted school facilities capacity calculation). As shown in Table 2, the adjusted facilities capacity exceeds student enrollment at both school levels in school year 2023/2024.

T A B L E 2

**ADJUSTED SCHOOL FACILITIES CAPACITY AND STUDENT ENROLLMENT**

School Level	2023/2024 Facilities Capacity	2023/2024 Student Enrollment	Excess/ (Shortage) Capacity
<b>Elementary School (Grades K-5)</b>	13,716	10,278	3,438
<b>Intermediate School (Grades 6-8)</b>	3,915	3,200	715
<b>Total</b>	<b>17,631</b>	<b>13,478</b>	<b>4,153</b>

As indicated in Table 2, 3,438 elementary school seats and 715 intermediate school seats are available to house students generated from Future Units. These surplus seats will be addressed in Section V. Additionally, due to the age of the School District’s facilities and their current state, the School District will need to perform significant reconstruction and modernization of its existing school facilities, to adequately house students in the future. These reconstruction needs will be discussed in Section V.E.

## V. IMPACT OF RESIDENTIAL DEVELOPMENT ON SCHOOL FACILITIES NEEDS

As discussed in Section III, the objective of the Study is to determine the appropriateness of the imposition of a School Fee to finance school facilities necessitated by students to be generated from new residential development. Section III outlined the methodology which was employed in the Study to meet that objective. Section V is a step-by-step presentation of the results of the analysis.

### A. PROJECTED RESIDENTIAL DEVELOPMENT WITHIN THE SCHOOL DISTRICT

The initial step in developing a nexus as required by AB 2926 and AB 1600 is to determine the number of Future Units to be constructed within the School District's boundaries. Based on information provided by SCAG, the School District expects the construction of approximately 5,096 Future Units through calendar year 2050. Of these 5,096 Future Units, 3,058 are expected to be SFD units and 2,038 are expected to be MFA units. Table 3 distinguishes Future Units by land use.

T A B L E 3  
FUTURE UNITS

Land Uses	Total Future Units
Single Family Detached	3,058
Multi-Family Attached	2,038
<b>Total Units</b>	<b>5,096</b>

### B. RECONSTRUCTION

Reconstruction is the act of replacing existing structures with new construction, which may have an alternative land use (i.e., commercial/industrial versus residential) or may consist of different residential unit types (i.e., SFD versus MFA, etc.).

#### B1. RESIDENTIAL RECONSTRUCTION

Residential Reconstruction consists of voluntarily demolishing existing residential units and replacing them with new residential development.



To the extent Reconstruction increases the residential square footage beyond what was demolished ("New Square Footage"), the increase in square footage is subject to the applicable School Fee as such construction is considered new residential development. As for the amount of square footage constructed that replaces only the previously constructed square footage ("Replacement Square Footage"), the determination of the applicable fee, if any, is subject to a showing that the Replacement Square Footage results in an increase in student enrollment and, therefore, an additional impact being placed on the School District to provide school facilities for new student enrollment.

Prior to the imposition of fees on Replacement Square Footage, the School District shall undertake an analysis on any future proposed projects(s) to examine the extent to which an increase in enrollment can be expected from Replacement Square Footage due to any differential in SGRs as identified in the Study for the applicable unit types between existing square footage and Replacement Square Footage. Any such fee that is calculated for the Replacement Square Footage shall not exceed the School Fee that is in effect at such time.

**B2. RECONSTRUCTION OF COMMERCIAL/INDUSTRIAL CONSTRUCTION INTO RESIDENTIAL CONSTRUCTION**

The voluntary demolition of existing commercial/industrial buildings and replacement of them with new residential development is a different category of Reconstruction. Woolpert is aware that such types of Reconstruction may occur within the School District in the future, however, Woolpert was unable to find information (i) about the amount planned within the School District in the future or (ii) historical levels, which might indicate the amount to be expected in the future. Due to the lack of information, the School District has decided to evaluate the impacts of Commercial/Industrial Reconstruction projects on a case-by-case basis and will make a determination of whether a fee credit is justified based on the nature of the project.

**C. STUDENT GENERATION RATES PER RESIDENTIAL UNIT**

In order to analyze the impact on the School District’s student enrollment from Future Units, Woolpert calculated SGFs for SFD and MFA units. The process of determining SGFs involved cross-referencing the School District’s enrollment data against the County Assessor(s) residential data.

Sorting and extracting the County Assessor(s) records by land use, Woolpert developed a database of 21,204 SFD units. This database was then compared with the School District's student enrollment database to identify address matches. Upon comparison of the two (2) databases, 7,815 student matches were found, resulting in the SGFs shown in Table 4.

**T A B L E 4**  
**STUDENT GENERATION FACTORS FOR SINGLE FAMILY DETACHED UNITS**

School Level	Students Matched	Single Family Detached Units	Student Generation Factors
Elementary School	5,054	21,204	0.2384
Intermediate School	2,761	21,204	0.1302
<b>Total</b>	<b>7,815</b>	<b>N/A</b>	<b>0.3686</b>

A procedure identical to the one used in calculating the SGFs for SFD units was used to determine SGFs for MFA units. A total of 3,946 students matched to the MFA database which consisted of 11,949 units. The resulting SGFs for MFA units are shown in Table 5.

**T A B L E 5**  
**STUDENT GENERATION FACTORS FOR MUTLI-FAMILY ATTACHED UNITS**

School Level	Students Matched	Multi-Family Attached Units	Student Generation Factors
Elementary School	2,531	11,949	0.2118
Intermediate School	1,415	11,949	0.1184
<b>Total</b>	<b>3,946</b>	<b>N/A</b>	<b>0.3302</b>

However, due to incomplete and incorrect address information in both the student enrollment and residential databases, Woolpert was unable to match all of the School District's students. The results are SGFs that understate the number of students generated by SFD and MFA units. After accounting for incoming interdistrict students that reside outside of the School District's boundaries, there were 1,183 unmatched students. Therefore, Woolpert adjusted the SGFs listed in Tables 4 and 5 based on a rate which considers the number of students successfully matched to a school level and land use. The adjusted SGFs for each land use by school level are shown in Table 6 on the following page.

**T A B L E 6**  
**ADJUSTED STUDENT GENERATION RATES**

School Levels	Single Family Detached Units	Multi-Family Attached Units
<b>Elementary School</b>	0.2617	0.2326
<b>Intermediate School</b>	0.1433	0.1303
<b>Total</b>	<b>0.4050</b>	<b>0.3629</b>

**D. SCHOOL DISTRICT FACILITIES REQUIREMENTS**

By multiplying the Future Units as listed in Table 3 by the SGRs identified in Table 6, the Study determined the projected number of new students to be generated from Future Units. The Projected Student Enrollment by school level is shown in Table 7.

**T A B L E 7**  
**PROJECTED STUDENT ENROLLMENT FROM FUTURE UNITS**

School Level	Projected Student Enrollment from Future SFD Units	Projected Student Enrollment from Future MFA Units	Projected Student Enrollment from Future Units
<b>Elementary School</b>	800	474	1,274
<b>Intermediate School</b>	438	266	704
<b>Total</b>	<b>1,238</b>	<b>740</b>	<b>1,978</b>

As indicated in Section IV, 3,438 surplus elementary school seats and 715 surplus intermediate school seats are available to accommodate the Projected Student Enrollment. Therefore, the Projected Unhoused Students are less than the Projected Student Enrollment at both school levels. Table 8 on the following page shows Projected Unhoused Students for the School District.

**T A B L E 8**  
**PROJECTED UNHOUSED STUDENTS FROM FUTURE UNITS**

School Levels	Projected Students from Future Units	Surplus Seats	Projected Unhoused Students
<b>Elementary School</b>	1,274	3,438	0
<b>Intermediate School</b>	704	715	0
<b>Total</b>	<b>1,978</b>	<b>4,153</b>	<b>0</b>

**E. SCHOOL DISTRICT FACILITIES COSTS**

As mentioned in Section IV, due to the age of the existing school facilities and their current state, the School District will need to perform significant reconstruction and modernization at all school levels in order to adequately serve students in the future.

In order to determine the reconstruction impact of students generated from Future Units, Woolpert divided total reconstruction cost estimates by the total numbers of students expected to utilize the School District’s facilities through built out. Based on cost estimates provided by the School District, reconstruction and modernization of the School District’s facilities will have an estimated total cost of \$263,535,854. Only the proportion of reconstruction costs attributable to the projected student enrollment expected to occupy the available capacity is used to calculate the School Fees. In order to determine the reconstruction impact of students generated from Future Units, Woolpert divided total reconstruction cost estimates by the total capacity for each school to be modernized.

Based on cost information provided by the School District, Woolpert estimates reconstruction and modernization costs to be \$9,291 per elementary school seat and \$34,766 per intermediate school seat. Table 9 on the following page illustrates the total facilities reconstruction cost per student.

**T A B L E 9**  
**ESTIMATED SCHOOL FACILITIES COSTS (2024\$)**

School Levels	Total Modernization Costs	Total Capacity	Total Modernization Cost per Seat
<b>Elementary School</b>	\$127,428,803	13,716	\$9,291
<b>Intermediate School</b>	\$136,107,051	3,915	\$34,766

**F. TOTAL SCHOOL FACILITIES COST IMPACTS**

To determine the total school facilities cost impacts caused by Future Units, Woolpert multiplied the Projected Student Enrollment (Table 7) by the estimated modernization cost per seat (Table 9). Table 10 illustrates the total school facilities cost impacts from future residential development.

**T A B L E 10**  
**TOTAL SCHOOL FACILITIES COST IMPACTS FROM FUTURE UNITS (2024\$)**

Item	Cost per Seat	Students Generated	Total School Facilities Cost Impacts
<b>ES Modernization</b>	\$9,291	1,274	\$11,836,734
<b>IS Modernization</b>	\$34,766	704	\$24,475,264
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>\$36,311,998</b>

**G. SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL UNIT**

To determine the total school facilities cost impacts per future residential unit, the total school facilities cost impacts listed above need to first be apportioned by land use based on the number of elementary school and intermediate school students to be generated from such land use. Table 11 on the following page shows total school facilities cost impacts by land use.

T A B L E 1 1  
**TOTAL SCHOOL FACILITIES COST IMPACTS BY LAND USE (2024\$)**

School Level	Single Family Detached Units	Multi-Family Attached Units	Total School Facilities Cost Impacts
Elementary School	\$7,432,800	\$4,403,934	\$11,836,734
Intermediate School	\$15,227,508	\$9,247,756	\$24,475,264
<b>Total</b>	<b>\$22,660,308</b>	<b>\$13,651,690</b>	<b>\$36,311,998</b>

Total school facilities cost impacts for each land use were then divided by the number of Future Units in such land use to determine school facilities cost impacts per SFD unit and MFA unit. These impacts are shown in Table 12.

T A B L E 1 2  
**SCHOOL FACILITIES COST IMPACTS PER FUTURE UNIT (2024\$)**

Land Uses	Total School Facilities Cost Impacts	Future Units	School Facilities Cost Impacts per Residential Unit
Single Family Detached	\$22,660,308	3,058	\$7,410
Multi-Family Attached	\$13,651,690	2,038	\$6,699

**H. SCHOOL FACILITIES COST IMPACTS PER SQUARE FOOT**

To determine the school facilities cost impacts per square foot of residential construction for each land use, the school facilities cost impacts per unit listed in Table 12 were divided by the average square footage of such type of residential unit. Using square footage information for units constructed within the School District obtained from the County Assessor, Woolpert estimates that the average square footage of an SFD unit in the School District is projected to be 2,697 square feet while the average square footage of an MFA unit is projected to be 1,270 square feet. Table 13 on the following page shows the school facilities cost impacts per square foot of residential construction in the School District.

**T A B L E 1 3**  
**SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL SQUARE FOOT (2024\$)**

Land Uses	School Facilities Cost Impacts per Residential Unit	Average Square Footage	School Facilities Cost Impacts per Square Foot
<b>Single Family Detached</b>	\$7,410	2,697	\$2.75
<b>Multi-Family Attached</b>	\$6,699	1,270	\$5.27

# VI. IMPACT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT ON SCHOOL FACILITIES NEEDS

This section presents the quantitative findings of the commercial/industrial nexus analysis summarized in Section III. In particular, this section presents estimates of the following:

1. All "linkage impacts" discussed in Section III, by CID land use category.
2. Gross school facilities cost impacts per 1,000 square feet of commercial/industrial floor space.
3. Net school facilities cost impacts (i.e., gross school facility cost impacts minus residential revenues) per 1,000 square feet of commercial/industrial floor space.
4. The percentage of the maximum CID School Fee per square foot allowed by law that can be justified to pay for new school facilities.

## A. EMPLOYMENT IMPACTS

As indicated in Section III, employment impacts for different CID categories equal the estimated number of on-site employees generated per 1,000 square feet of commercial/industrial floor space, which are referred to in the Study as CID Land Use Categories. Consistent with the provisions of Section 17621(e)(1)(B) of the Education Code, employment impacts for each category are based on data from SANDAG. The employment impacts are shown in Table 14.

T A B L E 1 4

**EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET (2024\$)**

<b>CID Land Use Category</b>	<b>Square Feet per Employee</b>
<b>Retail and Services</b>	447
<b>Office</b>	286
<b>Research and Development</b>	329
<b>Industrial/Warehouse/Manufacturing</b>	371
<b>Hospital</b>	360
<b>Hotel/Motel</b>	883
<b>Self-Storage</b>	15,552



**B. HOUSEHOLD IMPACTS**

As noted in Section III, household impacts equal the estimated number of households associated with each category of employment impacts, per 1,000 square feet of commercial/industrial floor space. Household impacts include the following components:

1. Households per Employee

The average number of households per employee are calculated based on information obtained from the Census. Based on this information, the total household impacts are 0.5873 households per employee within the School District.

2. Employed Persons Living within the School District

In order to determine the number of employed persons who live within the School District, Woolpert utilized data from the Census. Based on this data, approximately 22.63 percent of the employed persons within the School District are estimated to live within the School District. This trend is expected to increase as new residential and CID projects are approved and additional homes and jobs are created within the School District.

3. Propensity to Occupy New Homes

The propensity to occupy new housing within the general area of the School District helps determine the number of employees generated from new homes. Based on data on recent resales and new home sales obtained from Zillow, new home sales in the School District were estimated to equal 1.01 percent of the total housing units which experienced occupant turnover between 2022 and 2023.

4. Total Household Impact

In order to determine the Total Household Impact of new residential units, the Study multiplied the average employed persons per household, employed person living within the School District, and the propensity to occupy new homes. This helps determine the number of new employees coming to live and work within the School District produced by new residential development, as shown in Table 15 on the following page.

**T A B L E 1 5**  
**TOTAL HOUSEHOLD IMPACTS FROM NEW CID**

Household Impact	Factor
Households per Employees	0.5873
Employees Living within the School Districts	22.63%
Households with Employees Working within the School District	<b>0.1329</b>
Propensity to Occupy New Homes	1.01%
<b>Total Household Impacts</b>	<b>0.0013</b>

**C. STUDENT GENERATION IMPACTS**

As noted in Section III, student generation impacts equal the number of the School District's students associated with each category of CID space. Separate student generation impacts are estimated for each CID category and school level.

**1. RESIDENTIAL STUDENT GENERATION IMPACTS**

In order to analyze household formation as a result of new CID, the SGRs shown in Table 6 must be blended. To blend the SGRs of the two (2) land uses into a single SGR for each school level, the land uses were weighted in proportion to each type's percentage of the future residential units to be constructed within the School District. Applying these weighting factors yields the following blended SGRs shown in Table 16.

**T A B L E 1 6**  
**BLENDED STUDENT GENERATION RATES**

School Level	Blended Student Generation Rates
Elementary School	0.2500
Intermediate School	0.1381

**2. TOTAL STUDENT GENERATION IMPACTS**

Multiplying total household impacts shown in Table 15 by the blended SGRs shown in Table 16 results in the average student generation impacts. These average student generation impacts are shown by school level in Table 17.

**T A B L E 1 7  
AVERAGE STUDENT GENERATION IMPACTS**

<b>School Level</b>	<b>Student Generation Rates</b>	<b>Total Household Impacts</b>	<b>Average Student Generation Impacts</b>
<b>Elementary School</b>	0.2500	0.0013	0.0003
<b>Intermediate School</b>	0.1381	0.0013	0.0002

**D. INTER-DISTRICT TRANSFER IMPACTS**

The Study also evaluates the impact of students attending the School District on an inter-district transfer basis. The inter-district transfer rate is determined by calculating the ratio of student transfers into the School District's schools by the number of persons employed within its boundaries. Based on information provided by the School District, total student transfers into the School District's schools for school year 2023/2024 total 228 at the elementary school level and 90 at the intermediate school level. Employment within the School District's area is estimated at 22,470 persons based on employment estimates provided by SCAG. Table 18 shows the inter-district transfer impacts by school level.

**T A B L E 1 8  
INTER-DISTRICT TRANSFER IMPACTS**

<b>School Level</b>	<b>Inter-District Transfer Impacts</b>
<b>Elementary School</b>	0.0101
<b>Intermediate School</b>	0.0040

**E. TOTAL STUDENT GENERATION IMPACT**

To determine the total student generation impacts of CID on the School District, the average student generation impacts from Table 17 are added to the inter-district transfer impacts from Table 18. The resulting total student generation impacts are displayed in Table 19.

T A B L E 1 9  
**TOTAL STUDENT GENERATION IMPACTS**

School Level	Average Student Generation Impacts	Inter-District Transfer Impacts	Total Student Generation Impacts
Elementary School	0.0003	0.0101	0.0104
Intermediate School	0.0002	0.0040	0.0042

**F. GROSS SCHOOL FACILITIES COST IMPACTS**

As noted in Section III, school facilities cost impacts equal the gross school facilities cost impacts (exclusive of residential revenues) associated with the total student generation impact of each CID category.

**1. SCHOOL FACILITIES COSTS PER STUDENT**

The school facilities costs per student are the average cost impact produced by students generated from Future Units. This impact estimate is derived from the school facilities costs (Table 11) divided by the Projected Student Enrollment from Future Units (Table 3) by school level. Multiplying the total student generation impacts by the school facilities costs per student results in the gross school facilities cost impacts shown in Table 20 on the following page.

T A B L E 2 0  
**GROSS SCHOOL FACILITIES COSTS IMPACTS PER STUDENT (2024\$)**

School Level	Total Student Generation Impacts	Cost per Student	Gross School Facilities Costs Impacts per Student
Elementary School	0.0104	\$9,291	\$96.63
Intermediate School	0.0042	\$34,766	\$146.02
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>\$242.65</b>

**G. FEE REVENUES**

As noted in Section III, fee revenues include two (2) components: residential revenues and potential CID School Fee revenues.

**1. RESIDENTIAL REVENUES AND NET SCHOOL FACILITY COSTS**

Residential revenues equal the maximum revenues from residential development associated with each school level. These revenues are derived from a weighted average of the School District's proposed School Fee of \$3.01 per square foot multiplied by the School District's weighted average square footage for residential units of 2,126 square feet.

Based on this calculation, the residential revenues per unit in the School District are estimated to be \$6,404. Multiplying the average student generation impact shown in Table 17 by residential revenues results in the residential revenues per student shown in Table 21.

T A B L E 2 1  
**RESIDENTIAL REVENUES PER HOUSEHOLD (2024\$)**

Item	Amount
Revenue per Residential Unit	\$6,404
Total Household Impact	0.0013
<b>Residential Revenue per Household</b>	<b>\$8.33</b>

**2. NET SCHOOL FACILITIES COST IMPACTS**

In order to calculate the net school facilities cost impacts per grade level, the residential revenues shown in Table 21 were subtracted from the gross school facilities cost impacts shown in Table 20. The results are the net school facilities cost impacts that must be funded by CID School Fees, as shown in Table 22.

T A B L E 2 2

**NET SCHOOL FACILITIES COST IMPACTS PER HOUSEHOLD (2024\$)**

Item	Amount
<b>Gross School Facilities Cost Impacts per Household</b>	\$242.65
<b>Residential Revenue per Household</b>	\$8.33
<b>Net School Facilities Cost Impacts per Household</b>	<b>\$234.32</b>

**H. JUSTIFICATION OF COMMERCIAL/INDUSTRIAL SCHOOL FEES**

Dividing net school facilities cost impacts shown in Table 22 by total the square feet per employee for each land use category, as shown in Table 14, results in the CID impacts shown in Table 23.

T A B L E 2 3

**EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET**

CID Land Use Category	Net Impact per Household	Square Feet per Employee	Cost Impact per Square Foot Of CID
<b>Retail and Services</b>	\$234.32	447	\$0.524
<b>Office</b>	\$234.32	286	\$0.819
<b>Research and Development</b>	\$234.32	329	\$0.712
<b>Industrial/Warehouse/Manufacturing</b>	\$234.32	371	\$0.632
<b>Hospital</b>	\$234.32	360	\$0.651
<b>Hotel/Motel</b>	\$234.32	883	\$0.265
<b>Self-Storage</b>	\$234.32	15,552	\$0.015

# VII. CONCLUSION

On January 24, 2024, the SAB increased the maximum Residential and CID School Fees authorized by Section 17620 of the Education Code from \$4.79 to \$5.17 per residential building square foot, and from \$0.78 to \$0.84 per CID square foot for unified school districts.

This section summarizes the findings of the Study for new residential and commercial/industrial construction within the School District. In particular, this section summarizes the following:

## 1. RESIDENTIAL FEES

Based on the School District’s fee sharing agreement with OUHSD, the School District can collect 66 percent, or \$3.41 per square foot, for all new Future Units built within its boundaries. Since the School District’s share of the current maximum School Fee is less than the school facilities cost impacts per square foot, the Study concludes that the School District is fully justified in levying a residential School Fee of \$3.41 per square foot for all new MFA residential development and \$2.75 per square foot for all new SFD residential development within its boundaries subject to the limitations under the law.

Based on this information, the School District is justified in charging the Statutory Fee Amounts per square foot shown in Table 24 on new residential construction:

T A B L E 2 4

**MAXIMUM JUSTIFIED STATUTORY RESIDENTIAL FEE PER SQUARE FOOT (2024\$)**

Item	Residential Fee per Square Foot
Single Family Detached	\$2.75
Multifamily Attached	\$3.41

## 2. COMMERCIAL/INDUSTRIAL FEES

Pursuant to the School District's revenue sharing agreement with OUHSD, the maximum the School District can receive from new CID is \$0.554 per square foot of CID constructed within its boundaries. Justification of the CID School Fee is based on a comparison of cost impacts per CID square foot, as shown in Table 23, against the maximum CID Fee per square foot as noted above.

Based on this information, the School District is justified in charging the Statutory Fee Amounts per square foot shown in Table 25 on new CID construction:

**TABLE 25  
MAXIMUM JUSTIFIED STATUTORY CID FEE  
PER SQUARE FOOT (2024\$)**

CID Land Use Category	CID Fee per Square Foot
<b>Retail and Services</b>	\$0.524
<b>Office</b>	\$0.554
<b>Research and Development</b>	\$0.554
<b>Industrial/Warehouse/Manufacturing</b>	\$0.554
<b>Hospital</b>	\$0.554
<b>Hotel/Motel</b>	\$0.265
<b>Self-Storage</b>	\$0.015



**EXHIBIT A**

CURRENT SAB FORM 50-02

STATE OF CALIFORNIA  
**EXISTING SCHOOL BUILDING CAPACITY**

STATE ALLOCATION BOA  
 OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 50-02 (Rev. 01/01) Excel (Rev. 01/25/2001)

Page 4 of 4

SCHOOL DISTRICT  
**OXNARD ELEMENTARY**  
 COUNTY  
**VENTURA**

FIVE DIGIT DISTRICT CODE NUMBER (SEE California Public School Directory)

72538

HIGH SCHOOL ATTENDANCE AREA (IF APPLICABLE)

**PART I - Classroom Inventory**     NEW     ADJUSTED

	K-6	7-8	9-12	Elementary	Secondary	Total
Line 1. Leased State Relocatable Classrooms	88			3		91
Line 2. Portable Classrooms leased less than 5 years						
Line 3. Interim Housing Portables leased less than 5 years						
Line 4. Interim Housing Portables leased at least 5 years						
Line 5. Portable Classrooms leased at least 5 years						
Line 6. Portable Classrooms owned by district	47	12		8		67
Line 7. Permanent Classrooms	272	103		10	10	395
Line 8. Total (Lines 1 through 7)	407	115		21	10	553

**PART II - Available Classrooms**

	K-6	7-8	9-12	Elementary	Secondary	Total
a. Part I, line 4						
b. Part I, line 5						
c. Part I, line 6	47	12		8		67
d. Part I, line 7	272	103		10	10	395
e. Total (a, b, c, & d)	319	115		18	10	452

	K-6	7-8	9-12	Elementary	Secondary	Total
a. Part I, line 8	407	115		21	10	553
b. Part I, lines 1, 2, 5 and 6 (total only)						158
c. 25 percent of Part I, line 7 (total only)						99
d. Subtract c from b (enter 0 if negative)	51	4		4		59
e. Total (a minus d)	356	111		17	10	494

**PART III - Determination of Existing School Building Capacity**

	K-6	7-8	9-12	Elementary	Secondary
Line 1. Classroom capacity	7,975	3,105		234	90
Line 2. SER adjustment					
Line 3. Operational Grants	2,187				
Line 4. Greater of line 2 or 3	2,187				
Line 5. Total of lines 1 and 4	10,162	3,105		234	90

I certify, as the District Representative, that the information reported on this form is true and correct and that:  
 I am designated as an authorized district representative by the governing board of the district; and,  
 This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC).  
 In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

*Richard Duarte*

DATE

2/21/01

110

**EXHIBIT B**

UPDATED SCHOOL FACILITIES CAPACITY  
CALCULATION

**Oxnard School District**  
**School Facilities Capacity Calculation**

<b>Application</b>	<b>Item</b>	<b>Elementary School</b>	<b>Middle School</b>
	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-009	Driffill Elementary	350	0
50/72538-00-011	Harrington Elementary	807	0
50/72538-00-013	Lemondwood Elementary	575	351
50/72538-00-014	Marshall Elementary	100	216
50/72538-00-015	Elm Street Elementary	600	0
50/72538-00-016	Emilie Ritche Elementary	50	0
50/72538-00-018	Christa McAuliffe Elementary	26	0
50/72538-00-019	Lemonwood Elementary	85	78
50/72538-00-020	Elm Street Elementary	75	0
50/72538-00-021	Marshall Elementary	32	48
50/72538-00-022	McKinna Elementary	675	0
50/72538-00-023	McKinna Elementary	83	0
50/72538-00-024	Ramona Elementary	25	0
<b>Total Capacity</b>	<b>N/A</b>	<b>16,941</b>	<b>3,915</b>

**EXHIBIT C**

ADJUSTED SCHOOL FACILITIES CAPACITY  
CALCULATION

## Oxnard School District

### Adjusted School Facilities Capacity Calculation

<b>Application</b>	<b>Item</b>	<b>Elementary School</b>	<b>Middle School</b>
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-009	Driffill Elementary	350	0
50/72538-00-011	Harrington Elementary	807	0
N/A	Harrington Elementary Reconstruction	(650)	0
50/72538-00-013	Lemondwood Elementary	575	351
N/A	Lemondwood Elementary Reconstruction	(1,000)	0
50/72538-00-014	Marshall Elementary	100	216
50/72538-00-015	Elm Street Elementary	600	0
N/A	Elm Street Elementary Reconstruction	(775)	0
50/72538-00-016	Emilie Ritche Elementary	50	0
50/72538-00-018	Christa McAuliffe Elementary	26	0
50/72538-00-019	Lemonwood Elementary	85	78
50/72538-00-020	Elm Street Elementary	75	0
50/72538-00-021	Marshall Elementary	32	48
50/72538-00-022	McKinna Elementary	675	0
50/72538-00-023	McKinna Elementary	83	0
N/A	McKinna Elementary Reconstruction	(800)	0
50/72538-00-024	Ramona Elementary	25	0
<b>Total Capacity</b>	<b>N/A</b>	<b>13,716</b>	<b>3,915</b>

**EXHIBIT D**

UPDATED SCHOOL FACILITIES COST ESTIMATES

**Oxnard School District**  
**Summary of Estimated Costs**  
**Elementary School**  
**January 2024**

<b>A. Site</b>				<b>\$5,220,764</b>
	Purchase Price of Property		\$5,155,764	
		Acres <sup>[1]</sup> :	12	
		Cost/Acre:	\$429,647	
	EIR		\$30,000	
	Appraisals		\$15,000	
	Surveys		\$10,000	
	Escrow/Title		\$10,000	
	<i>[1] Assumes Net Usable Acres</i>			
<b>B. Plans</b>				<b>\$2,536,501</b>
	Architect's Fee		\$2,156,250	
	DSA/SDE Plan Check		\$317,688	
	CDE Plan Check Fee		\$27,563	
	Energy Fee Analysis		\$15,000	
	Preliminary Tests		\$20,000	
<b>C. Construction</b>				<b>\$39,375,000</b>
	(Includes Construction, Site Development, General Site Development, and Technology)			
	Square Feet / Student		75	
	Cost / Square Feet		\$700	
<b>D. Tests</b>				<b>\$50,000</b>
<b>E. Inspection</b>				<b>\$180,000</b>
	(\$15,000 per month for 12 months)			
<b>F. Furniture and Equipment</b>				<b>\$787,500</b>
	(2% of Construction)			
<b>G. Contingency</b>				<b>\$1,968,750</b>
	(5% of Construction)			
<b>H. Items Not Funded by the State</b>				<b>\$2,307,147</b>
	Technology (5% of Construction)		\$1,968,750	
	Library Books (8 books/student @ \$15)		\$90,000	
	Landscaping (\$0.44/sq. ft x 12 acres)		\$229,997	
	Landscape Architect Fees (8% of Landscaping)		\$18,400	
<b>I. Total Estimated Cost</b>				<b>\$52,425,662</b>
	<b>Summary</b>			
	School Facilities Capacity - Traditional Calendar		750	
	School Facilities Cost per Student - Traditional Calendar		\$69,901	



**Oxnard School District**  
**Summary of Estimated Costs**  
**Middle School**  
**January 2024**

<b>A. Site</b>				<b>\$8,615,592</b>
	Purchase Price of Property		\$8,550,592	
		Acres <sup>[1]</sup> :	19.9	
		Cost/Acre:	\$429,678	
	EIR		\$30,000	
	Appraisals		\$15,000	
	Surveys		\$10,000	
	Escrow/Title		\$10,000	
	[1] Assumes Net Usable Acres			
<b>B. Plans</b>				<b>\$5,152,950</b>
	Architect's Fee		\$4,387,500	
	DSA/SDE Plan Check		\$636,650	
	CDE Plan Check Fee		\$58,800	
	Energy Fee Analysis		\$25,000	
	Preliminary Tests		\$45,000	
<b>C. Construction</b>				<b>\$84,000,000</b>
	(Includes Construction, Site Development, General Site Development, and Technology)			
	Square Feet / Student		100	
	Cost / Square Feet		\$700	
<b>D. Tests</b>				<b>\$180,000</b>
<b>E. Inspection</b>				<b>\$405,000</b>
	(\$15,000 per month for 18 months x 1.5 inspectors)			
<b>F. Furniture and Equipment</b>				<b>\$1,680,000</b>
	(2% of Construction)			
<b>G. Contingency</b>				<b>\$4,200,000</b>
	(5% of Construction)			
<b>H. Items Not Funded by the State</b>				<b>\$4,803,924</b>
	Technology (5% of Construction)		\$4,200,000	
	Library Books (8 books/student @ \$20)		\$192,000	
	Landscaping (\$0.44/sq. ft. x 19.9 acres)		\$381,411	
	Landscape Architect Fees (8% of Landscaping)		\$30,513	
<b>I. Total Estimated Cost</b>				<b>\$109,037,466</b>
	<b>Summary</b>			
	School Facilities Capacity - Traditional Calendar		1,200	
	School Facilities Cost per Student - Traditional Calendar		\$90,865	

**RESOLUTION NO. 23-15**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO ADOPT THE STATUTORY SCHOOLS FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL DEVELOPMENT PROJECT STUDY PERFORMED FOR OXNARD SCHOOL DISTRICT BY WOOLPERT, INC. PURSUANT TO GOVERNMENT CODE SECTION 66016.5**

WHEREAS, the Board of Trustees ("Board") of the Oxnard School District ("School District") provides for the educational needs for K-8 students within portions of the Cities of Oxnard, Port Hueneme and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County"); and

WHEREAS, the State Allocation Board has taken action pursuant to Government Code Section 65995(b)(3), which authorizes school districts to increase statutory school fees to \$5.17 per square foot for assessable space of residential development and \$0.84 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development, as long as such statutory school fees are properly justified by the School District pursuant to law; and

WHEREAS, pursuant to Education Code Section 17623, the School District and the Oxnard Union High School District have entered into an agreement whereby the School District is to receive sixty-six percent (66%) of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995; and

WHEREAS, new residential and commercial/industrial development continues to generate additional students for the School District's schools and the School District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the School District have an impact on the School District's ability to provide an adequate quality education and negatively impacts the educational opportunities for the School District's students; and

WHEREAS, the School District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial development; and

WHEREAS, the Board of the School District has authorized, received and considered a study performed by Woolpert, Inc. entitled "Residential And Commercial/Industrial Development School Fee Justification Study" prepared for Oxnard School District ("Study"), which Study include information, documentation, and analysis of the School Facilities needs of the School District, including (a) the purpose of the Statutory School Fees, (b) the use to which the Statutory School Fees are to be put (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial development and (1) the use for Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from new residential and commercial/industrial development, (d) a determination of

the impact of the increased number of employees anticipated to result from the commercial/industrial development (by category) upon the cost of providing School Facilities within the School District, (e) an evaluation and projection of the number of students that will be generated by new residential development, and (f) the new School Facilities that will be required to serve such students, and (g) the cost of such School Facilities; and

WHEREAS, said Study pertaining to the Statutory School Fees and to the capital facilities needs of the School District were made available to the public as required by law before the Board considered at a regularly scheduled public meeting the Statutory School Fees; and

WHEREAS, all required notices of the Study have been given; and

WHEREAS, a public hearing was held at a regularly scheduled meeting of the Board of the School District relating to the Study.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

**Section 1.** That the Board accepts and adopts the Study.

APPROVED, ADOPTED, AND SIGNED ON APRIL 17, 2024

BOARD OF TRUSTEES OF THE OXNARD  
SCHOOL DISTRICT

By:

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

ATTEST:

By:

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

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF VENTURA         )

I, Monica Madrigal Lopez, do hereby certify that the foregoing Resolution No. 23-15 was adopted by the Board of Trustees of the Oxnard School District at a meeting of said Board held on the 17<sup>th</sup> day of April, 2024, and that it was so adopted by the following vote:

AYES:            \_\_\_\_\_

NOES:            \_\_\_\_\_

ABSTAIN:        \_\_\_\_\_

ABSENT:         \_\_\_\_\_

---

Clerk of the Board of Trustees of the  
Oxnard School District

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF VENTURA        )

I, Monica Madrigal Lopez, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-15 which was duly adopted by the Board of Trustees of the Oxnard School District at a meeting thereof on the 17<sup>th</sup> day of April, 2024.

---

Clerk of the Board of Trustees of the  
Oxnard School District



# Oxnard School District

## Developer Fee Justification and Study

April 17, 2024



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6 Residential Fees

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# Level I Developer Fees Overview



# Level I Fees - Overview

- **The State:**

- The State Allocation Board (SAB) adjusts the Level I Fees every other year
- On January 24, 2024, the SAB updated the statutory fee amounts for unified school districts from \$4.79 per square foot to \$5.17 per square foot for new residential development and \$0.78 per square foot to \$0.84 per square foot for new commercial/industrial construction

Year	Residential Fee	Commercial/ Industrial Fee
2024	\$5.17	\$0.84
2022	\$4.79	\$0.78
<i>Increase</i>	<i>\$0.38</i>	<i>\$0.06</i>

- **Updating the Fee Studies:**

- A fee of any amount can only be changed when specific conditions exist justifying the imposition of the fee
- The Fee Studies must address the most up-to-date factors, conditions, and assumptions within a school district



# Level I Fees - Overview

Based on the School District's fee sharing agreement with the Oxnard Union High School District ("OUHSD"), the School District can collect 66 percent, or up to \$3.41 per square foot, for all new Future Units built within its boundaries. Since the School District's share of the current maximum School Fee is less than the school facilities cost impacts per square foot, as shown in the next slide, the School District is fully justified in levying \$2.75 per square foot for all new SFD residential development and \$3.41 per square foot for all new MFA residential development within its boundaries.



# Residential Fees

# Level I Fees – Residential Fee Calculation

I



## IDENTIFY FUTURE RESIDENTIAL DEVELOPMENT AT BUILD OUT

SFD<sup>[1]</sup> =  
3,058 units

MFA<sup>[2]</sup> =  
2,038 units

II



## CALCULATE STUDENT GENERATION RATES (SGRS)

SFD = 41 students  
per 100 homes

MFA = 36 students  
per 100 homes

III



## IDENTIFY SCHOOL FACILITIES NEEDS

Elementary and  
Intermediate  
School  
Modernization

IV



## CALCULATE COST OF SCHOOL FACILITIES NEEDS

Elementary School  
\$11,836,734

Intermediate School  
\$24,475,264

V



## CALCULATE RESIDENTIAL FEE

SFD Impact:  
\$2.75 per sq. ft.

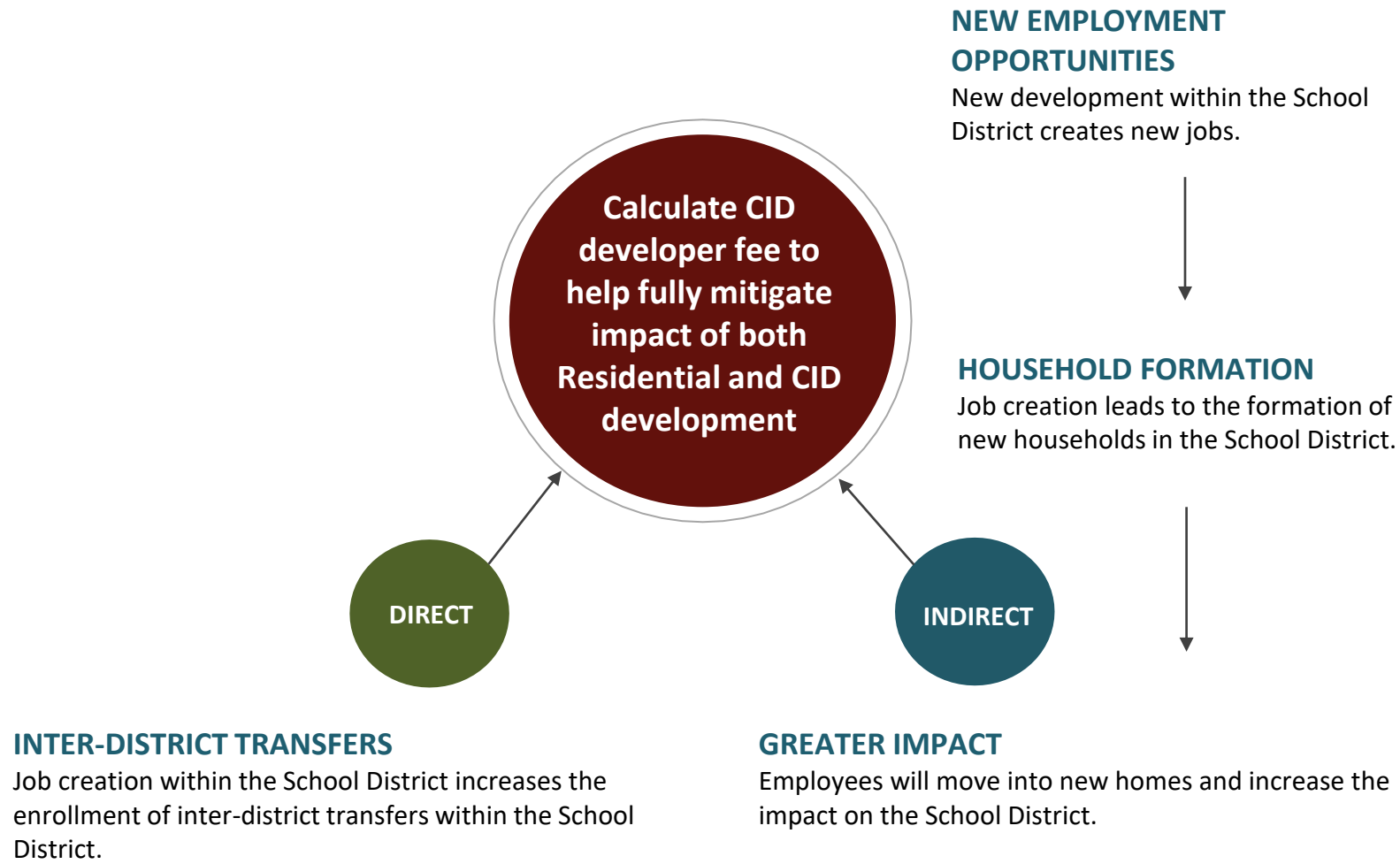
MFA Impact:  
\$5.275 per sq. ft.

[1] Single family detached ("SFD") homes.

[2] Multifamily attached ("MFA") homes.

# Commerical/Industrial Fees

# Level I Fees – Commercial/Industrial Fees



# Level I Fees – Commercial/Industrial Fee Calculation

CID Land Use Category	True CID Impact on OSD per Square Foot	Maximum CID School Fee Allowed by the State
Retail and Services	\$0.524	\$0.524
Office	\$0.819	\$0.554
Research and Development	\$0.712	\$0.554
Industrial/Warehouse/Manufacturing	\$0.632	\$0.554
Hospital	\$0.651	\$0.554
Hotel/Motel	\$0.265	\$0.265
Self-Storage	\$0.015	\$0.015

QUESTIONS?



## OSD BOARD AGENDA ITEM

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section B: Hearing

**Conduct Public Hearing and Consider Adoption of Resolution No. 23-17 of the Board of Trustees of the Oxnard School District to Update Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 (Mitchell)**

---

The State Board of Allocation ("SAB") increased the maximum amounts of statutory school fees ("School Fee") per residential building square foot that may be levied for schools ("Level 1 Fees") from \$4.79 to \$5.17 per square foot for assessable space of residential development and from \$0.78 to \$0.84 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development for unified school districts. Based on the School District's fee sharing agreement with the Oxnard Union High School District, the School District can collect sixty-six percent (66%) or \$3.41 per square foot of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995.

To determine the extent to which a nexus can be established in the School District between residential and commercial/industrial development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amounts of Level 1 Fees that may be levied for schools, the District has previously retained the services of Woolpert, Inc. to prepare the Residential and Commercial/Industrial Development School Fee Justification Study ("Study"). Pursuant to the State law and based on information contained in the Study, the District is fully justified in \$2.75 per square foot for all new Single Family Detached (SFD) residential development and \$3.41 per square foot for all new Multi-Family Attached (MFA) residential development, as well as the following Commercial/Industrial Development fees:

Retail and Services	\$0.524
Office	\$0.554
Research and Development	\$0.554
Industrial/Warehouse/Manufacturing	\$0.554
Hospitals	\$0.554
Hotel/Motel	\$0.265
Self-Storage	\$0.015

The Study was available for public review from April 5, 2024 to April 17, 2024.

**FISCAL IMPACT:**

Update in Level I Fees to \$2.75 per square foot for all new Single Family Detached (SFD) residential development and \$3.41 per square foot for all new Multi-Family Attached (MFA) residential development and up to \$0.554 per square foot for all new commercial/industrial development.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees adopt Resolution No. 23-17, updating the statutory school fees imposed on new residential and commercial/industrial development projects pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 17, 2024, 60 days after the adoption date at the public hearing.

**ADDITIONAL MATERIALS:**

- Attached:** [Residential and Commercial/Industrial Development School Fee Justification Study \(46 pages\)](#)
- [Resolution No. 23-17 \(9 pages\)](#)



► **RESIDENTIAL AND  
COMMERCIAL/INDUSTRIAL DEVELOPMENT  
SCHOOL FEE JUSTIFICATION STUDY**

OXNARD SCHOOL DISTRICT

**MARCH 4, 2024**

**Prepared For:**

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030  
805.385.1501

**Prepared By:**

Woolpert, Inc.  
2855 Michelle Drive, Suite 230  
Irvine, CA 92606  
844.654.2421



**WOOLPERT**

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## EXHIBITS

### **EXHIBIT A:**

Current SAB Form 50-02

### **EXHIBIT B:**

Updated School Facilities Capacity Calculation

### **EXHIBIT C:**

Adjusted School Facilities Capacity Calculation

### **EXHIBIT D:**

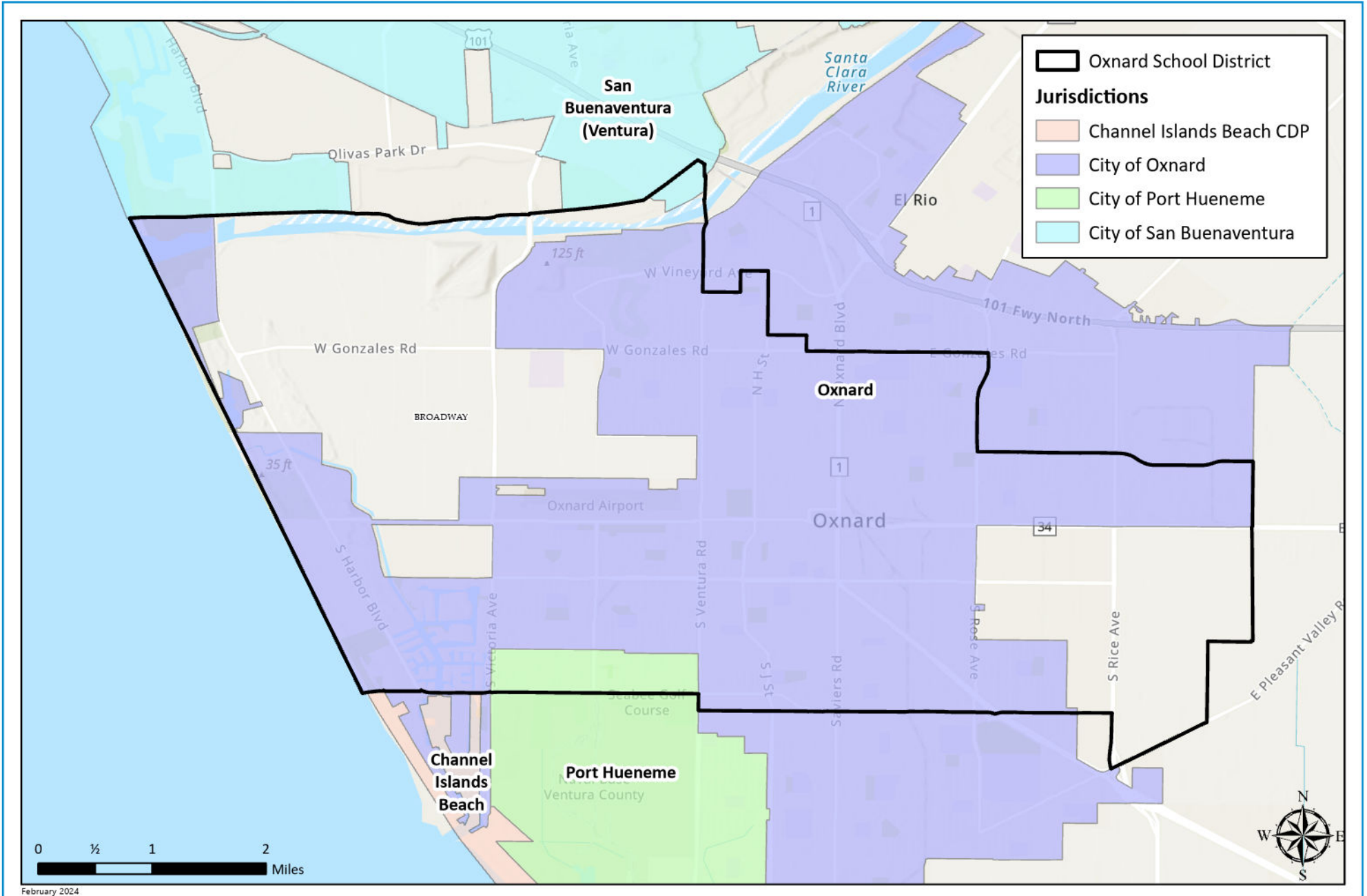
Updated School Facilities Cost Estimates

## EXECUTIVE SUMMARY

This Residential and Commercial/Industrial Development School Fee Justification Study ("Study") is intended to determine the extent to which a nexus can be established in the Oxnard School District ("School District") between residential and commercial/industrial ("CID") development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of statutory school fees ("School Fees") per residential and CID building square foot that may be levied for schools pursuant to the provisions of Section 17620 of the Education Code, as well as Sections 65995 and 66001 of the Government Code, Assembly Bill ("AB") 181, and subdivision (e) of Section 17621 of the Education Code

The School District provides education to students in grades transitional kindergarten ("TK") through 8 residing within portions of the cities of Oxnard, Port Hueneme, and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County") (please see map on following page for a geographic profile of the School District). Collectively, the School District's school facilities in school year 2023/2024 have a capacity of 20,856 students per Section 17071.10(a) of the Education Code. Of these 20,856 seats, 16,941 are at the elementary school level (i.e., grades kindergarten through 5) and 3,915 are at the intermediate school level (i.e., grades 6 through 8). This capacity includes seats from all new school facility construction projects funded by the State of California ("State"), and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 and Exhibit B for an updated school facilities capacity calculation). Based on data provided by the School District, student enrollment is 13,478 in school year 2023/2024. Comparing student enrollment to facilities capacity reveals that facilities capacity exceeds student enrollment at both school levels in school year 2023/2024 (please see Section IV for more information on student enrollment and facilities capacity).

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments ("SCAG") approximately 5,096 additional residential units are expected be constructed within the School District's boundaries through calendar year 2050 ("Future Units"). Of these 5,096 Future Units, 3,058 are expected to be single family detached ("SFD") and 2,038 are expected to be multi-family attached ("MFA") units.



To determine the impact on the School District from Future Units, the Study first multiplied the number of Future Units by the student generation rates ("SGRs") to determine the projected student enrollment from Future Units. The results were that 1,978 students are anticipated to be generated from Future Units.

The School District will need to reconstruct and modernize its existing elementary school and intermediate school facilities. Based on modernization costs provided by the School District, Woolpert (formerly Cooperative Strategies) estimates a modernization cost \$9,291 per seat at the elementary school level and \$34,766 per seat at the intermediate school level. Table ES-1 shows the total school facilities cost impacts from Future Units.

**T A B L E E S - 1**  
**TOTAL SCHOOL FACILITIES COST IMPACTS (2024\$)**

School Levels	Cost Per Student	Students Generated	Total School Facilities Cost Impacts
ES Modernization	\$9,291	1,274	\$11,836,734
IS Modernization	\$34,766	704	\$24,475,264
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>\$36,311,998</b>

The amounts listed in Table ES-1 were apportioned to each land use class based on the number of students generated from such residential land use. Thereafter, the school facilities cost impacts for each land use class were divided by the number of Future Units to calculate the school facilities cost impacts per residential unit. Table ES-2 lists the school facilities cost impacts per residential unit.

**T A B L E E S - 2**  
**TOTAL SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL UNIT (2024\$)**

Land Use	Total School Facilities Cost Impacts	Future Units	School Facilities Cost Impacts per Residential Unit
Single Family Detached	\$22,660,308	3,058	\$7,410
Multi-Family Attached	\$13,651,690	2,038	\$6,699

To determine the school facilities cost impacts per square foot of residential construction, the school facilities cost impacts per unit were divided by the average square footage of a residential unit in each land use class. Table ES-3 lists the school facilities cost impacts per average residential square foot.

**T A B L E E S - 3**  
**TOTAL SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL SQUARE FOOT (2024\$)**

Land Use	School Facilities Cost Impacts per Future Units	Average Square Footage	School Facilities Cost Impacts per Residential Square Foot
<b>Single Family Detached</b>	\$7,410	2,697	\$2.75
<b>Multi-Family Attached</b>	\$6,699	1,270	\$5.27

To determine the commercial/industrial School Fee levels that satisfy the rigorous nexus requirements of AB 181, the Study divides commercial/industrial development ("CID") into seven (7) land use categories: retail and services, office, research and development, industrial/warehouse/ manufacturing, hospital, hotel/motel, and self-storage. The employment impacts of each of these land uses, in terms of the number of employees per 1,000 square feet of building space, are based on information from the San Diego Association of Governments ("SANDAG") pursuant to Section 17621 (e)(1)(B) of the Education Code. These employee impacts are shown in Table ES-4.

**T A B L E E S - 4**  
**EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET CID**

CID Land Use Category	Square Feet per Employee	Employees per 1,000 Square Feet
<b>Retail and Service</b>	447	2.2371
<b>Office</b>	286	3.4965
<b>Research and Development</b>	329	3.0395
<b>Industrial/Warehouse/Manufacturing</b>	371	2.6954
<b>Hospital</b>	360	2.7778
<b>Hotel/Motel</b>	883	1.1325
<b>Self-Storage</b>	15,552	0.0643



Additional data from SCAG, the U.S. Bureau of Census ("Census"), and Zillow provide a basis for estimating net school district household impacts. This number includes only those households occupying new housing units within the School District, as opposed to existing units whose previous occupants may have included school-aged children. Multiplying net school district households by (i) the number of students per household and (ii) total school facilities costs per student, results in estimates of school facilities cost impacts. Collectively, this calculation represents the total school facilities cost impacts per 1,000 square feet of commercial/industrial floor space, expressed in 2024 dollars. These results are summarized in Table ES-5.

**T A B L E E S - 5**  
**GROSS SCHOOL FACILITIES COSTS IMPACTS PER HOUSEHOLD (2024\$)**

School Level	Total Student Generation Impacts	Cost per Student	Gross School Facilities Costs Impacts per Unit
<b>Elementary School</b>	0.0104	\$9,291	\$96.63
<b>Intermediate School</b>	0.0042	\$34,766	\$146.02
<b>Impact per Household</b>	<b>N/A</b>	<b>N/A</b>	<b>\$242.65</b>

The revenue component of the Study estimates the potential fee revenues generated by CID, including residential fees paid by CID related households, as well as CID School Fees. CID related residential revenues are calculated based on the weighted average of the proposed residential School Fee of \$3.01 per square foot, justified in this Study. The residential revenues per household are then subtracted from the impact per household listed above. This results in net impact per household, as summarized in Table ES-6.

**T A B L E E S - 6**  
**NET SCHOOL FACILITIES COST IMPACTS PER HOUSEHOLD (2024\$)**

Item	Amount
<b>Impact per Household</b>	\$242.65
<b>Residential Revenue Per Household</b>	\$8.33
<b>Net School Facilities Cost Impacts Per Household</b>	<b>\$234.32</b>

The net impact per household is then divided by the appropriate square feet per employee for each of the seven (7) CID land use categories to determine the cost impact per square foot of CID for each CID category, as shown in Table ES-7.

T A B L E E S - 7  
**NET SCHOOL FACILITIES COST IMPACTS  
PER SQUARE FOOT (2024\$)**

School Level	Net Impact per Household	Square Feet per Employee	Cost Impact per Square Foot Of CID
<b>Retail and Services</b>	\$234.32	447	\$0.524
<b>Office</b>	\$234.32	286	\$0.819
<b>Research and Development</b>	\$234.32	329	\$0.712
<b>Industrial/Warehouse/Manufacturing</b>	\$234.32	371	\$0.632
<b>Hospital</b>	\$234.32	360	\$0.651
<b>Hotel/Motel</b>	\$234.32	883	\$0.265
<b>Self-Storage</b>	\$234.32	15,552	\$0.015

On January 24, 2024, the SAB increased the maximum Residential and CID School Fees authorized by Section 17620 of the Education Code from \$4.79 to \$5.17 per residential building square foot, and from \$0.78 to \$0.84 per CID square foot for unified school districts.

As shown in Table ES-3, the impact per residential square foot exceeds the maximum MFA residential School Fee per square foot but does not exceed the maximum SFD residential school fee per square foot and, therefore, School Fees would provide for less than 100 percent of the school facilities cost impacts. Based on the School District’s fee sharing agreement with the Oxnard Union High School District (“OUHSD”), the School District can collect 66 percent, or \$3.41 per square foot, for all new Future Units. Since the School District’s share of the current maximum School Fee is less than the school facilities cost impacts per square foot, the Study concludes that the School District is fully justified in levying a residential School Fee of \$3.41 per square foot for all new MFA residential development and \$2.75 for all new SFD Units within its boundaries subject to the limitations under the law.

Based on the School District’s fee sharing agreement with OUHSD, the School District can collect up to \$0.554 per square foot, for all new CID. Justification of the CID School Fee is based on a comparison of cost impacts per CID square foot, as shown in Table ES-7, against the maximum CID Fee per square foot as noted above. As shown in Table ES-8, the School District is justified in levying:

**T A B L E   E S - 8**  
**MAXIMUM SCHOOL FEE PER SQUARE FOOT OF CID**

<b>CID Land Use Category</b>	<b>Maximum School Fee</b>
<b>Retail and Service</b>	\$0.524
<b>Office</b>	\$0.554
<b>Research and Development</b>	\$0.554
<b>Industrial/Warehouse/Manufacturing</b>	\$0.554
<b>Hospitals</b>	\$0.554
<b>Hotel/Motel</b>	\$0.265
<b>Self-Storage</b>	\$0.015

## I. INTRODUCTION

Senate Bill ("SB") 50, which Governor Wilson signed on August 27, 1998, was enacted on November 4, 1998, following the approval of Proposition 1A by the voters of the State in the general election on November 3, 1998. SB 50 includes provisions for the following:

1. Issuance of State general obligation bonds in an amount not to exceed \$9.2 billion;
2. Reformation of the State School Building Program; and
3. Reformation of the School Fee mitigation payment collection procedure.

Additionally, Assembly Bill ("AB") 16, which Governor Davis signed on April 26, 2002, was enacted following the approval of Proposition 47 ("Prop 47") by the voters of the State in the general election on November 5, 2002. Prop 47 includes the authorization for issuance of State general obligation bonds in the amount of \$13.05 billion, and AB 16 provides for additional reformation of the State School Building Program into the School Facilities Program. On March 2, 2004, the voters of the State approved Proposition 55 ("Prop 55"). Prop 55 includes the authorization for the additional issuance of State general obligation bonds in the amount of \$12.3 billion. Finally AB 127, which Governor Schwarzenegger signed on May 20, 2006, was enacted following the approval of Proposition 1D ("Prop 1D") by the voters of the State in the general election of November 7, 2006. Prop 1D includes the authorization for the issuance of State general obligation bonds in the amount of \$10.4 billion. On November 8, 2016, the voters of the State approved Proposition 51 ("Prop 51"). Prop 51 includes the authorization for the issuance of State general obligation bonds in the amount of \$9 billion.

The Mira-Hart-Murrieta Decisions, which formerly permitted school districts to seek mitigation payments in excess of School Fees under certain circumstances, are suspended by AB 127. In lieu of the powers granted by the Mira-Hart-Murrieta Decisions, SB 50 and subsequent legislation provide school districts with an alternative School Fee collection procedure that, subject to certain conditions, authorizes school districts to collect Alternative Fees on residential developments. However, not all school districts will qualify to charge Alternative Fees.

Therefore, school districts must still rely on School Fees as a funding source for school facilities required by new development. However, before a school district can levy School Fees on new development, State law requires that certain nexus findings must be made and documented. The objective of this Study is to provide a rigorous basis for such findings.

## II. LEGISLATION

State legislation, specifically AB 2926 and AB 1600, provides guidelines, procedures, and restrictions on the levy of School Fees for school facilities. Certain provisions of this legislation and history are summarized below:

### A. AB 2926

AB 2926 was enacted by the State in 1986. Among other things, AB 2926 added various sections to the Government Code which authorize school districts to levy School Fees on new residential and commercial/industrial developments in order to pay for school facilities. In addition, AB 2926 provides for the following:

1. No city or county can issue a building permit for a development project unless such School Fees have been paid.
2. School Fees for commercial/industrial development must be supported by the finding that such School Fees "are reasonably related and limited to the needs for schools caused by the development."
3. School Fees for 1987 were limited to \$1.50 per square foot on new residential construction and \$0.25 per square foot for new commercial/industrial construction.
4. Every year, School Fees are subject to annual increases based on the Statewide cost index for Class B construction, as determined by the SAB at its January meeting (This provision was changed to every other year by AB181).

The provisions of AB 2926 have since been expanded and revised by AB 1600.

### B. AB 1600

AB 1600, which created Sections 66000 et seq. of the Government Code, was enacted by the State in 1987. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing or imposing a fee as a condition of approval for a development project.

1. Determine the purpose of the fee.
2. Identify the facilities to which the fee will be put.

3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.
4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.
5. Provide an annual accounting of any portion of the fee remaining unexpended, whether committed or uncommitted, in the School District's accounts five or more years after it was collected.

In other words, AB 1600 limits the ability of a school district to levy School Fees unless (i) there is a need for the School Fee revenues generated and (ii) there is a nexus or relationship between the need for School Fee revenues and the type of development project on which the School Fee is imposed. (The requirements of AB 1600 were clarified with the passage in 2006 of AB 2751, which codifies the findings of *Shapell Industries vs. Milpitas Unified School District*.) The Study will provide information necessary to establish such a nexus between School Fees and residential development.

**C. AB 181**

AB 181, enacted by the State in 1989, made significant changes in several State Codes, including Sections 53080 et seq. of the Government Code which was re-codified as Sections 17620 et seq. of the Education Code on January 1, 1998. Changes in Section 53080 included additional requirements and procedures for imposing School Fees and other conditions on new development. Specifically, AB 181 imposes more stringent nexus requirements on school districts that wish to levy School Fees on CID, as follows:

1. In order to levy a School Fee on CID, a formal study must be conducted to determine the impact of "the increased number of employees anticipated to result" from new CID on the "cost of providing school facilities within the School District".
2. Only that portion of the School Fee justified by the "nexus findings" contained in this study may be levied. Nexus findings must be made on an individual project basis or on the basis of categories of CID and must "utilize employee generation estimates that are based on commercial/industrial factors within the school district."

Categories to be evaluated may include, but are not limited to, office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse uses.

3. Starting in 1990, maximum School Fees for residential and CID will be subject to increases every two (2) years rather than annually.
4. An appeals procedure shall be established whereby the levy of School Fees on a commercial/industrial project may be appealed to the governing board of a school district. Grounds for an appeal must include, but are not limited to, improper project classification by commercial/industrial category, or the application of improper or inaccurate employee or student generation factors to the project.

In summary, AB 181 establishes additional requirements which must be satisfied by school districts prior to their levying School Fees on CID.

### III. METHODOLOGY OF STUDY

Woolpert is projecting an increase in student enrollment attributable to new development in future years. This projected growth will create a demand for new school facilities to be constructed within the School District and the need to incur significant school facilities costs to meet that demand. As a result, the School District has determined that School Fees should be levied on new development projects. The objective of the Study is to provide a basis for such findings consistent with the requirements of AB 2926, AB 1600, AB 1818, and the provisions of Section 66001 of the Government Code.

#### A. RESIDENTIAL METHODOLOGY

Woolpert has determined that School Fees must be levied on new residential projects, if findings can be made that such projects will lead to higher student enrollment and increased facilities costs. In order to evaluate the existence of a nexus, the Study identifies and analyzes the various connections or linkages between residential development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of School Fees that can justifiably be levied. The primary linkages identified include the following:

1. Housing projections - The number of future residential units to be constructed within the boundaries of the School District.
2. Student generation - The number of students generated from a residential unit within the School District.
3. Facility requirements - The number of new school facilities required to house students generated from new residential units
4. School facilities cost impacts - The costs to the School District associated with the construction of new school facilities.
5. School Fee requirements – The School District's need to levy School Fees to cover the cost of new school facilities.

The above linkages result in a series of impacts which (i) connect new residential development with increased school facilities costs and (ii) connect School Fees per residential building square foot with increased facilities costs.



**B. COMMERCIAL/INDUSTRIAL METHODOLOGY**

Woolpert has also determined that School Fees must be levied on new CID projects. In order to determine the nexus relationships identified in AB 181, the Study analyzes the various linkages between CID and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of the School Fee that can justifiably be levied. The primary connections or linkages include the following:

1. Job creation (i.e., new CID within the School District creates new jobs);
2. Household formation (i.e., job creation within the School District leads to the formation of new households in the School District);
3. Student generation (i.e., household formation within the School District generates new students);
4. Facilities requirements (i.e., student generation within the School District leads to the need to incur additional costs for new school facilities); and
5. School Fee requirements (i.e., additional costs for new school facilities within the School District leads to the need to levy School Fees for new development).

The above linkages result in a series of impacts which (i) connect new CID with increased school facilities costs and (ii) connect increased school facilities costs with School Fees on CID buildings. These impacts are identified for different CID land use categories, based on a "prototypical unit" of 1,000 square feet of new commercial or industrial floor space for each category. These "linkage impacts" include five (5) major types:

1. Employment Impacts
2. Household Impacts
3. Student Generation Impacts
4. School Facilities Cost Impacts
5. Fee Revenues

The nature and components of these impacts are summarized in Section III.C, along with the key assumptions and data sources used in estimating their magnitude.

Analysis of the first four (4) linkage impacts provides an estimate of the gross school facilities cost impacts per 1,000 square feet of floor space for each CID category. Analysis and comparison of all five (5) impacts provide an estimate of (i) net school facilities cost impacts (i.e., gross school facilities cost impacts minus residential revenues) per 1,000 square feet of CID floor space and (ii) the maximum commercial/industrial School Fee that can be justified.

**C. COMMERCIAL/INDUSTRIAL LAND USE CATEGORIES**

Linkage impacts are analyzed for the following CID land use categories:

- 1. Retail and Services
- 2. Office
- 3. Research and Development
- 4. Industrial/Warehouse/Manufacturing
- 5. Hospital
- 6. Hotel/Motel
- 7. Self-Storage

**RETAIL AND SERVICES**

The retail and services category includes commercial establishments which sell general merchandise, building materials, hard goods, apparel, and other items and services to consumers. Additional establishments in the retail and services category include nurseries, discount stores, restaurants, entertainment theme parks, new/used car sales facilities, service stations, supermarkets, banks, real estate sales offices, and similar uses.

**OFFICE**

A general office building houses one (1) or more tenants and is the location where affairs of a business, commercial or industrial organization, professional person or firm are conducted. The building or buildings may be limited to one (1) tenant, either the owner or lessee, or contain a mixture of tenants including professional services, insurance companies, investment brokers, company headquarters, and services for the tenants such as a bank or savings and loan, a restaurant or cafeteria, and service retail and services facilities. There may be large amounts of space used for file storage or data processing.

The office category may also include medical offices that provide diagnoses and outpatient care on a routine basis, but which are unable to provide prolonged in-house medical/surgical care. A medical office is generally operated by either a single private physician or a group of doctors.

**RESEARCH AND DEVELOPMENT**

Research and development facilities are those primarily associated with the application of scientific research to the development of high technology products. Areas of concentration include materials, science, computer, electronic, and telecommunications products. Facilities may also contain offices and fabrication areas. Activities performed range from pure research to product development, testing, assembly, and distribution.

**INDUSTRIAL/WAREHOUSE/MANUFACTURING**

Warehouses are facilities that are primarily devoted to the storage of materials. They may also include office and maintenance areas. This category also includes buildings in which a storage unit or vault is rented for the storage of goods.

Manufacturing facilities are building structures where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to actual production of goods, manufacturing facilities generally have office, warehouse, research and associated functions. This category includes light industrial facilities such as printing plants, material testing laboratories, assemblers of data processing equipment, and power stations.

**HOSPITAL**

Hospital refers to any institution where medical or surgical care is given to non-ambulatory and ambulatory patients. The term does not however, refer to medical clinics (facilities that provide diagnoses and outpatient care only) or to nursing homes (facilities devoted to the care of persons unable to care for themselves).

**HOTEL/MOTEL**

Hotels and motels are commercial establishments primarily engaged in providing lodging, or lodging and meals, for the general public. As defined by Government Code Section 65995(d), the hotel/motel category includes, but is not limited to, any hotel, motel, inn, tourist home, or other lodging for which the maximum term of occupancy does not exceed 30 days. It does not, however, include any residential hotel as defined by Section 50519(b)(1) of the Health and Safety Code.

**SELF-STORAGE**

This category includes buildings in which a storage unit or vault is rented for the storage of goods and/or personal materials. This category may also include office areas associated with storage.

Note that CID land use categories may include different industry types. For example, firms in the transportation, communications, or utilities industries may be classified in up to six (6) of the seven (7) land use categories shown above. Similarly, retail firms may also occupy office or industrial space (e.g., for corporate headquarters or warehousing) and manufacturing firms may occupy retail space (e.g., factory retail outlets). In evaluating any given project, the School District should assign the project to whichever CID category is the predominant use within the project.

# IV. FACILITIES CAPACITY AND STUDENT ENROLLMENT

In order to determine whether the School District's existing school facilities contain excess capacity to house students generated by new residential and CID development, school year 2023/2024 student enrollment and school facilities capacity of the School District were evaluated.

Collectively, the School District's school facilities in school year 2023/2024 have a capacity of 20,856 students per Section 17071.10(a) of the Education Code. This capacity includes seats from all new school facility construction projects funded by the State and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 and Exhibit B for an updated school facilities capacity calculation). Of these 20,856 existing seats, 16,941 are at the elementary school level and 3,915 are at the intermediate school level. (The school level configuration of the School District has been altered to be consistent with the SAB Form 50-02.) The enrollment of the School District in school year 2023/2024 is 13,478 students. As shown in Table 1, the School District's facilities capacity exceeds student enrollment at both school levels in school year 2023/2024.

T A B L E 1

EXISTING SCHOOL FACILITIES CAPACITY AND STUDENT ENROLLMENT

School Level	2023/2024 Facilities Capacity	2023/2024 Student Enrollment	Excess/ (Shortage) Capacity
Elementary School (Grades K-5)	16,941	10,278	6,663
Intermediate School (Grades 6-8)	3,915	3,200	715
<b>Total</b>	<b>20,856</b>	<b>13,478</b>	<b>7,378</b>

The capacities identified in Table 1 include seats from school facility reconstruction projects for which State funding applications have been submitted to the Office of Public School Construction ("OPSC") and have been completed or will be completed by the completion of this Study, based on the per-pupil grant amounts submitted for each project.

However, due to the fact that these applications are for the reconstruction of existing school facilities whose capacities are included in the School District’s SAB Form 50-02 (Exhibit A), Woolpert evaluated the original classroom inventories of reconstructed school facilities and removed those classrooms from the capacity calculation by multiplying the number of classrooms removed by the applicable State loading standards. Based on this calculation, it was determined that the elementary school capacity consists of 13,716 seats and intermediate school capacity consists of 3,915 seats (see Exhibit C for the adjusted school facilities capacity calculation). As shown in Table 2, the adjusted facilities capacity exceeds student enrollment at both school levels in school year 2023/2024.

T A B L E 2

**ADJUSTED SCHOOL FACILITIES CAPACITY AND STUDENT ENROLLMENT**

School Level	2023/2024 Facilities Capacity	2023/2024 Student Enrollment	Excess/ (Shortage) Capacity
<b>Elementary School (Grades K-5)</b>	13,716	10,278	3,438
<b>Intermediate School (Grades 6-8)</b>	3,915	3,200	715
<b>Total</b>	<b>17,631</b>	<b>13,478</b>	<b>4,153</b>

As indicated in Table 2, 3,438 elementary school seats and 715 intermediate school seats are available to house students generated from Future Units. These surplus seats will be addressed in Section V. Additionally, due to the age of the School District’s facilities and their current state, the School District will need to perform significant reconstruction and modernization of its existing school facilities, to adequately house students in the future. These reconstruction needs will be discussed in Section V.E.

## V. IMPACT OF RESIDENTIAL DEVELOPMENT ON SCHOOL FACILITIES NEEDS

As discussed in Section III, the objective of the Study is to determine the appropriateness of the imposition of a School Fee to finance school facilities necessitated by students to be generated from new residential development. Section III outlined the methodology which was employed in the Study to meet that objective. Section V is a step-by-step presentation of the results of the analysis.

### A. PROJECTED RESIDENTIAL DEVELOPMENT WITHIN THE SCHOOL DISTRICT

The initial step in developing a nexus as required by AB 2926 and AB 1600 is to determine the number of Future Units to be constructed within the School District's boundaries. Based on information provided by SCAG, the School District expects the construction of approximately 5,096 Future Units through calendar year 2050. Of these 5,096 Future Units, 3,058 are expected to be SFD units and 2,038 are expected to be MFA units. Table 3 distinguishes Future Units by land use.

T A B L E 3  
FUTURE UNITS

Land Uses	Total Future Units
Single Family Detached	3,058
Multi-Family Attached	2,038
<b>Total Units</b>	<b>5,096</b>

### B. RECONSTRUCTION

Reconstruction is the act of replacing existing structures with new construction, which may have an alternative land use (i.e., commercial/industrial versus residential) or may consist of different residential unit types (i.e., SFD versus MFA, etc.).

#### B1. RESIDENTIAL RECONSTRUCTION

Residential Reconstruction consists of voluntarily demolishing existing residential units and replacing them with new residential development.

To the extent Reconstruction increases the residential square footage beyond what was demolished ("New Square Footage"), the increase in square footage is subject to the applicable School Fee as such construction is considered new residential development. As for the amount of square footage constructed that replaces only the previously constructed square footage ("Replacement Square Footage"), the determination of the applicable fee, if any, is subject to a showing that the Replacement Square Footage results in an increase in student enrollment and, therefore, an additional impact being placed on the School District to provide school facilities for new student enrollment.

Prior to the imposition of fees on Replacement Square Footage, the School District shall undertake an analysis on any future proposed projects(s) to examine the extent to which an increase in enrollment can be expected from Replacement Square Footage due to any differential in SGRs as identified in the Study for the applicable unit types between existing square footage and Replacement Square Footage. Any such fee that is calculated for the Replacement Square Footage shall not exceed the School Fee that is in effect at such time.

**B2. RECONSTRUCTION OF COMMERCIAL/INDUSTRIAL CONSTRUCTION INTO RESIDENTIAL CONSTRUCTION**

The voluntary demolition of existing commercial/industrial buildings and replacement of them with new residential development is a different category of Reconstruction. Woolpert is aware that such types of Reconstruction may occur within the School District in the future, however, Woolpert was unable to find information (i) about the amount planned within the School District in the future or (ii) historical levels, which might indicate the amount to be expected in the future. Due to the lack of information, the School District has decided to evaluate the impacts of Commercial/Industrial Reconstruction projects on a case-by-case basis and will make a determination of whether a fee credit is justified based on the nature of the project.

**C. STUDENT GENERATION RATES PER RESIDENTIAL UNIT**

In order to analyze the impact on the School District's student enrollment from Future Units, Woolpert calculated SGFs for SFD and MFA units. The process of determining SGFs involved cross-referencing the School District's enrollment data against the County Assessor(s) residential data.



Sorting and extracting the County Assessor(s) records by land use, Woolpert developed a database of 21,204 SFD units. This database was then compared with the School District's student enrollment database to identify address matches. Upon comparison of the two (2) databases, 7,815 student matches were found, resulting in the SGFs shown in Table 4.

**T A B L E 4**  
**STUDENT GENERATION FACTORS FOR SINGLE FAMILY DETACHED UNITS**

School Level	Students Matched	Single Family Detached Units	Student Generation Factors
Elementary School	5,054	21,204	0.2384
Intermediate School	2,761	21,204	0.1302
<b>Total</b>	<b>7,815</b>	<b>N/A</b>	<b>0.3686</b>

A procedure identical to the one used in calculating the SGFs for SFD units was used to determine SGFs for MFA units. A total of 3,946 students matched to the MFA database which consisted of 11,949 units. The resulting SGFs for MFA units are shown in Table 5.

**T A B L E 5**  
**STUDENT GENERATION FACTORS FOR MUTLI-FAMILY ATTACHED UNITS**

School Level	Students Matched	Multi-Family Attached Units	Student Generation Factors
Elementary School	2,531	11,949	0.2118
Intermediate School	1,415	11,949	0.1184
<b>Total</b>	<b>3,946</b>	<b>N/A</b>	<b>0.3302</b>

However, due to incomplete and incorrect address information in both the student enrollment and residential databases, Woolpert was unable to match all of the School District's students. The results are SGFs that understate the number of students generated by SFD and MFA units. After accounting for incoming interdistrict students that reside outside of the School District's boundaries, there were 1,183 unmatched students. Therefore, Woolpert adjusted the SGFs listed in Tables 4 and 5 based on a rate which considers the number of students successfully matched to a school level and land use. The adjusted SGFs for each land use by school level are shown in Table 6 on the following page.

**T A B L E 6**  
**ADJUSTED STUDENT GENERATION RATES**

School Levels	Single Family Detached Units	Multi-Family Attached Units
<b>Elementary School</b>	0.2617	0.2326
<b>Intermediate School</b>	0.1433	0.1303
<b>Total</b>	<b>0.4050</b>	<b>0.3629</b>

**D. SCHOOL DISTRICT FACILITIES REQUIREMENTS**

By multiplying the Future Units as listed in Table 3 by the SGRs identified in Table 6, the Study determined the projected number of new students to be generated from Future Units. The Projected Student Enrollment by school level is shown in Table 7.

**T A B L E 7**  
**PROJECTED STUDENT ENROLLMENT FROM FUTURE UNITS**

School Level	Projected Student Enrollment from Future SFD Units	Projected Student Enrollment from Future MFA Units	Projected Student Enrollment from Future Units
<b>Elementary School</b>	800	474	1,274
<b>Intermediate School</b>	438	266	704
<b>Total</b>	<b>1,238</b>	<b>740</b>	<b>1,978</b>

As indicated in Section IV, 3,438 surplus elementary school seats and 715 surplus intermediate school seats are available to accommodate the Projected Student Enrollment. Therefore, the Projected Unhoused Students are less than the Projected Student Enrollment at both school levels. Table 8 on the following page shows Projected Unhoused Students for the School District.

**T A B L E 8**  
**PROJECTED UNHOUSED STUDENTS FROM FUTURE UNITS**

School Levels	Projected Students from Future Units	Surplus Seats	Projected Unhoused Students
<b>Elementary School</b>	1,274	3,438	0
<b>Intermediate School</b>	704	715	0
<b>Total</b>	<b>1,978</b>	<b>4,153</b>	<b>0</b>

**E. SCHOOL DISTRICT FACILITIES COSTS**

As mentioned in Section IV, due to the age of the existing school facilities and their current state, the School District will need to perform significant reconstruction and modernization at all school levels in order to adequately serve students in the future.

In order to determine the reconstruction impact of students generated from Future Units, Woolpert divided total reconstruction cost estimates by the total numbers of students expected to utilize the School District’s facilities through built out. Based on cost estimates provided by the School District, reconstruction and modernization of the School District’s facilities will have an estimated total cost of \$263,535,854. Only the proportion of reconstruction costs attributable to the projected student enrollment expected to occupy the available capacity is used to calculate the School Fees. In order to determine the reconstruction impact of students generated from Future Units, Woolpert divided total reconstruction cost estimates by the total capacity for each school to be modernized.

Based on cost information provided by the School District, Woolpert estimates reconstruction and modernization costs to be \$9,291 per elementary school seat and \$34,766 per intermediate school seat. Table 9 on the following page illustrates the total facilities reconstruction cost per student.

**T A B L E 9**  
**ESTIMATED SCHOOL FACILITIES COSTS (2024\$)**

School Levels	Total Modernization Costs	Total Capacity	Total Modernization Cost per Seat
<b>Elementary School</b>	\$127,428,803	13,716	\$9,291
<b>Intermediate School</b>	\$136,107,051	3,915	\$34,766

**F. TOTAL SCHOOL FACILITIES COST IMPACTS**

To determine the total school facilities cost impacts caused by Future Units, Woolpert multiplied the Projected Student Enrollment (Table 7) by the estimated modernization cost per seat (Table 9). Table 10 illustrates the total school facilities cost impacts from future residential development.

**T A B L E 10**  
**TOTAL SCHOOL FACILITIES COST IMPACTS FROM FUTURE UNITS (2024\$)**

Item	Cost per Seat	Students Generated	Total School Facilities Cost Impacts
<b>ES Modernization</b>	\$9,291	1,274	\$11,836,734
<b>IS Modernization</b>	\$34,766	704	\$24,475,264
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>\$36,311,998</b>

**G. SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL UNIT**

To determine the total school facilities cost impacts per future residential unit, the total school facilities cost impacts listed above need to first be apportioned by land use based on the number of elementary school and intermediate school students to be generated from such land use. Table 11 on the following page shows total school facilities cost impacts by land use.

T A B L E 1 1  
**TOTAL SCHOOL FACILITIES COST IMPACTS BY LAND USE (2024\$)**

School Level	Single Family Detached Units	Multi-Family Attached Units	Total School Facilities Cost Impacts
Elementary School	\$7,432,800	\$4,403,934	\$11,836,734
Intermediate School	\$15,227,508	\$9,247,756	\$24,475,264
<b>Total</b>	<b>\$22,660,308</b>	<b>\$13,651,690</b>	<b>\$36,311,998</b>

Total school facilities cost impacts for each land use were then divided by the number of Future Units in such land use to determine school facilities cost impacts per SFD unit and MFA unit. These impacts are shown in Table 12.

T A B L E 1 2  
**SCHOOL FACILITIES COST IMPACTS PER FUTURE UNIT (2024\$)**

Land Uses	Total School Facilities Cost Impacts	Future Units	School Facilities Cost Impacts per Residential Unit
Single Family Detached	\$22,660,308	3,058	\$7,410
Multi-Family Attached	\$13,651,690	2,038	\$6,699

**H. SCHOOL FACILITIES COST IMPACTS PER SQUARE FOOT**

To determine the school facilities cost impacts per square foot of residential construction for each land use, the school facilities cost impacts per unit listed in Table 12 were divided by the average square footage of such type of residential unit. Using square footage information for units constructed within the School District obtained from the County Assessor, Woolpert estimates that the average square footage of an SFD unit in the School District is projected to be 2,697 square feet while the average square footage of an MFA unit is projected to be 1,270 square feet. Table 13 on the following page shows the school facilities cost impacts per square foot of residential construction in the School District.

**T A B L E 1 3**  
**SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL SQUARE FOOT (2024\$)**

Land Uses	School Facilities Cost Impacts per Residential Unit	Average Square Footage	School Facilities Cost Impacts per Square Foot
<b>Single Family Detached</b>	\$7,410	2,697	\$2.75
<b>Multi-Family Attached</b>	\$6,699	1,270	\$5.27

# VI. IMPACT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT ON SCHOOL FACILITIES NEEDS

This section presents the quantitative findings of the commercial/industrial nexus analysis summarized in Section III. In particular, this section presents estimates of the following:

1. All "linkage impacts" discussed in Section III, by CID land use category.
2. Gross school facilities cost impacts per 1,000 square feet of commercial/industrial floor space.
3. Net school facilities cost impacts (i.e., gross school facility cost impacts minus residential revenues) per 1,000 square feet of commercial/industrial floor space.
4. The percentage of the maximum CID School Fee per square foot allowed by law that can be justified to pay for new school facilities.

## A. EMPLOYMENT IMPACTS

As indicated in Section III, employment impacts for different CID categories equal the estimated number of on-site employees generated per 1,000 square feet of commercial/industrial floor space, which are referred to in the Study as CID Land Use Categories. Consistent with the provisions of Section 17621(e)(1)(B) of the Education Code, employment impacts for each category are based on data from SANDAG. The employment impacts are shown in Table 14.

T A B L E 1 4

**EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET (2024\$)**

<b>CID Land Use Category</b>	<b>Square Feet per Employee</b>
<b>Retail and Services</b>	447
<b>Office</b>	286
<b>Research and Development</b>	329
<b>Industrial/Warehouse/Manufacturing</b>	371
<b>Hospital</b>	360
<b>Hotel/Motel</b>	883
<b>Self-Storage</b>	15,552

**B. HOUSEHOLD IMPACTS**

As noted in Section III, household impacts equal the estimated number of households associated with each category of employment impacts, per 1,000 square feet of commercial/industrial floor space. Household impacts include the following components:

1. Households per Employee

The average number of households per employee are calculated based on information obtained from the Census. Based on this information, the total household impacts are 0.5873 households per employee within the School District.

2. Employed Persons Living within the School District

In order to determine the number of employed persons who live within the School District, Woolpert utilized data from the Census. Based on this data, approximately 22.63 percent of the employed persons within the School District are estimated to live within the School District. This trend is expected to increase as new residential and CID projects are approved and additional homes and jobs are created within the School District.

3. Propensity to Occupy New Homes

The propensity to occupy new housing within the general area of the School District helps determine the number of employees generated from new homes. Based on data on recent resales and new home sales obtained from Zillow, new home sales in the School District were estimated to equal 1.01 percent of the total housing units which experienced occupant turnover between 2022 and 2023.

4. Total Household Impact

In order to determine the Total Household Impact of new residential units, the Study multiplied the average employed persons per household, employed person living within the School District, and the propensity to occupy new homes. This helps determine the number of new employees coming to live and work within the School District produced by new residential development, as shown in Table 15 on the following page.



**T A B L E 1 5**  
**TOTAL HOUSEHOLD IMPACTS FROM NEW CID**

Household Impact	Factor
Households per Employees	0.5873
Employees Living within the School Districts	22.63%
Households with Employees Working within the School District	<b>0.1329</b>
Propensity to Occupy New Homes	1.01%
Total Household Impacts	<b>0.0013</b>

**C. STUDENT GENERATION IMPACTS**

As noted in Section III, student generation impacts equal the number of the School District's students associated with each category of CID space. Separate student generation impacts are estimated for each CID category and school level.

**1. RESIDENTIAL STUDENT GENERATION IMPACTS**

In order to analyze household formation as a result of new CID, the SGRs shown in Table 6 must be blended. To blend the SGRs of the two (2) land uses into a single SGR for each school level, the land uses were weighted in proportion to each type's percentage of the future residential units to be constructed within the School District. Applying these weighting factors yields the following blended SGRs shown in Table 16.

**T A B L E 1 6**  
**BLENDED STUDENT GENERATION RATES**

School Level	Blended Student Generation Rates
Elementary School	0.2500
Intermediate School	0.1381

**2. TOTAL STUDENT GENERATION IMPACTS**

Multiplying total household impacts shown in Table 15 by the blended SGRs shown in Table 16 results in the average student generation impacts. These average student generation impacts are shown by school level in Table 17.

**T A B L E 1 7  
AVERAGE STUDENT GENERATION IMPACTS**

<b>School Level</b>	<b>Student Generation Rates</b>	<b>Total Household Impacts</b>	<b>Average Student Generation Impacts</b>
<b>Elementary School</b>	0.2500	0.0013	0.0003
<b>Intermediate School</b>	0.1381	0.0013	0.0002

**D. INTER-DISTRICT TRANSFER IMPACTS**

The Study also evaluates the impact of students attending the School District on an inter-district transfer basis. The inter-district transfer rate is determined by calculating the ratio of student transfers into the School District's schools by the number of persons employed within its boundaries. Based on information provided by the School District, total student transfers into the School District's schools for school year 2023/2024 total 228 at the elementary school level and 90 at the intermediate school level. Employment within the School District's area is estimated at 22,470 persons based on employment estimates provided by SCAG. Table 18 shows the inter-district transfer impacts by school level.

**T A B L E 1 8  
INTER-DISTRICT TRANSFER IMPACTS**

<b>School Level</b>	<b>Inter-District Transfer Impacts</b>
<b>Elementary School</b>	0.0101
<b>Intermediate School</b>	0.0040

**E. TOTAL STUDENT GENERATION IMPACT**

To determine the total student generation impacts of CID on the School District, the average student generation impacts from Table 17 are added to the inter-district transfer impacts from Table 18. The resulting total student generation impacts are displayed in Table 19.

T A B L E 1 9  
**TOTAL STUDENT GENERATION IMPACTS**

School Level	Average Student Generation Impacts	Inter-District Transfer Impacts	Total Student Generation Impacts
Elementary School	0.0003	0.0101	0.0104
Intermediate School	0.0002	0.0040	0.0042

**F. GROSS SCHOOL FACILITIES COST IMPACTS**

As noted in Section III, school facilities cost impacts equal the gross school facilities cost impacts (exclusive of residential revenues) associated with the total student generation impact of each CID category.

**1. SCHOOL FACILITIES COSTS PER STUDENT**

The school facilities costs per student are the average cost impact produced by students generated from Future Units. This impact estimate is derived from the school facilities costs (Table 11) divided by the Projected Student Enrollment from Future Units (Table 3) by school level. Multiplying the total student generation impacts by the school facilities costs per student results in the gross school facilities cost impacts shown in Table 20 on the following page.

T A B L E 2 0  
**GROSS SCHOOL FACILITIES COSTS IMPACTS PER STUDENT (2024\$)**

School Level	Total Student Generation Impacts	Cost per Student	Gross School Facilities Costs Impacts per Student
Elementary School	0.0104	\$9,291	\$96.63
Intermediate School	0.0042	\$34,766	\$146.02
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>\$242.65</b>

**G. FEE REVENUES**

As noted in Section III, fee revenues include two (2) components: residential revenues and potential CID School Fee revenues.

**1. RESIDENTIAL REVENUES AND NET SCHOOL FACILITY COSTS**

Residential revenues equal the maximum revenues from residential development associated with each school level. These revenues are derived from a weighted average of the School District's proposed School Fee of \$3.01 per square foot multiplied by the School District's weighted average square footage for residential units of 2,126 square feet.

Based on this calculation, the residential revenues per unit in the School District are estimated to be \$6,404. Multiplying the average student generation impact shown in Table 17 by residential revenues results in the residential revenues per student shown in Table 21.

T A B L E 2 1  
**RESIDENTIAL REVENUES PER HOUSEHOLD (2024\$)**

Item	Amount
Revenue per Residential Unit	\$6,404
Total Household Impact	0.0013
<b>Residential Revenue per Household</b>	<b>\$8.33</b>

**2. NET SCHOOL FACILITIES COST IMPACTS**

In order to calculate the net school facilities cost impacts per grade level, the residential revenues shown in Table 21 were subtracted from the gross school facilities cost impacts shown in Table 20. The results are the net school facilities cost impacts that must be funded by CID School Fees, as shown in Table 22.

T A B L E 2 2

**NET SCHOOL FACILITIES COST IMPACTS PER HOUSEHOLD (2024\$)**

Item	Amount
<b>Gross School Facilities Cost Impacts per Household</b>	\$242.65
<b>Residential Revenue per Household</b>	\$8.33
<b>Net School Facilities Cost Impacts per Household</b>	<b>\$234.32</b>

**H. JUSTIFICATION OF COMMERCIAL/INDUSTRIAL SCHOOL FEES**

Dividing net school facilities cost impacts shown in Table 22 by total the square feet per employee for each land use category, as shown in Table 14, results in the CID impacts shown in Table 23.

T A B L E 2 3

**EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET**

CID Land Use Category	Net Impact per Household	Square Feet per Employee	Cost Impact per Square Foot Of CID
<b>Retail and Services</b>	\$234.32	447	\$0.524
<b>Office</b>	\$234.32	286	\$0.819
<b>Research and Development</b>	\$234.32	329	\$0.712
<b>Industrial/Warehouse/Manufacturing</b>	\$234.32	371	\$0.632
<b>Hospital</b>	\$234.32	360	\$0.651
<b>Hotel/Motel</b>	\$234.32	883	\$0.265
<b>Self-Storage</b>	\$234.32	15,552	\$0.015

# VII. CONCLUSION

On January 24, 2024, the SAB increased the maximum Residential and CID School Fees authorized by Section 17620 of the Education Code from \$4.79 to \$5.17 per residential building square foot, and from \$0.78 to \$0.84 per CID square foot for unified school districts.

This section summarizes the findings of the Study for new residential and commercial/industrial construction within the School District. In particular, this section summarizes the following:

## 1. RESIDENTIAL FEES

Based on the School District’s fee sharing agreement with OUHSD, the School District can collect 66 percent, or \$3.41 per square foot, for all new Future Units built within its boundaries. Since the School District’s share of the current maximum School Fee is less than the school facilities cost impacts per square foot, the Study concludes that the School District is fully justified in levying a residential School Fee of \$3.41 per square foot for all new MFA residential development and \$2.75 per square foot for all new SFD residential development within its boundaries subject to the limitations under the law.

Based on this information, the School District is justified in charging the Statutory Fee Amounts per square foot shown in Table 24 on new residential construction:

T A B L E 2 4

**MAXIMUM JUSTIFIED STATUTORY RESIDENTIAL FEE PER SQUARE FOOT (2024\$)**

Item	Residential Fee per Square Foot
Single Family Detached	\$2.75
Multifamily Attached	\$3.41

## 2. COMMERCIAL/INDUSTRIAL FEES

Pursuant to the School District's revenue sharing agreement with OUHSD, the maximum the School District can receive from new CID is \$0.554 per square foot of CID constructed within its boundaries. Justification of the CID School Fee is based on a comparison of cost impacts per CID square foot, as shown in Table 23, against the maximum CID Fee per square foot as noted above.

Based on this information, the School District is justified in charging the Statutory Fee Amounts per square foot shown in Table 25 on new CID construction:

**T A B L E 2 5**  
**MAXIMUM JUSTIFIED STATUTORY CID FEE**  
**PER SQUARE FOOT (2024\$)**

CID Land Use Category	CID Fee per Square Foot
<b>Retail and Services</b>	\$0.524
<b>Office</b>	\$0.554
<b>Research and Development</b>	\$0.554
<b>Industrial/Warehouse/Manufacturing</b>	\$0.554
<b>Hospital</b>	\$0.554
<b>Hotel/Motel</b>	\$0.265
<b>Self-Storage</b>	\$0.015

**EXHIBIT A**

CURRENT SAB FORM 50-02



STATE OF CALIFORNIA  
**EXISTING SCHOOL BUILDING CAPACITY**

STATE ALLOCATION BOA  
 OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 50-02 (Rev. 01/01) Excel (Rev. 01/25/2001)

Page 4 of 4

SCHOOL DISTRICT  
 LIXNARD ELEMENTARY  
 COUNTY  
 VENTURA

FIVE DIGIT DISTRICT CODE NUMBER (SEE California Public School Directory)

72538

HIGH SCHOOL ATTENDANCE AREA (IF APPLICABLE)

**PART I - Classroom Inventory**     NEW     ADJUSTED

	K-6	7-8	9-12	Elementary	Secondary	Total
Line 1. Leased State Relocatable Classrooms	88			3		91
Line 2. Portable Classrooms leased less than 5 years						
Line 3. Interim Housing Portables leased less than 5 years						
Line 4. Interim Housing Portables leased at least 5 years						
Line 5. Portable Classrooms leased at least 5 years						
Line 6. Portable Classrooms owned by district	47	12		8		67
Line 7. Permanent Classrooms	272	103		10	10	395
Line 8. Total (Lines 1 through 7)	407	115		21	10	553

**PART II - Available Classrooms**

	K-6	7-8	9-12	Elementary	Secondary	Total
a. Part I, line 4						
b. Part I, line 5						
c. Part I, line 6	47	12		8		67
d. Part I, line 7	272	103		10	10	395
e. Total (a, b, c, & d)	319	115		18	10	452

	K-6	7-8	9-12	Elementary	Secondary	Total
a. Part I, line 8	407	115		21	10	553
b. Part I, lines 1, 2, 5 and 6 (total only)						158
c. 25 percent of Part I, line 7 (total only)						99
d. Subtract c from b (enter 0 if negative)	51	4		4		59
e. Total (a minus d)	356	111		17	10	494

**PART III - Determination of Existing School Building Capacity**

	K-6	7-8	9-12	Elementary	Secondary
Line 1. Classroom capacity	7,975	3,105		234	90
Line 2. SER adjustment					
Line 3. Operational Grants	2,187				
Line 4. Greater of line 2 or 3	2,187				
Line 5. Total of lines 1 and 4	10,162	3,105		234	90

I certify, as the District Representative, that the information reported on this form is true and correct and that:  
 I am designated as an authorized district representative by the governing board of the district; and,  
 This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC).  
 In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

*Richard Duarte*

DATE

2/21/01

**EXHIBIT B**

UPDATED SCHOOL FACILITIES CAPACITY  
CALCULATION

**Oxnard School District**  
**School Facilities Capacity Calculation**

<b>Application</b>	<b>Item</b>	<b>Elementary School</b>	<b>Middle School</b>
	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-009	Driffill Elementary	350	0
50/72538-00-011	Harrington Elementary	807	0
50/72538-00-013	Lemondwood Elementary	575	351
50/72538-00-014	Marshall Elementary	100	216
50/72538-00-015	Elm Street Elementary	600	0
50/72538-00-016	Emilie Ritche Elementary	50	0
50/72538-00-018	Christa McAuliffe Elementary	26	0
50/72538-00-019	Lemonwood Elementary	85	78
50/72538-00-020	Elm Street Elementary	75	0
50/72538-00-021	Marshall Elementary	32	48
50/72538-00-022	McKinna Elementary	675	0
50/72538-00-023	McKinna Elementary	83	0
50/72538-00-024	Ramona Elementary	25	0
<b>Total Capacity</b>	<b>N/A</b>	<b>16,941</b>	<b>3,915</b>

**EXHIBIT C**

ADJUSTED SCHOOL FACILITIES CAPACITY  
CALCULATION

## Oxnard School District

### Adjusted School Facilities Capacity Calculation

<b>Application</b>	<b>Item</b>	<b>Elementary School</b>	<b>Middle School</b>
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-009	Driffill Elementary	350	0
50/72538-00-011	Harrington Elementary	807	0
N/A	Harrington Elementary Reconstruction	(650)	0
50/72538-00-013	Lemondwood Elementary	575	351
N/A	Lemondwood Elementary Reconstruction	(1,000)	0
50/72538-00-014	Marshall Elementary	100	216
50/72538-00-015	Elm Street Elementary	600	0
N/A	Elm Street Elementary Reconstruction	(775)	0
50/72538-00-016	Emilie Ritche Elementary	50	0
50/72538-00-018	Christa McAuliffe Elementary	26	0
50/72538-00-019	Lemonwood Elementary	85	78
50/72538-00-020	Elm Street Elementary	75	0
50/72538-00-021	Marshall Elementary	32	48
50/72538-00-022	McKinna Elementary	675	0
50/72538-00-023	McKinna Elementary	83	0
N/A	McKinna Elementary Reconstruction	(800)	0
50/72538-00-024	Ramona Elementary	25	0
<b>Total Capacity</b>	<b>N/A</b>	<b>13,716</b>	<b>3,915</b>

**EXHIBIT D**  
UPDATED SCHOOL FACILITIES COST ESTIMATES

**Oxnard School District**  
**Summary of Estimated Costs**  
**Elementary School**  
**January 2024**

<b>A. Site</b>				<b>\$5,220,764</b>
	Purchase Price of Property		\$5,155,764	
		Acres <sup>[1]</sup> :	12	
		Cost/Acre:	\$429,647	
	EIR		\$30,000	
	Appraisals		\$15,000	
	Surveys		\$10,000	
	Escrow/Title		\$10,000	
	<i>[1] Assumes Net Usable Acres</i>			
<b>B. Plans</b>				<b>\$2,536,501</b>
	Architect's Fee		\$2,156,250	
	DSA/SDE Plan Check		\$317,688	
	CDE Plan Check Fee		\$27,563	
	Energy Fee Analysis		\$15,000	
	Preliminary Tests		\$20,000	
<b>C. Construction</b>				<b>\$39,375,000</b>
	(Includes Construction, Site Development, General Site Development, and Technology)			
	Square Feet / Student		75	
	Cost / Square Feet		\$700	
<b>D. Tests</b>				<b>\$50,000</b>
<b>E. Inspection</b>				<b>\$180,000</b>
	(\$15,000 per month for 12 months)			
<b>F. Furniture and Equipment</b>				<b>\$787,500</b>
	(2% of Construction)			
<b>G. Contingency</b>				<b>\$1,968,750</b>
	(5% of Construction)			
<b>H. Items Not Funded by the State</b>				<b>\$2,307,147</b>
	Technology (5% of Construction)		\$1,968,750	
	Library Books (8 books/student @ \$15)		\$90,000	
	Landscaping (\$0.44/sq. ft x 12 acres)		\$229,997	
	Landscape Architect Fees (8% of Landscaping)		\$18,400	
<b>I. Total Estimated Cost</b>				<b>\$52,425,662</b>
	<b>Summary</b>			
	School Facilities Capacity - Traditional Calendar		750	
	School Facilities Cost per Student - Traditional Calendar		\$69,901	

**Oxnard School District**  
**Summary of Estimated Costs**  
**Middle School**  
**January 2024**

<b>A. Site</b>				<b>\$8,615,592</b>
	Purchase Price of Property		\$8,550,592	
		Acres <sup>[1]</sup> :	19.9	
		Cost/Acre:	\$429,678	
	EIR		\$30,000	
	Appraisals		\$15,000	
	Surveys		\$10,000	
	Escrow/Title		\$10,000	
	[1] Assumes Net Usable Acres			
<b>B. Plans</b>				<b>\$5,152,950</b>
	Architect's Fee		\$4,387,500	
	DSA/SDE Plan Check		\$636,650	
	CDE Plan Check Fee		\$58,800	
	Energy Fee Analysis		\$25,000	
	Preliminary Tests		\$45,000	
<b>C. Construction</b>				<b>\$84,000,000</b>
	(Includes Construction, Site Development, General Site Development, and Technology)			
	Square Feet / Student		100	
	Cost / Square Feet		\$700	
<b>D. Tests</b>				<b>\$180,000</b>
<b>E. Inspection</b>				<b>\$405,000</b>
	(\$15,000 per month for 18 months x 1.5 inspectors)			
<b>F. Furniture and Equipment</b>				<b>\$1,680,000</b>
	(2% of Construction)			
<b>G. Contingency</b>				<b>\$4,200,000</b>
	(5% of Construction)			
<b>H. Items Not Funded by the State</b>				<b>\$4,803,924</b>
	Technology (5% of Construction)		\$4,200,000	
	Library Books (8 books/student @ \$20)		\$192,000	
	Landscaping (\$0.44/sq. ft. x 19.9 acres)		\$381,411	
	Landscape Architect Fees (8% of Landscaping)		\$30,513	
<b>I. Total Estimated Cost</b>				<b>\$109,037,466</b>
	<b>Summary</b>			
	School Facilities Capacity - Traditional Calendar		1,200	
	School Facilities Cost per Student - Traditional Calendar		\$90,865	



**RESOLUTION NO. 23-17**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD  
SCHOOL DISTRICT TO UPDATE STATUTORY SCHOOL FEES  
IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL  
DEVELOPMENT PROJECTS PURSUANT TO EDUCATION CODE  
SECTION 17620**

WHEREAS, the Board of Trustees ("Board") of the Oxnard School District ("School District") provides for the educational needs for K-8 students within portions of the Cities of Oxnard, Port Hueneme and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County"); and

WHEREAS, The State Allocation Board has taken action pursuant to Government Code Section 65995(b)(3), which authorizes school districts to update statutory school fees to \$5.17 per square foot for assessable space of residential development and \$0.84 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development, as long as such statutory school fees are properly justified by the School District pursuant to law; and

WHEREAS, pursuant to Education Code Section 17623, the School District and the Oxnard Union High School District have entered into an agreement whereby the School District is to receive sixty-six percent (66%) of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995; and

WHEREAS, new residential and commercial/industrial development continues to generate additional students for the School District's schools and the School District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the School District have an impact on the School District's ability to provide an adequate quality education and negatively impacts the educational opportunities for the School District's students; and

WHEREAS, the School District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial development; and

WHEREAS, the Board of the School District has received and considered the study entitled "Residential and Commercial/Industrial Development School Fee Justification Study for Oxnard School District" ("Study"), which includes information, documentation, and analysis of the School Facilities needs of the School District, including (a) the purpose of the Statutory School Fees, (b) the use to which the Statutory School Fees are to be put (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial development and (1) the use for Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from new residential and commercial/industrial development, (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial development (by category) upon the cost of providing

School Facilities within the School District, (e) an evaluation and projection of the number of students that will be generated by new residential development, and (f) the new School Facilities that will be required to serve such students, and (g) the cost of such School Facilities; and

WHEREAS, said Study pertaining to the Statutory School Fees and to the capital facilities needs of the School District were made available to the public as required by law before the Board considered at a regularly scheduled public meeting the Statutory School Fees; and

WHEREAS, all required notices of the proposed Statutory School Fees have been given; and

WHEREAS, a public hearing was held at a regularly scheduled meeting of the Board of the School District relating to the proposed Statutory School Fees; and

WHEREAS, Education Code Section 17621 provides that the adoption, update or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

**Section 1.** That the Board accepts and adopts the Study.

**Section 2.** That the Board finds that the purpose of the Statutory School Fees imposed upon new residential development is to fund the additional School Facilities required to serve the students generated by the new residential development upon which the Statutory School Fees are imposed.

**Section 3.** That the Board finds that the Statutory School Fees imposed on new residential development will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by the new residential development within the School District; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential development, as well as any required central administrative and support facilities, within the School District.

**Section 4.** That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential development within the School District because the Statutory School Fees imposed on new residential development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new residential development.

**Section 5.** That the Board finds that there is a roughly proportional, reasonable relationship between the new residential development upon which the Statutory School

Fees are imposed, and the need for additional School Facilities in the School District because new students will be generated from new residential development within the School District and there is not sufficient capacity in the existing School Facilities to accommodate all additional students.

**Section 6.** That the Board finds that the amount of the Statutory School Fees levied on new residential development as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential development within the School District.

**Section 7.** That the Board finds that the purpose of the Statutory School Fees imposed on new commercial/industrial development is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial development upon which the Statutory School Fees are imposed.

**Section 8.** That the Board finds that the Statutory School Fees imposed on new commercial/ industrial development (by category) will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial development; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/industrial development, as well as any required central administrative and support facilities within the School District.

**Section 9.** That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial development by category within the School District because the Statutory School Fees imposed on commercial/industrial development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial development.

**Section 10.** That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial development by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the School District because new students will be generated from new commercial/industrial development within the School District and the School District does not have sufficient student capacity in the existing School Facilities to accommodate these students.

**Section 11.** That the Board finds that the amount of the Statutory School Fees levied on new commercial/industrial development by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial development within the School District.

**Section 12.** That the Board finds that a separate account has been established for the deposit of Statutory School Fees imposed on residential and commercial/industrial development and that said account has at all times since been separately maintained, except for temporary investments, from other funds of the School District.

**Section 13.** That the Board finds that the funds of the account, described in Section 12, consisting of the proceeds of Statutory School Fees have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and commercial/industrial development, and thus, these funds may be expended for those purposes. The Statutory School Fees may also be expended by the School District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code. In addition, the School District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the School District in collecting the Statutory School Fees.

**Section 14.** That the Board hereby updates the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts:

- A. \$2.75 per square foot of assessable space for new single family detached residential development and \$3.41 for new multifamily attached residential development, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction other than new construction where such construction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of 500 square feet. However, these amounts shall not be imposed on any development project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in Subdivision J of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- B. \$0.554 per square foot of assessable space for new residential development used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision J of Section 1569 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

**Section 15.** That this Board hereby updates the Statutory School Fees as a condition of approval of new commercial/industrial development projects and levies the Statutory School Fees on such development projects in the following amounts per square

foot of chargeable covered and enclosed space for the following categories of commercial/industrial development:

Retail and Services	\$0.524
Office	\$0.554
Research and Development	\$0.554
Industrial/Warehouse/Manufacturing	\$0.554
Hospitals	\$0.554
Hotel/Motel	\$0.265
Self-Storage	\$0.015

**Section 16.** That the proceeds of the Statutory School Fees established pursuant to this Resolution shall continue to be deposited into that account identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the School District in collecting the Statutory School Fees or in financing the described Study or in defending the imposition of Statutory School Fees.

**Section 17.** That the Superintendent, or his designee, is directed to cause a copy of this Resolution to be delivered to the building official of the Cities and County within the School District's boundaries and the Office of Statewide Health Planning and Development ("OSHPD") along with a copy of all the supporting documentation referenced herein and a map of the School District clearly indicating the boundaries thereof, advising the Cities, County and OSHPD that new residential and commercial/industrial development is subject to the Statutory School Fees readopted pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification from this School District of compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any non-residential development absent a certification from this School District of compliance with the requirements of the applicable Statutory School Fees.

**Section 18.** That the Board hereby establishes a process that permits the party against whom the commercial/industrial Statutory School Fees are imposed, the opportunity for a hearing to appeal that imposition of Statutory School Fees for commercial/industrial development as required by Education Code Section 17621(e)(2). The appeal process is as follows:

- A. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the commercial/industrial Statutory School Fees to be imposed or paying the commercial/industrial Statutory School Fees, pursuant to Education Code Section 17620, a party shall file a written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees. The party shall state in the written request the grounds for opposing the imposition of commercial/industrial Statutory School Fees

and said written request shall be served by personal delivery or certified or registered mail to the Superintendent of the School District.

- B. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.
- C. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees, the Superintendent of the School District, or his designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory School Fees. The Superintendent, or his designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or his designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.
- D. The party against whom the commercial/industrial Statutory School Fees are imposed may appeal the Superintendent's, or his designee's, decision to the Board of the School District.
- E. The party appealing the Superintendent's, or his designee's decision, shall state in the written appeal the grounds for opposing the imposition of the commercial/industrial Statutory School Fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent of the School District.
- F. The possible grounds for that appeal to the Board of the School District include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.
- G. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees, the Superintendent of the School District, or his designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory School Fees. The Board of the School District shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and serve the decision by certified or registered mail to the last known address of the party.

- H. The party appealing the imposition of the commercial/industrial Statutory School Fees shall bear the burden of establishing that the commercial/industrial Statutory School Fees are improper.

**Section 19.** That the Superintendent is authorized to cause a certificate of compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amount specified by this Resolution. In the event a certificate of compliance is issued for the payment of Statutory School Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue, then such certificate shall automatically terminate, and the appropriate City shall be so notified.

**Section 20.** That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee previously imposed by the School District on any residential or nonresidential development.

**Section 21.** That the School District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution updating the fees immediately on an urgency basis is adopted by the Board.

APPROVED, ADOPTED, AND SIGNED ON APRIL 17, 2024

BOARD OF TRUSTEES OF THE OXNARD  
SCHOOL DISTRICT

By:

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

ATTEST:

By:

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

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF VENTURA         )

I, Monica Madrigal Lopez, do hereby certify that the foregoing Resolution No. 23-17 was adopted by the Board of Trustees of the Oxnard School District at a meeting of said Board held on the 17<sup>th</sup> day of April, 2024, and that it was so adopted by the following vote:

AYES:            \_\_\_  
NOES:            \_\_\_  
ABSTAIN:        \_\_\_  
ABSENT:         \_\_\_

---

Clerk of the Board of Trustees of the  
Oxnard School District



STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF VENTURA            )

I, Monica Madrigal Lopez, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-17 which was duly adopted by the Board of Trustees of the Oxnard School District at a meeting thereof on the 17<sup>th</sup> day of April, 2024.

---

Clerk of the Board of Trustees of the  
Oxnard School District

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

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

### **Request for Approval of Out-of-State Conference Attendance (DeGenna)**

---

The Board's approval is requested for Sofia Camarena, Diana Huizar, Eliseo Tavira and Alma Limon, District translators, to attend the American Association of Interpreters and Translators in Education's (AAITE) EDU-CON 2024 conference May 2-4, 2024 in Washington, DC. The AAITE Annual Conference is a place where professional translators and interpreters in education gather to share their expertise and promote language access in education.

#### **FISCAL IMPACT:**

Not to exceed \$2,000.00 per attendee, to be paid out of the Title III Funds

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve out-of-state conference attendance for Sofia Camarena, Diana Huizar, Eliseo Tavira and Alma Limon to attend the American Association of Interpreters and Translators in Education's (AAITE) EDU-CON 2024 conference May 2-4, 2024 in Washington, DC, as outlined.

#### **ADDITIONAL MATERIALS:**

**Attached:** [EDU-CON Program \(1 page\)](#)



## **EDU-CON 2024**

May 3-4, 2024 | Washington D.C.

# **Program**

### **May 2nd - Advocacy Day**

**AAITE On the Hill - All Day**

**Details to be Announced Soon**

**Edu-Con 2024 Registration: 3:00 p.m. - 6:00 p.m.**

### **May 3, 2024 - Edu-Con Day 1**

**Pre-Conference Sessions: 9:00 a.m. - 12:00 p.m.**

**Main Conference: 2:00 p.m. - 9:00 p.m.**

**Program Details to be Announced Soon**

### **May 4, 2024 - Edu-Con Day 2**

**Main Conference: 8:00 a.m. - 5:00 p.m.**

**Program Details to be Announced Soon**



**AAITE.ORG**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

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

### **Certification of Signatures (Mitchell)**

---

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

### **ADDITIONAL MATERIALS:**

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

**OXNARD SCHOOL DISTRICT**

**CERTIFICATION OF SIGNATURES**

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

Unless amended by Board action, these approved signatures will be considered valid for the period of April 18, 2024 through June 30, 2024.

Date of Board Action: April 17, 2024

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

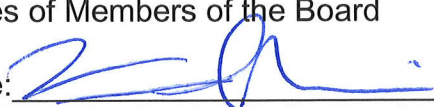


Dr. Anabolena DeGenna,  
Secretary to the  
Board of Trustees

**PART I**

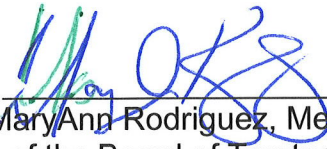
Signatures of Members of the Board

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



Veronica Robles-Solis, President  
of the Board of Trustees

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




MaryAnn Rodriguez, Member  
of the Board of Trustees

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



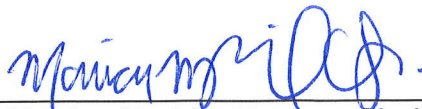
Rose Gonzales, Member  
of the Board of Trustees

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



Brian R. Melanephy, Member  
of the Board of Trustees

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




Monica Madrigal Lopez, Clerk  
of the Board of Trustees

\*Education Code Sections


42632, 42633

**PART 2**

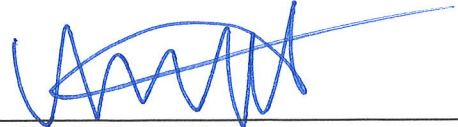
Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

Signature:  \_\_\_\_\_  
Dr. Anabolena DeGenna  
Title: District Superintendent

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

Signature:  \_\_\_\_\_  
Dr. Natalia Torres  
Title: Assistant Superintendent, Human Resources


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

Signature:  \_\_\_\_\_  
Valerie Mitchell, MPPA  
Title: Assistant Superintendent, Business and Fiscal Services

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

**Page Three**

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

  
Dr. Aracely Fox

Title: Assistant Superintendent, Educational Services

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

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

  
Patricia Núñez

Title: Director of Fiscal Services

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

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

  
Lisa A. Franz

Title: Director of Purchasing

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

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

### **Enrollment Report (Mitchell)**

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District enrollment as of March 22, 2024 was 13,510. This is 674 less than the same time last year.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

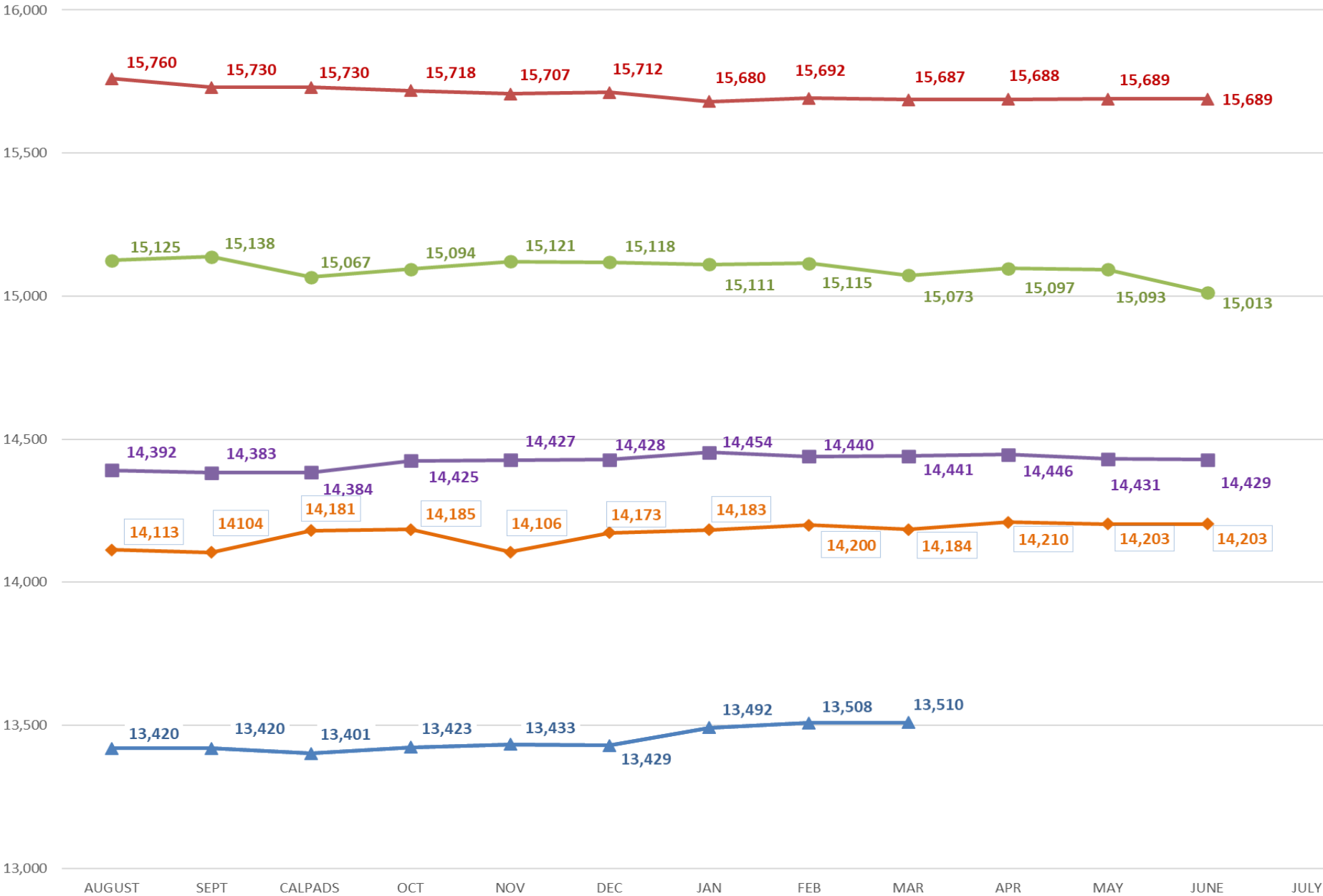
Information only.

### **ADDITIONAL MATERIALS:**

**Attached:** [Graph-Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals \(1 page\)](#)



Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals



▲ 2019-20 Actual    
 ● 2020-21 Actual    
 ■ 2021-22 Actual    
 ◆ 2022-23 Actual    
 ▲ 2023-24 Actual

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

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

### **Purchase Order/Draft Payment Report #23-09 (Mitchell/Franz)**

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

1. A listing of Purchase orders issued 3/07/2024 through 3/26/2024 for the 2023-2024 school year, for \$11,126,402.57.
2. There are no Draft Payments issued from 3/07/2024 through 3/26/2024, for the 2023-2024 school year.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #23-09 as submitted.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Purchase Order/Draft Payment Report #23-09 \(14 Pages\)](#)

**Includes Purchase Orders dated 03/07/2024 - 03/26/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP24-00059	Rip Van, Inc.	640	SUP	130-9320	3,148.80
NP24-00060	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	MATL/SUP	130-9320	3,922.84
NP24-00061	Calif Dept Of Educ	640	SUP	130-9320	668.85
NP24-00062	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	MATL/SUP	130-9320	3,702.38
NP24-00063	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	SUP	130-9320	626.22
NP24-00064	R E FRESH PRODUCE LLC	640	SUP	130-9320	4,410.00
NP24-00065	Chef's Toys & Star Rest Equip	640	MATL/SUP	130-9320	631.25
P24-01344	Daktronics, Inc	060	LCAP_1.24 MATL-SUPL	010-4418	824.84
P24-04319	CN School & Office Sol, Inc Cu Iver-Newlin	044	LCAP_1.06 (EQUIP-ELOP/CAFETERIA TABLES)	010-4400	7,465.88
P24-04320	Lexia Learning Systems LLC	360	LCAP_1.22 STWR APPS	010-5818	1,166.60
P24-04321	Amazon Com	046	LCAP_1.06 MATL-SUPL (ELOP)	010-4300	1,104.98
P24-04322	Amazon Com	046	LCAP_1.06 MATL-SUPL (ELOP)	010-4300	312.56
P24-04323	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	550.10
P24-04324	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	1,016.99
P24-04325	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	670.63
P24-04326	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	1,314.85
P24-04327	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	514.30
P24-04328	Amazon Com	640	MATL/SUP	130-4300	234.20
P24-04329	EBERHARD, A TECTA AMERICA COMP ANY, LLC	630	DEF MAINT/BLDG (ROOF REPAIR @ ESC)	140-6200	1,489,000.00
P24-04330	CDW G	004	LCAP_1.07_COMP EQUIP	010-4418	2,348,492.63
P24-04331	TOM HENSON HENSON MUSIC CENTER	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	76.10
P24-04332	Indeed, Inc.	200	RECRUITMENT	010-5800	1,500.83
P24-04333	School Datebooks	044	MATERIALS & SUPPLIES LCAP_1.24	010-4300	1,001.67
P24-04334	Wyche Oak Park Apts Inc DBA Hi lton Garden Inn Oxnard	048	LCAP_1.24 OPERATIONS-INSTR	010-5600	1,460.00
P24-04335	Petroleum Telcom Inc DBA Telec om	610	MTLS/SUPL (FREMONT/ WALKIES)	010-5900	15,944.18
P24-04336	SHERMAN GARNETT & ASSOCIATES	385	MAT/SUP - Records handbook	010-4200	154.00
P24-04337	Extreme Clean	003	STORES SUPPLIES	010-9320	4,261.76
P24-04338	Natl School Public Relations	315	LCAP_3.02 MTRL/SUPL	010-4300	103.00
P24-04339	Gopher Sport	355	LCAP_1.09 MATERIALS & SUPPLIES PE	010-4300	5,160.00
P24-04340	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	6,925.10
P24-04341	PPG ARCHITECT COATINGS, LLC	003	stores supplies	010-9320	648.95
P24-04342	BOWLERO OXNARD	041	LCAP_1.06 ELOP (Inst.)	010-5800	2,358.51

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



**Includes Purchase Orders dated 03/07/2024 - 03/26/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04343	Oxnard Union High Sch Dist	042	LCAP_2.04 CONF Wellness Ctr. Fremont	010-5200	55.00
P24-04344	Town And Country Resort &	385	LCAP_2.02 & LCAP_2.03 Travel and Conf	010-5200	1,590.48
P24-04345	Veritiv Operating Company	003	stores supplies	010-9320	25,319.22
P24-04346	Uline	003	stores supplies	010-9320	1,227.94
P24-04347	ODP BUSINESS SOLUTIONS, LLC	003	stores supplies	010-9320	5,871.51
P24-04348	Salt Software, LLC	380	LCAP_1.13 MAT/SUPL	010-4300	709.30
P24-04349	CRISIS PREVENTION INSTITUTE	380	LCAP_1.30 MAT/SUPL(BHX)	010-4300	11,023.22
P24-04350	Lakeshore Learning Materials	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	527.56
P24-04351	Lectorum Publications Inc	032	LCAP_1.24 MATL-SUP-BKS OTHER THAN TXTBKS	010-4200	293.41
P24-04352	ASCA	385	Membership/Dues - OSSA	010-5300	234.00
P24-04353	EPS Operations, LLC	041	LCAP_1.24(Mat-Sup) EPS- Wordly Wise Books	010-4200	1,380.63
P24-04354	Carolina Biological Supply	041	LCAP_1.24(Mat-Sup) Carolina Labs	010-4300	397.09
P24-04355	PANERA BREAD COMPANY PANERA LL C	640	SUP	130-4700	430.76
P24-04356	Demco Inc	052	LCAP_1.24 - Mat/Supl-Instr	010-4300	125.70
P24-04357	Lakeshore Learning Materials	060	LCAP_1.24 MATL/SUP-Ins Mr. Hurtado	010-4300	195.56
P24-04358	Amazon Com	052	LCAP_1.24 - Mat/SUPL-Instr	010-4300	98.16
P24-04359	Lakeshore Learning Materials-V	066	LCAP_1.13- MATL/SUP-Instructional (J. Reyes)	010-4300	120.00
P24-04360	OTC BRANDS INC	380	LCAP_1.13 Materials & supplies for ESY 2023	010-4300	507.61
P24-04361	COSTCO WHOLESALE CORPORATION	036	LCAP_1.13 SPED STUFF - MATL-SUPL (INST)	010-4300	100.00
P24-04362	ODP BUSINESS SOLUTIONS, LLC	055	LCAP_1.13 SPED ITEMS - MS. ROMAN	010-4300	150.05
P24-04363	Amazon Com	060	LCAP_1.24 MATL/SUP-Instruction PBIS	010-4300	153.96
P24-04364	Amazon Com	060	LCAP_1.24 MATL/SUP-Instr. N. Gonzales (1)	010-4300	101.89
P24-04365	Amazon Com	060	LCAP_1.24 MATL/SUP-Instr. N. Gonzales (2)	010-4300	136.33
P24-04366	Amazon Com	060	LCAP_1.24 MATL/SUP-Instr. Spring Activity	010-4300	541.69
P24-04367	Amazon Com	060	LCAP_1.24 MATL/SUP-Instr. Mr. Wickenden	010-4300	177.62
P24-04368	Lakeshore Learning Materials	055	LCAP_1.13 SUPPLIES FOR K. ROMAN	010-4300	65.53
P24-04369	Island Packers Co	041	SERV / TITLE 1(GOAL 1, ACTION 25)	010-5800	3,640.00
P24-04370	Superboat Inc. dba. Island Packers	060	SERV / SUPP CONCENTRATION (GOAL 1, ACTION 18)	010-5800	141.00
P24-04371	STERLING VENUE VENTURES LLC	360	RENTAL - TITLE III (LCAP 3.01)	010-5600	1,500.00

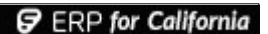
The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.



**Includes Purchase Orders dated 03/07/2024 - 03/26/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04372	Foundation for California Community College	315	LCAP_1.06 (ELOP/SERV)	010-5800	65,198.00
P24-04373	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (BREKKE - WINDOW COVERINGS)	010-4300	693.68
P24-04374	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (CHAVEZ - WINDOW COVERINGS)	010-4300	960.39
P24-04375	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (CURREN - WINDOW COVERINGS)	010-4300	814.76
P24-04376	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (DRIFFILL - WINDOW COVERINGS)	010-4300	998.65
P24-04377	STUNTMASTERS INC.	041	SERV / TITLE 1(GOAL 1, ACTION 25)	010-5800	1,275.00
P24-04378	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (ELM - WINDOW COVERINGS)	010-4300	1,156.37
P24-04379	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (FRANK - WINDOW COVERINGS)	010-4300	1,468.48
P24-04380	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (FREMONT - WINDOW COVERINGS)	010-4300	800.28
P24-04381	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (HARRINGTON - WINDOW COVERINGS)	010-4300	582.36
P24-04382	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (KAMALA - WINDOW COVERINGS)	010-4300	1,832.45
P24-04383	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (LEMONWOOD - WINDOW COVERINGS)	010-4300	1,242.33
P24-04384	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (LOPEZ - WINDOW COVERINGS)	010-4300	247.00
P24-04385	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (MARINA WEST - WINDOW COVERINGS)	010-4300	615.79
P24-04386	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (MCAULIFFE - WINDOW COVERINGS)	010-4300	432.27
P24-04387	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (MCKINNA - WINDOW COVERINGS)	010-4300	533.16
P24-04388	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (RAMONA - WINDOW COVERINGS)	010-4300	991.71
P24-04389	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (RITCHEN - WINDOW COVERINGS)	010-4300	900.68
P24-04390	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (SAN MIGUEL - WINDOW COVERINGS)	010-4300	192.37
P24-04391	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (SIERRA LINDA - WINDOW COVERINGS)	010-4300	488.85
P24-04392	PROSOURCE TEXTILE AND SUPPLY L LC	650	MTLS/SUP (SORIA - WINDOW COVERINGS)	010-4300	2,354.69
P24-04393	Amazon Com	042	LCAP_1.13 MAT/SUPL	010-4300	247.62
P24-04394	Amazon Com	056	LCAP_1.24 MATL/SUPPL INSTRUCTIONAL	010-4300	114.84
P24-04395	Amazon Com	360	LCAP_3.01 Supplies	010-4300	703.22
P24-04396	Amazon Com	360	LCAP_1.05-Books	010-4200	129.74
P24-04397	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	28.18
P24-04398	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	974.16

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



**Includes Purchase Orders dated 03/07/2024 - 03/26/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04399	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	175.59
P24-04400	SMART AND FINAL-C.I. BLVD	003	stores supplies	010-9320	469.37
P24-04401	Amazon Com	042	LCAP_2.04 MAT/SUP Wellness Ctr. Fremont	010-4300	435.60
P24-04402	City Of Ventura Parks Administration	050	LCAP_ 1.24_SERV/TITLE 1	010-5800	1,155.00
P24-04403	Raymond Geddes And Co Inc	040	LCAP_1.24 MATL-SUPL	010-4300	754.11
P24-04404	CDW G	100	Headsets	010-4300	1,108.22
P24-04405	Indeed, Inc.	200	RECRUITMENT (SpEd Paras)	010-5800	9,000.00
P24-04406	Chumash Indian Museum	060	LCAP_1.24 MATL/SUP-Instr. 3rd grade Fieldtrip 5/23	010-5800	624.00
P24-04407	Spicers Paper Inc	655	Materials and Supplies	010-4300	1,231.79
P24-04408	Zangle Nat'l User Group	004	TRAV/CONF-Data Team PD	010-5200	1,016.03
P24-04409	Flewelling and Moody Inc.	630	BOND/BLDG (ROSE AVE - CLOSEOUT)	215-6270	10,000.00
P24-04410	Lakeshore Learning Materials	040	LCAP_1.24 MATL/SUPP	010-4300	268.61
P24-04411	SCHOOL TECH SUPPLY	052	LCAP_1.24 - COMP SUPL & SOFT	010-4418	3,084.75
P24-04412	CDW G	038	LCAP_2.04-ComputerEquip/WellnessCenter	010-4418	1,578.66
P24-04413	CDW G	300	LCAP_1.07 SUBSCRIPTION-ZOOM/Webinar	010-5818	33,660.00
P24-04414	Ashton Awards Inc Aswell Trophy	360	LCAP_3.10 Materials LCFF	010-4300	272.85
P24-04415	Hand2mind	315	LCAP_1.06 MATL-SUPL/ELOP	010-4300	49,074.88
P24-04416	Maad Graphics	048	LCAP_1.24 MTL/SUPL-INSTR	010-4300	320.10
P24-04417	Maad Graphics	060	LCAP_1.24 MATL/SUP-Instr.	010-4300	150.77
P24-04418	Tonertown All Brands Services	060	LCAP_1.24 MATL/SUP-Instr.	010-4300	3,474.15
P24-04419	Amazon Com	040	LCAP_1.24 MATL/SUPP	010-4300	431.44
P24-04420	Amazon Com	057	LCAP_1.24 Materials and supplies	010-4300	439.59
P24-04421	Amazon Com	360	LCAP_3.01 Supplies	010-4300	213.61
P24-04422	Calif Assn Of Latino Supt & Ad	360	LCAP_1.28 -Membership	010-5300	200.00
P24-04423	BARNES AND NOBLE BOOKSELLERS, INC.	360	LCAP_ 1.05-Books	010-4200	76.20
P24-04424	CSPCA - PHILIP J GORDILLO EXEC UTIVE DIRECTOR	210	conf	010-5200	600.00
P24-04425	ENVIROPLEX INC.	630	BOND/BLDG (M WEST ECDC PROJECT)	350-6270	4,316,860.92
P24-04426	ENVIROPLEX INC.	630	BOND/BLDG (ROSE AVENUE ECDC PROJECT)	215-6270	1,353,383.14
P24-04427	Amazon Com	345	LCAP_1.08 Materials	010-4300	190.89
P24-04428	Amazon Com	054	LCAP_1.24- Mtl/sup-instructional	010-4300	148.81
P24-04429	Amazon Com	054	LCAP_1.24- matl/sup-instructional	010-4300	245.29
P24-04430	Amazon Com	054	LCAP_1.24- materials and supplies	010-4300	321.89
P24-04431	Amazon Com	630	Grounds Materials and Supplies	010-4300	435.75
P24-04432	Amazon Com	041	LCAP_1.24(Mat-Sup) Amazon- 6th science	010-4300	1,052.41
P24-04433	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	676.83

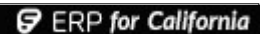
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**Includes Purchase Orders dated 03/07/2024 - 03/26/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04434	Lakeshore Learning Materials	056	LCAP_1.13_MATL/SUPPL INSTRUCTIONAL	010-4300	427.05
P24-04435	MONTGOMERY HARDWARE CO	630	Bond Funds/Materials and Supplies / Rose Ave	215-4300	4,037.06
P24-04436	GENESIS FLOOR COVERING INC	630	LCAP_1.06 Professional Service ELOP	010-5800	113,551.58
P24-04437	ARROW RESTAURANT EQUIPMENT & SUPPLIES INC	640	EQUIP	010-6400	3,707.82
				130-6400	39,344.72
P24-04438	Urbane Cafe Alex Bello-Mgr	042	LCAP_1.09 MATL-SUPL	010-4300	787.44
P24-04439	AMERICA'S TEACHING ZOO	058	LCAP_1.24 Field trip Moorpark Zoo Mar 15 '24	010-5800	330.00
P24-04440	Amazon Com	058	LCAP_1.24 Materials and Supplies	010-4300	216.53
P24-04441	Amazon Com	380	LCAP_1.30 Materials & supplies for Venus Castro	010-4300	117.79
P24-04442	Amazon Com	380	LCAP_1.30 Materials & supplies for Karla Neri	010-4200	67.40
P24-04443	Amazon Com	380	LCAP_1.30 Materials & supplies for Karla Neri	010-4300	206.82
P24-04444	Amazon Com	041	LCAP_1.13 (Mat-Sup) Guevara- SDC allocation	010-4300	113.52
P24-04445	Amazon Com	041	LCAP_1.13(Mat-Sup) Nippard-SPED allocation	010-4300	192.47
P24-04446	Amazon Com	059	LCAP_1.13 (Mat/Sup) Infant	010-4200	79.60
P24-04447	Amazon Com	060	LCAP_1.13 MATL/SUP-Instruction Ms. Caixeiro	010-4300	214.71
P24-04448	Amazon Com	041	LCAP_1.24 (Mat-Sup) Robotics-Amazon	010-4300	757.33
P24-04449	Amazon Com	041	LCAP_1.24(Mat-Sup)Lost Boyz & Bellez Club	010-4300	394.84
P24-04450	Amazon Com	345	LCAP_1.08 Materials	010-4300	180.80
P24-04451	Amazon Com	345	LCAP_1.08 Materials	010-4300	318.01
P24-04452	Amazon Com	345	LCAP_1.08 Materials	010-4300	156.85
P24-04453	Amazon Com	058	LCAP_1.24 Matl's & Supplies Attendance	010-4300	286.87
P24-04454	Vogue Sign Company	630	Materials and Supplies / Safety Signs	010-4300	9,413.15
P24-04455	Foundation Building Matls, LLC	630	LCAP_1.06 MATS SUPS/ELOP	010-4300	10,579.75
P24-04456	TRI-SIGNAL INTEGRATION, INC.	630	Professional Service / Curren	010-5800	387.10
P24-04457	TRI-SIGNAL INTEGRATION, INC.	630	Alarm Repair / Brekke	010-5632	750.00
P24-04458	Lakeshore Learning Materials	058	LCAP_1.24 Mtl' & Supplies	010-4300	839.42
P24-04459	Pyro Comm Systems Inc	630	Audio Visual Materials and Supplies	010-4331	2,034.06
P24-04460	ENVISION FORD LINCOLN OXNARD	630	Vehicle Repair / #196	010-5632	3,440.58
P24-04461	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Rental_Kamala Chiller	010-5600	10,500.00
P24-04462	Pyro Comm Systems Inc	630	Repair / Ramona Fire Control Panel	010-5632	2,880.00
P24-04463	Kone Inc	630	Elevator Repair / Harrington	010-5632	5,983.53

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**Includes Purchase Orders dated 03/07/2024 - 03/26/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04464	IMAGE APPAREL FOR BUSINESS	630	SERV (23-24 MAINT UNIFORMS - V.RAMIREZ)	010-5800	126.71
P24-04465	Amazon Com	059	LCAP_1.13 (Mat/Sup) TEACCH	010-4300	2,536.87
P24-04466	Michaels Stores, Inc	059	LCAP_1.13 (Mat/Sup) TEACCH	010-4300	986.79
P24-04467	Amazon Com	055	LCAP_1.24 OFFICE SUPPLIES	010-4300	131.16
P24-04468	PANERA BREAD COMPANY PANERA LL C	640	SUP Staff meeting	130-4700	430.76
P24-04469	PANERA BREAD COMPANY PANERA LL C	640	SUP - Staff meeting 3/13/24	130-4700	364.95
P24-04470	Lakeshore Learning Materials	058	LCAP_1.24 Matl's & Supplies	010-4300	3,007.61
P24-04471	ODP BUSINESS SOLUTIONS, LLC	055	LCAP_1.13 OFFICE SUPPLIES FOR DHH	010-4300	202.19
P24-04472	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	805.44
P24-04473	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	289.04
P24-04474	HYATT PLACE PASADENA	345	LCAP_1.20 -CONF (TOSA)	010-5200	766.92
P24-04475	EJ Harrison & Sons Inc	315	LCAP_1.06 Utilities/Trash	010-5570	454.75
P24-04476	LA Holdco LLC dba. Los Angeles Dodgers LLC	055	LCAP_1.24 AT-01989 MARSHALL TO DODGERS	010-4300	4,730.00
P24-04477	Gopher Sport	042	LCAP_1.13 & LCAP_1.24 Materials and Supplies	010-4300	1,145.85
P24-04478	LABSOURCE, INC	003	stores supplies	010-9320	453.39
P24-04479	Petroleum Telcom Inc DBA Telecom	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	1,238.08
P24-04480	ORIENTAL TRADING COMPANY	380	LCAP_1.30 Materials & supplies for David Olson	010-4300	160.47
P24-04481	SCHOLASTIC-TEACHER STORE	032	LCAP_1.24 MATL-SUPL -BKS OTHER THAN TXTBKS	010-4200	129.31
P24-04482	Children's Museum of Santa Barbara, MOXI	055	LCAP_1.24 TR24-00213 MARSHALL TO MOXI ON 5/15/24	010-5800	552.00
P24-04483	Carolina Biological Supply	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	382.77
P24-04484	PANERA BREAD COMPANY PANERA LL C	042	LCAP_1.09 MATL-SUPL	010-4300	367.56
P24-04485	Natl Science Teachers Assn	345	LCAP_1.09_Book Science	010-4200	2,484.50
P24-04486	CRISIS PREVENTION INSTITUTE	385	LCAP 2.04 MAT/SUP	010-5800	2,921.89
P24-04487	Amazon Com	380	LCAP_1.30 Materials & supplies for Bianca Hurst	010-4300	225.94
P24-04488	Amazon Com	042	LCAP_2.04 MAT/SUP Wellness Ctr. Fremont	010-4300	2,192.16
P24-04489	Amazon Com	046	LCAP_1.06 MATL-SUPL (ELOP)	010-4300	129.18
P24-04490	Amazon Com	055	LCAP_1.13 SUPPLIES FOR PONTIS DHH	010-4300	64.13
P24-04491	Amazon Com	380	LCAP_1.13 Materials & supplies for Curren OT	010-4300	2,798.42
P24-04492	Amazon Com	380	LCAP_1.13 Materials & supplies for Tony Natour	010-4300	350.30

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04493	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instrucional)	010-4300	204.68
P24-04494	Amazon Com	380	LCAP_1.13 Materials & supplies for Tony Natour	010-4300	190.27
P24-04495	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	23.37
P24-04496	Amazon Com	051	L-CAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	267.99
P24-04497	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	68.20
P24-04498	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	197.12
P24-04499	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	97.39
P24-04500	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	163.97
P24-04501	School Specialty Inc	044	LCAP_12.24_MATL_	010-4300	1,255.50
P24-04502	SANTA BARBARA AIRBUS	315	LCAP_1.06 FIELD TRIP/ELOP	010-5800	5,500.00
P24-04503	VANAMAN GERMAN LLP	380	SERV-Attorney Fees (VF)	010-5899	11,500.00
P24-04504	PEEBEE & JAY PH	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	188.55
P24-04505	Affordable Tables And Chairs	360	LCAP_3.01 RNTL	010-5600	121.00
P24-04506	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	041	LCAP_1.24(Mat-Sup) Vta. Signs;Parent engagement	010-4300	1,026.95
P24-04507	CDW G	640	MATL/SUP - Lasejet Printer	130-4300	400.60
P24-04508	Lakeshore Learning Materials	380	LCAP_1.30 Materials & supplies for Sarah McG	010-4300	206.47
P24-04509	Lakeshore Learning Materials	057	LCAP_1.24 Materials and Supplies	010-4300	1,331.71
P24-04510	ODP BUSINESS SOLUTIONS, LLC	315	LCAP_1.06 MATL-SUPL (Summer)	010-4300	20,000.00
P24-04511	Ventura Co Comm College Distr	210	Registration fee-Career & Inttership Expo. 3/12/24	010-5200	30.00
P24-04512	Ventura Co Comm College Distr	210	Registration fee-Job Fair 4/16/24	010-5200	50.00
P24-04513	Lakeshore Learning Materials-V	055	LCAP_2.04 MAT/SUP FOR WELLNESS CTR	010-4300	1,000.00
P24-04514	Amazon Com	044	LCAP_1.24 MATERIALS & SUPPLIES	010-4300	98.44
P24-04515	Amazon Com	038	LCAP_1.24 MTLs/SUP/2nd grade	010-4300	1,073.86
P24-04516	Children's Museum of Santa Bar bara, MOXI	051	LCAP_1.24 SERVICES (Instructional)	010-5800	582.00
P24-04517	Super Duper Inc	380	LCAP_1.30 Materials & supplies for Alex Ford	010-4300	269.51
P24-04518	ORIENTAL TRADING COMPANY	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	494.63
P24-04519	School Outfitters	054	LCAP_1.24- Matl/sup-instructional	010-4300	2,787.97
P24-04520	See's Candies, Inc	059	LCAP_1.24 Materials & Supplies	010-4300	3,694.80
P24-04521	ORIENTAL TRADING COMPANY	054	LCAP_1.24- matl/sup-instructional	010-4300	623.89
P24-04522	Allcable Inc	004	MAT/SUP Network Cables	010-4300	632.01
P24-04523	ESGI, LLC	050	LCAP_1.24 SERVICES (INSTRUCTIONAL)	010-5818	363.00
P24-04524	ESGI, LLC	040	LCAP_1.24 ONLINE SUBSCRIPTIONS/APPS	010-5818	1,230.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04525	Arthur Walker Dubbs Truck Part s LLC	620	LCAP_4.04 MATERIALS / SUPPL	010-4300	1,000.00
P24-04526	Lakeshore Learning Materials	041	LCAP_2.04 (Mat-Sup) Lakeshore-Wellness Center	010-4300	1,176.52
P24-04527	Lakeshore Learning Materials	046	LCAP_2.04 for Wellness Ctr	010-4300	435.91
				010-4400	4,038.97
P24-04528	SCHOOL TECH SUPPLY	660	PROMETHEAN AP TOUCH MOBILE STAND (STS CREDIT)	010-4418	550.62
P24-04529	Lakeshore Learning Materials	315	LCAP_1.06 MATL/SUPL	010-4300	1,915.68
P24-04530	GREENWOOD PUB GROUP LLC HEINEM ANN	054	LCAP_1.24- materials and supplies	010-4300	728.15
P24-04531	Children's Museum of Santa Bar bara, MOXI	054	LCAP_1.24-Serv-instructional	010-5800	274.00
P24-04532	Ashton Awards Inc Aswell Troph y	041	LCAP_2.04(Mat-Sup) Wellness Center	010-4300	337.58
P24-04533	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	3,237.75
P24-04534	Ccp Industries	003	stores supplies	010-9320	771.31
P24-04535	Hand2mind	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	1,430.88
P24-04536	Gopher Sport	041	LCAP_1.24(Mat-Sup)PE equipment	010-4300	220.62
P24-04537	Brainpop Com LLC	041	LCAP_1.24(Inst.) Online subscription	010-5818	3,030.00
P24-04538	Affordable Tables And Chairs	360	LCAP_3.01 RNTL	010-5600	780.00
P24-04539	Sunrise Phys Therapy Svcs In	610	Mat/Sup - Ergonomics	010-4300	11,353.13
P24-04540	School Specialty Inc	003	stores supplies	010-9320	5,427.27
P24-04541	Tom Rey Garcia dba/ Tomas Cafe & Gallery	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	424.44
P24-04542	DICK BLICK COMPANY BLICK ART M ATERIALS	041	LCAP_1.24(Mat-Sup) Corcoran- Art	010-4300	2,442.08
P24-04543	ODP BUSINESS SOLUTIONS, LLC	385	LCAP_2.05 MAT/SUP - (Mental Health) MHSPD Grant	010-4300	800.00
P24-04544	Grainger Inc	003	stores supplies	010-9320	828.12
P24-04545	Amazon Com	650	MTLS/SUPL	010-4300	57.88
P24-04546	Amazon Com	315	LCAP_1.06 matl/supl	010-4300	61.33
P24-04547	Amazon Com	380	LCAP_1.30_Matis/Suppl (Occupational Therapy)	010-4300	349.02
P24-04548	Amazon Com	380	LCAP_1.30_Matis/Suppl (Occupational Therapy)	010-4300	179.50
P24-04549	Amazon Com	032	LCAP_1.24 MATL-SUPL -BKS OTHER THAN TXTBKS	010-4200	99.50
P24-04550	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXTBKS	010-4200	110.76
P24-04551	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXTBKS	010-4200	226.37
P24-04552	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	447.32
P24-04553	Amazon Com	032	LCAP_1.24 MATL-SUPL BKS OTHER THAN TXTBKS	010-4200	166.78

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P24-04554	Amazon Com	032	LCAP_1.24 MATL-SUPL BKS OTHER THAN TXTBKS	010-4200	137.09
P24-04555	Amazon Com	032	LCAP_1.24 MATL-SUPL BKS OTHER THAN TXTBKS	010-4200	128.33
P24-04556	Amazon Com	032	LCAP_1.24 MATL-SUPL BKS OTHER THAN TXTBKS	010-4200	112.76
P24-04557	Amazon Com	032	LCAP_1.24 MATL-SUPL BKS OTHER THAN TXTBKS	010-4200	57.48
P24-04558	Amazon Com	042	LCAP_1.24 MAT/SUPL	010-4300	231.46
P24-04559	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	123.98
P24-04560	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4200	165.32
P24-04561	Amazon Com	041	LCAP_1.13 (Mat-Sup) YPrado-SDC Allocation	010-4300	213.76
P24-04562	Amazon Com	041	LCAP_1.13(Mat-Sup) SPrado; SDC allocation	010-4300	254.45
P24-04563	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	343.79
P24-04564	Amazon Com	032	LCAP_1.24 MATL-SUPL BKS OTHER THAN TXTBKS	010-4200	140.45
P24-04565	Amazon Com	032	LCAP_1_24 MATL-SUPL BKS OTHER THAN TXTBKS	010-4200	17.64
P24-04566	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4200	298.31
P24-04567	Amazon Com	032	LCAP_1.24 MATL-SUPL BKS OTHER THAN TXTBKS	010-4200	102.07
P24-04568	Amazon Com	032	LCAP_1.24 MATL-SUPL BKS OTHER THAN TXTBKS	010-4200	314.34
P24-04569	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	366.10
P24-04570	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	35.88
P24-04571	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	854.91
P24-04572	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	441.27
P24-04573	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXTBKS	010-4200	118.43
P24-04574	Amazon Com	032	LCAP_1.24 MATL-SUPL-BKS OTHER THAN TXTBKS	010-4200	118.31
P24-04575	Amazon Com	032	LCAP_1.24 MATL-SUPL BKS OTHER THAN TXTBKS	010-4200	63.06
P24-04576	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	358.10
P24-04577	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	845.07
P24-04578	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	466.82
P24-04579	Amazon Com	042	LCAP_1.24 MAT/SUPL	010-4300	226.34
P24-04580	Amazon Com	042	LCAP_1.24 MAT/SUPL	010-4300	218.95
P24-04581	Amazon Com	042	LCAP_1.24 MAT/SUPL	010-4300	220.22

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04582	Amazon Com	380	LCAP_1.30 Materials & supplies for Christina K.	010-4300	256.14
P24-04583	Amazon Com	380	LCAP_1.30 Materials & supplies for Shanna Muth	010-4300	220.82
P24-04584	Amazon Com	380	LCAP_1.30 Materials & supplies for Annabelle C.	010-4200	107.01
P24-04585	Amazon Com	380	LCAP_1.30 Materials & supplies for Julissa G.	010-4300	186.97
P24-04586	Amazon Com	380	LCAP_1.30 Materials & supplies for Julissa G.	010-4300	87.24
P24-04587	Amazon Com	032	LCAP_1.24 MATL-SUPL BKS OTHER THAN TXTBKS	010-4200	496.68
P24-04588	Amazon Com	041	LCAP_1.13 (Mat-Sup) Frazer;SDC allocation - Amazon	010-4200	272.84
P24-04589	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	83.45
P24-04590	Lakeshore Learning Materials	380	LCAP_1.13 MATL/SUPL (Occupational Therapy)	010-4300	25.12
P24-04591	Lakeshore Learning Materials	032	LCAP_1.24 MATL-SUPL-INST	010-4300	1,199.57
P24-04592	Lakeshore Learning Materials	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	545.54
P24-04593	Lakeshore Learning Materials	380	LCAP_1.30 Materials & supplies for Shanna Muth	010-4300	32.76
P24-04594	Spicers Paper Inc	655	Materials and Supplies	010-4300	5,735.34
P24-04595	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	1,641.51
P24-04596	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	1,292.97
P24-04597	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	1,276.95
P24-04598	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	1,772.73
P24-04599	LAW OFFICE OF SHAWNA L. PARKS	380	SERV-attorney fees	010-5899	5,000.00
P24-04600	DICK BLICK COMPANY BLICK ART MATERIALS	003	stores supplies	010-9320	599.78
P24-04601	CCI Office Technologies	655	Materials and supplies	010-4300	2,691.92
P24-04602	CANON SOLUTIONS AMERICA INC	655	Materials and Supplies	010-4300	725.42
P24-04603	CANON SOLUTIONS AMERICA INC	655	Materials and supplies	010-4300	352.44
P24-04604	Amazon Com	630	Grounds Materials and Supplies	010-4300	131.16
P24-04605	Amazon Com	630	Materials and Supplies	010-4300	59.64
P24-04606	CITY OF OXNARD FIRE RECOVERY U SA, LLC	630	Professional Service/ Fire Inspection/ Driffill	010-5800	115.00
P24-04607	Amazon Com	036	LCAP_1.13 MATL-SUPL (INST)	010-4300	92.56
P24-04608	Amazon Com	360	LCAP_3.01 Supplies	010-4300	305.24
P24-04609	CITY OF OXNARD FIRE RECOVERY U SA, LLC	630	Professional Service/ Fire Inspection/ Kamala	010-5800	115.00

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**Includes Purchase Orders dated 03/07/2024 - 03/26/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04610	CITY OF OXNARD FIRE RECOVERY U SA, LLC	630	Professional Service/ Fire Inspection/ San Miguel	010-5800	115.00
P24-04611	Dial Security	630	Professional Services / Lemonwood	010-5800	200.00
P24-04612	AMERICAN BUILDING COMFORT SERV ICES, INC	630	Professional Services / Ramona	010-5800	250.00
P24-04613	CAAAYC	345	LCAP_1.20 CAAAYC Conf. 4/19/24	010-5200	355.00
P24-04614	School Nurse Supply Co	042	LCAP_1.24 MATL-SUPL	010-4300	168.25
P24-04615	TRI-COUNTY OFFICE FURNITURE	050	LCAP_2.04 Furniture Wellness Center (INST)	010-4300	795.01
P24-04616	TRI-COUNTY OFFICE FURNITURE	051	LCAP_2.04 MATERIALS/SUPPLIE (Wellness Ctr.)	010-4300	3,250.92
				010-4400	15,469.46
P24-04617	Urbane Cafe Alex Bello-Mgr	640	SUP	130-4300	298.13
P24-04618	Bjorem Speech Publications	380	LCAP_1.30 Materials & supplies for Shiri Hermesh	010-4300	129.95
P24-04619	LORENZO BISLIG dba/ 3RD WORLD UNLTD GRAPHICS	050	LCAP_1.24 BOOK/REF MATL	010-4300	469.78
P24-04620	Pro Image Sports	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	2,702.37
P24-04621	Super Duper Inc	380	LCAP_1.30 Materials & supplies for Diana Diaz	010-4300	357.03
P24-04622	School Specialty Inc	380	LCAP_1.13 MAT/SUPP(Occupational Therapy)	010-4300	1,184.71
P24-04623	SCRIPPS MEDIA INC VENTURA COUN TY STAR	100	SERV (LEGAL AD)	010-5800	831.02
P24-04624	Uline	032	LCAP_1.24 MATL-SUPL	010-4300	742.97
P24-04625	SCRIPPS MEDIA INC VENTURA COUN TY STAR	100	SERV (LEGAL AD)	010-5800	188.56
P24-04626	TARGET CORPORATION	360	Gift card purchase using Driscolls Donation	010-4300	6,258.00
P24-04627	Petesehria, LLC PizzaMan Dan's	032	LCAP_1.24 MATL-(INST)	010-4300	437.00
P24-04628	Ventura Co Star	600	SERV-Legal Ad-Public Hearing.DevFeeStudyUpdate24	010-5800	499.20
P24-04630	NIGRO & NIGRO PC	600	SVC - 2023/24 Audit, General	010-5800	49,500.00
P24-04631	NIGRO & NIGRO PC	600	SVC- Audit. Measure I. 2023-24	010-5800	10,000.00
P24-04632	TEACHER CREATED MATERIALS	360	LCAP_2.07 (SERV/LCSSP)	010-5800	5,500.00
P24-04633	THINK TOGETHER ORENDA EDUCATIO N	300	SERV - TITLE 1 (LCAP_1.14)	010-5800	257,000.00
P24-04634	STERLING VENUE VENTURES LLC	300	RENTAL (K-8 SCHOOLS PROMOTIONS)	010-5600	5,250.00
P24-04635	Lucha Inc. Inlakech Cultural A rts Center	360	SERV- LCAP_1.24	010-5800	500.00
P24-04636	BRETT HADDOAK	315	SERV- ELOP (LCAP_1.06)	010-5800	45,000.00
P24-04637	Raymond West Intralogistics So lutions	315	SERV- ELOP (LCAP_1.06)	010-5800	20,500.00
P24-04638	MARK ALBRENT PAINTING INC	630	ELOP/BLDG (PAINT)	010-6200	26,980.00
P24-04639	Lakeland Tours LLC dba. WorldS trides	100	SERV / ELOP (LCAP 1.06)	010-5800	34,615.00

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**Includes Purchase Orders dated 03/07/2024 - 03/26/2024**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount	
P24-04640	STERLING VENUE VENTURES LLC	100	RENTAL (Welcome Back 24-25)	010-5600	6,500.00	
P24-04641	Amazon Com	003	stores supplies	010-9320	867.40	
P24-04642	Ventura Co Office Of Education	380	LCAP_2.9 - SCP (5 STUDENTS)	010-5800	158,400.00	
P24-04643	SCHOOL TECH SUPPLY	315	LCAP_1.06 SERV/ELOP	010-5800	177,767.21	
P24-04644	Angel Tarango Angel's Backflow Service Inc	630	Professional Services / Backflow testing	010-5800	2,000.00	
P24-04645	BSN Sports	003	stores supplies	010-9320	1,015.29	
P24-04646	CANON SOLUTIONS AMERICA INC	655	Materials and Supplies	010-4300	2,382.74	
P24-04647	STORM WATER INSPECTION & MAINT ENANCE SERVICES INC.	630	Professional Services / Inspections	010-5800	2,840.00	
P24-04648	Amazon Com	056	LCAP_1.24 MATL/SUPPL INSTRUCTIONAL	010-4300	303.95	
P24-04649	FOUR POINTS BY SHERATON LAX	380	LCAP_1.30_ Travel & Conference for VI paras	010-5200	1,324.00	
P24-04650	WON-DOOR CORPORATION	630	Professional Services	010-5800	1,000.00	
P24-04651	AMERICAN BUILDING COMFORT SERVICES, INC	630	Professional Service / Frank	010-5800	7,630.00	
P24-04652	Best Buy	004	LCAP_1.07_ COMP SUP-TV Replacements	010-4418	1,310.97	
P24-04653	Apple Computer Inc	004	LCAP_1.07_ COMP SUP Stud iPads	010-4418	49,422.79	
P24-04654	ODP BUSINESS SOLUTIONS, LLC	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	620.32	
P24-04655	Dial Security	630	Professional Services / Elm	010-5800	3,420.00	
P24-04656	Amazon Com	385	MAT/SUP - Headset w/mic	010-4400	572.38	
P24-04657	ODP BUSINESS SOLUTIONS, LLC	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	370.74	
P24-04658	Amazon Com	360	LCAP_3.01 Supplies	010-4300	60.73	
P24-04659	Home Depot Inc	003	MTLS/SUPPLIES (WHSE)	010-4300	52.39	
<b>Total Number of POs</b>				<b>348</b>	<b>Total</b>	<b>11,126,402.57</b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	330	3,894,506.99
130	CAFETERIA FUND	14	58,614.46
140	DEFERRED MAINTENANCE FUND	1	1,489,000.00
215	BOND FUND MEASURE I 2022	3	1,367,420.20
350	COUNTY SCHOOL FACILITY FUND	1	4,316,860.92
		<b>Total</b>	<b>11,126,402.57</b>

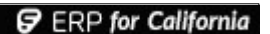
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Includes Purchase Orders dated 03/07/2024 - 03/26/2024

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P22-01838	588,840.00	215-6290	BOND FUND MEASURE I 2022/INSPECTION	73,920.00
P24-00143	7,101.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	546.25
P24-00193	1,200.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	201.42
P24-00226	1,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,000.00
P24-00231	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P24-00240	25,486.11	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,291.97
P24-00258	2,000.00	010-5632	GENERAL FUND/REPAIRS	1,000.00
P24-00259	7,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	869.85
P24-00269	45,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P24-00273	3,800.00	010-4352	GENERAL FUND/LANDSCAPE PLANTS	800.00
P24-00329	5,000.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	250.92-
P24-00340	53,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	3,000.00
P24-00362	5,500.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	1,000.00
P24-00429	5,500.00	010-4353	GENERAL FUND/EQUIPMENT PARTS	1,377.61
P24-00430	1,000.00	010-5500	GENERAL FUND/OPERATION AND HOUSEKEEPING	500.00
P24-00587	6,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P24-00742	5,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P24-01008	900.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	300.00
P24-01043	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,355.87
P24-01187	110,000.00	130-4700	CAFETERIA FUND/FOOD	40,000.00-
P24-01188	110,000.00	130-4700	CAFETERIA FUND/FOOD	40,000.00-
P24-01189	100,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00-
P24-01192	100,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00-
P24-01196	100,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00-
P24-01197	100,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00-
P24-01198	100,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00-
P24-01203	100,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00-
P24-01207	70,000.00	130-4700	CAFETERIA FUND/FOOD	40,000.00
P24-01208	70,000.00	130-4700	CAFETERIA FUND/FOOD	39,916.96
P24-01210	80,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00
P24-01213	80,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00
P24-01217	80,000.00	130-4700	CAFETERIA FUND/FOOD	48,733.66
P24-01218	80,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00
P24-01229	80,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00
P24-01234	80,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00
P24-01345	2,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P24-01836	492.78	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	44.73-
P24-02080	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P24-02870	1,144,300.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	485,500.00
P24-03026	1,817.89	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,259.34-
P24-03342	98.34	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10.91
P24-03416	808.71	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	147.03

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Includes Purchase Orders dated 03/07/2024 - 03/26/2024

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P24-03451	82.06	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	9.30-
P24-03571	808.71	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	147.03
P24-03674	262.91	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	25.91
P24-03789	239,450.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	20,200.00
P24-03809	175.76	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.19-
P24-03811	4,125.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	625.00
P24-03833	410.27	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	33.31-
P24-03869	7,800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,800.00
P24-03990	379.82	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	28.75-
P24-04014	347.93	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	77.39-
P24-04020	550.49	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	16.63
P24-04142	203.53	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	15.13-
P24-04144	151.54	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	28.03-
P24-04150	562.84	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	43.31
P24-04157	642.73	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1.19
P24-04181	193.57	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1.09-
P24-04222	502.88	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	19.08
P24-04239	289.18	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.51
P24-04247	74.17	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	24.12-
P24-04248	40.20	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	16.39
P24-04256	9,592.96	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	849.78
		010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	520.83
			Total PO P24-04256	1,370.61
P24-04275	1,313.32	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	188.68
P24-04280	135.42	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	29.30-
P24-04289	119.90	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	75.11-
P24-04294	287.85	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8.34
			<b>Total PO Changes</b>	<b>605,059.50</b>

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## OSD BOARD AGENDA ITEM

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

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

**Ratification of Allocations of Offsite Improvements Contract Contingency #6 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

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The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue Elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No. 001 to the Lease Agreement as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), (2) Sublease Payments in the amount of \$173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Allowances are in the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying document list all the account draws approved to date for the Contractor Contingency.

Fund activity is as follows:

Contractor Contingency Allocation Approval: This contingency fund began with a fund balance of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00). There have been allocations totaling One Hundred Seven Thousand Three Hundred Forty-Four Dollars and Sixty-Two Cents (\$107,344.62) leaving a fund balance of Forty-Two Thousand Six Hundred Fifty-Five Dollars and Thirty-Eight Cents (\$42,655.38).

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #6 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

**ADDITIONAL MATERIALS:**

**Attached:** [Contractor Contingency Allocation #006 \(2 Pages\)](#)

[OIDR #02 \(7 Pages\)](#)

[OIDR #3 R1 \(2 Pages\)](#)

[OIDR #5 \(6 Pages\)](#)

[OIDR #7 \(10 Pages\)](#)

[OIDR #9 \(6 pages\)](#)

[Amendment #001 \(21 Pages\)](#)

[Agreement #17-158, Balfour Beatty Construction LLC \(22 Pages\)](#)



# OFFSITE IMPROVEMENTS ALLOWANCE ALLOCATION APPROVAL

Date: 04/17/2024

Offsite Improvement Allowance Approval NO. 6

**PROJECT:** Rose Ave. ES K-5 Reconstruction  
O.S.D. BID No. N/A  
O.S.D. Agreement No. 17-158

**OWNER:** Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

**ARCHITECT:** IBI/Arcadis  
537 South Broadway  
Los Angeles CA 90015

**CONTRACTOR:** Balfour Beatty Construction LLC  
13520 Evening Creek Dr. North #270  
San Diego CA 92128

**Architects Proj. No.:** 109990  
**D.S.A. File No.:** 56-22  
**D.S.A. App. No.:** 03-119284

**Attn:** Dennis Kuykendall

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

ORIGINAL ALLOWANCE FOR OFFSITE IMPROVEMENTS PER GMP.....	\$ 150,000.00
NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS.....	\$ (31,742.00)
ADJUSTED CONTINGENCY SUM.....	\$ 118,258.00
<b>NET CHANGE – ALLOCATION #6</b>	<b>\$ (75,602.62)</b>

Total Off-Site Allocations to Date: .....\$ (107,344.62)

ADJUSTED CONTINGENCY SUM THROUGH NO #6.....\$ 42,655.38

Commencement Date: .....November 1, 2021

Original Completion Date: .....October 5, 2023

Original Contract Time: .....705 Calendar Days

Time Extension for all Previous Change Orders: .....97 Days

Time Extension for this Change Order: .....0 Days

Adjusted Completion Date: .....January 12, 2024

Item	Description	Additional Cost related to Bid/Buyout	Conflicts Discrepancies or Errors in Documents	Additional Work Required by IOR or Other Agency not in Plans	Other Item Agreed to by District and Contractor
1.	OIDR #02 – Survey for sidewalk easement			\$833.00	
2.	OIDR #3R1 – Install gate valves at fire hydrants			\$70,857.62	
3.	OIDR #5 – Provide survey for basin description			\$1,200.00	
4.	OIDR #7 – Survey for relocation of sanitary sewer			\$1,815.00	
5.	OIDR #9R – Provide legal description of waterline			\$900.00	
6.					
	Totals			\$75,602.62	

Total Offsite Improvement Allocation Approval No. 6 ..... \$ 75,605.62

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**APPROVAL (REQUIRED):**

**BOARD APPROVAL**

**DATE:** \_\_\_\_\_

**ASST. SUPT./PURCHASING DIRECTOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



# OFFSITE IMPROVEMENTS ALLOWANCE ALLOCATION APPROVAL

Date: 04/17/2024

Offsite Improvement Allowance Approval NO. 006

**PROJECT:** Rose Ave. ES K-5 Reconstruction  
O.S.D. BID No. N/A  
O.S.D. Agreement No. 17-158

**OWNER:** Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

**ARCHITECT:** IBI/Arcadis  
537 South Broadway  
Los Angeles CA 90015

**CONTRACTOR:** Balfour Beatty Construction LLC  
13520 Evening Creek Dr. North #270  
San Diego CA 92128

**Architects Proj. No.:** 109990  
**D.S.A. File No.:** 56-22  
**D.S.A. App. No.:** 03-119284

**Attn:** Dennis Kuykendall

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

ORIGINAL ALLOWANCE FOR OFFSITE IMPROVEMENTS PER GMP.....	\$ 150,000.00
NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS.....	\$ (31,742.00)
ADJUSTED CONTINGENCY SUM.....	\$ 118,258.00
<b>NET CHANGE – ALLOCATION #006</b> .....	<b>\$ (75,602.62)</b>

Total Off-Site Allocations to Date: .....\$ (107,344.62)

ADJUSTED CONTINGENCY SUM THROUGH NO #006.....\$ 42,655.38

Commencement Date: .....November 1, 2021

Original Completion Date: .....October 5, 2023

Original Contract Time: .....705 Calendar Days

Time Extension for all Previous Change Orders: .....97 Days

Time Extension for this Change Order: .....0 Days

Adjusted Completion Date: .....January 12, 2024

Item	Description	Additional Cost related to Bid/Buyout	Conflicts Discrepancies or Errors in Documents	Additional Work Required by IOR or Other Agency not in Plans	Other Item Agreed to by District and Contractor
1.	OIDR #02 – Survey for sidewalk easement			\$833.00	
2.	OIDR #3R1 – Install gate valves at fire hydrants			\$70,857.62	
3.	OIDR #5 – Provide survey for basin description			\$1,200.00	
4.	OIDR #7 – Survey for relocation of sanitary sewer			\$1,815.00	
5.	OIDR #9R – Provide legal description of waterline			\$900.00	
6.					
	Totals			\$75,605.62	

Total Offsite Improvement Allocation Approval No. 006 ..... \$ 75,605.62

**APPROVAL (REQUIRED):**

**BOARD APPROVAL**

**DATE:** \_\_\_\_\_

**ASST. SUPT./PURCHASING DIRECTOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

RECEIVED  
5/24/23

Contingency	Owner	<input checked="" type="checkbox"/>	Oxnard School District
Draw	Architect	<input checked="" type="checkbox"/>	IBI Group
Request (CDR)	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	CM	<input checked="" type="checkbox"/>	CFW, Inc.

### OFFSITE IMPROVEMENT DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
200 East Driskill St.  
Oxnard, CA 93030

Offsite Improvement Allowance Draw Request #: 03

Date: 3/31/2023

TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

RELEASE FOR CONSTRUCTION  
This is to confirm this proposed work has been reviewed by the District and released for construction.  
PROCEED WITH THE WORK

The Contract is changed as follows:

Ref. Cost Event #117 CCD 15 Shut Off Valves  Provide labor, materials and equipment to install shut off valve in the fire rooms of Bldg A, Bldg B, and Bldg C North per CCD 15.	\$ 70,857.62
---	--------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

CONSTRUCTION MANAGER  
CFW Group, Inc.

By: Rafael Flamilla By: \_\_\_\_\_ By: \_\_\_\_\_

Date: 03/31/23 Date: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER - Oxnard School District

By: [Signature] Date: 4/17/23

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	3-31-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	117
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an Itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #117 CCD 15 Shut Off Valves

Provide labor, materials and equipment to install shut off valve in the fire rooms of Bldg A, Bldg B, and Bldg C North per CCD 15.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
RCM Fire	\$	47,720.00	
Taft Electric	\$	6,257.00	
Ironman	\$	14,520.25	
Premier Drywall	\$	2,360.37	
		<b>Subtotal B: \$</b>	<b>70,857.62</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b> * N/A for Contingency Draw Requests			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>70,857.62</b>

**The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.**

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)	Signature	Date
		2023-03-31



<b>Allowance</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (ADR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	CM	<input checked="" type="checkbox"/>	CFW, Inc.

**OFFSITE IMPROVEMENT DRAW REQUEST**

PROJECT:	Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Offsite Improvement Allowance Draw Request #: 005 Date: 1/3/23
----------	---	---

TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030


The Contract is changed as follows:

<p>Furnish professional survey services to produce a legal description of the detention basin area.</p> <p align="center">Ref. Cost Event #51</p> <p align="center">*propose draw from offsite improvement allowance.</p>	<p>\$ 1,200.00</p>
---	--------------------

- The cost of this work will be drawn from the Offsite Improvement Allowance:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	CONSTRUCTION MANAGER CFW Group, Inc.
------------------------------	------------------------	---

By:  By: \_\_\_\_\_ By: \_\_\_\_\_

Date: 1/3/23 Date: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER - Oxnard School District By: \_\_\_\_\_ Date: \_\_\_\_\_

November 30, 2022

Mr. Leon Cavallo  
Project Superintendent  
Balfour Beatty  
O: 805-983-1558  
C: 805-206-8614  
E: [lcavallo@balfourbeattyus.com](mailto:lcavallo@balfourbeattyus.com)

RE: **Change Order No. 6 for Legal Description for Detention Basin**  
Rose Avenue Elementary – Oxnard, CA  
HZ Proposal No. R313694.02

Dear Leon:

Huitt-Zollars, Inc. appreciates the opportunity to continue to provide professional surveying services to Balfour Beatty (Client) on the Rose Avenue Elementary Project located in Oxnard, CA (Project). Huitt-Zollars is requesting a contract modification for additional staking and re-staking as outline below.

**SCOPE OF SERVICES:**

---

**1.0 Legal Description**

Huitt-Zollars will provide a legal description of the detention basin area.

**COMPENSATION:**

---

<b>Total Change Order No. 6</b>	<b>\$</b>	<b>1,200.00</b>
---------------------------------	-----------	-----------------

**TERMS & CONDITIONS:**

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Our services have been provided per the Professional Services Agreement dated October 8, 2021, between Balfour Beatty and Huitt-Zollars.

R313694.02

11-28-2022

EXHIBIT "A"  
LEGAL DESCRIPTION  
DETENTION BASIN

That portion of Subdivision 33 of the Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of Ventura County, in an action entitled "Thomas A.Scott, et al, Plffs. vs Rafael Gonzales, et al, Defts.", more particularly being a portion of the land described in that certain Grant Deed recorded October 29, 1964, in Book 2659, Page 552, of Official Records in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of the Northerly right of way line of La Puerta Avenue, 50.00 feet wide, and the Easterly right of way line of Driskill Street, 60.00 feet wide, as shown on Record of Survey, filed in Book 61, Page 81, of Records of Survey in said office of the County Recorder; thence along said Easterly right of way line North 00°00'30" East 313.76 feet; thence leaving said Easterly right of way line South 89°59'30" East 429.45 feet to the TRUE POINT OF BEGINNING; thence North 00°00'00" East 135.59 feet; thence North 90°00'00" East 49.60 feet; thence South 00°00'00" East 125.24 feet; thence North 90°00'00" West 5.61 feet; thence North 00°00'00" East 3.88 feet; thence North 90°00'00" West 4.49 feet; thence South 00°00'00" East 14.23 feet; thence North 90°00'00" West 39.50 feet to the TRUE POINT OF BEGINNING.

Containing an area of 6,603 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

*David W. Mackey*

DAVID W. MACKEY, PLS 8912



**SANTA LUCIA AVENUE**

TRACT NO. 1363-2  
33 M.R. 8-11 (MAPS)

TRACT NO. 1615-2



**HAAZ WAY**

**GAUCHO WAY**

**FERRARA WAY**

☉ **DRISKILL STREET**

RECORD OF SURVEY

SUBDIVISION 33  
RANCHO EL RIO DE  
SANTA CLARA O' LA  
COLONIA

**SEE SHEET 2**

N89°59'30"W 429.45'

T.P.O.B.

GRANT DEED  
2659 O.R. 552

61 RS 81

51 M.R. 76-77 (MAPS)



35' N00°00'30"E 313.76'

P.O.C.

☉ **LA PUERTA AVENUE**

TRACT 4884  
125 M.R. 034 (MAPS)

**HUITT-ZOLLARS**

Huitt-Zollars, Inc. Irvine  
2603 Main Street, Suite 400, Irvine, CA 92614  
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

*David W. Mackey*

11/28/2022

SKETCH TO ACCOMPANY  
A LEGAL DESCRIPTION

**EXHIBIT 'B'  
DETENTION  
BASIN**

SCALE 1"=150'

DRAWN BY DWM

DATE 11/28/2022

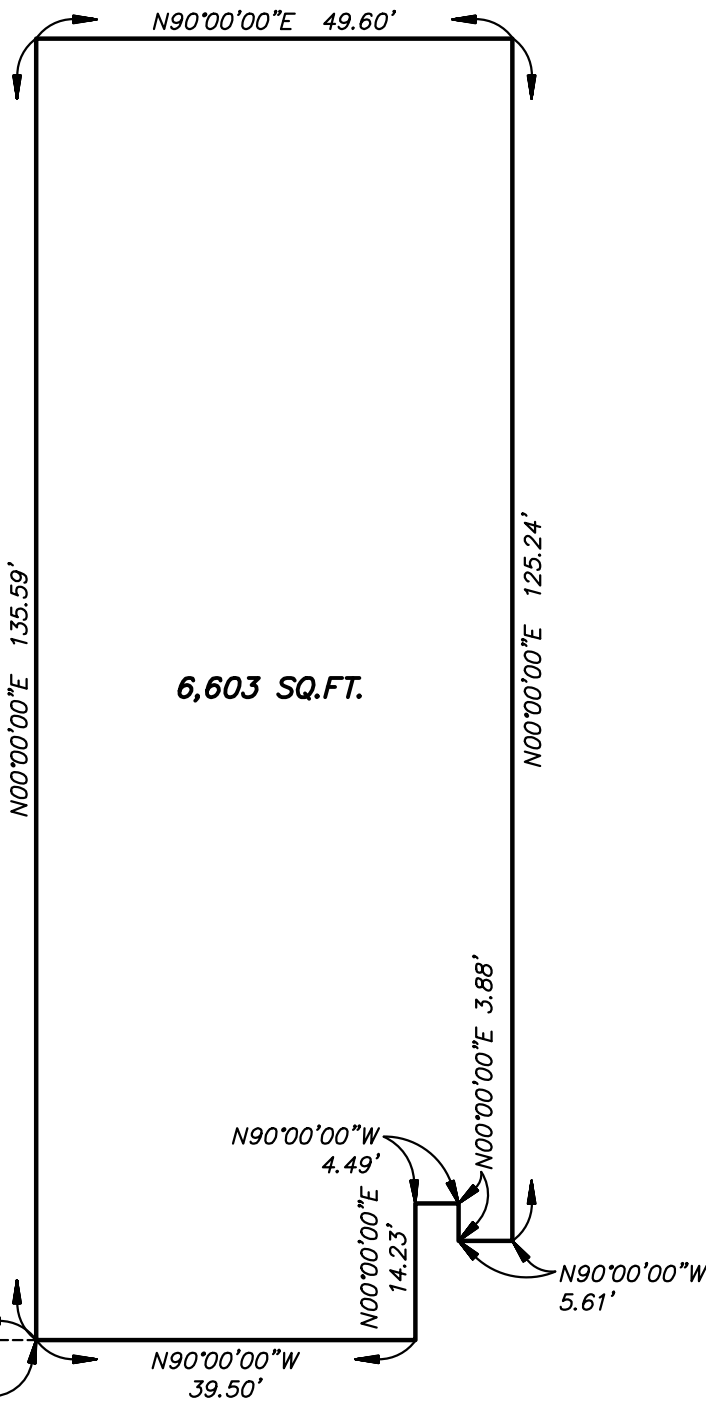
JOB NO. R313694.02

SUBDIVISION 33  
RANCHO EL RIO DE SANTA  
CLARA O' LA COLONIA

RECORD OF SURVEY



SCALE: 1"=20'



GRANT DEED  
2659 O.R. 552

SEE SHEET 1

61 RS 81

Mr. Leon Cavallo  
HZ Proposal No. R313694.02  
November 30, 2022  
Page 2

**AUTHORIZATION**

---

By signing this letter and returning it to our office, you acknowledge your acceptance of this request for change order.

If you have any comments or questions about any aspect of this request for change order, please do not hesitate to give me a call.

Sincerely,

**HUITT-ZOLLARS, INC.**



Mike Franks  
Project Manager

**Accepted and Approved for  
BALFOUR BEATTY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Jeffrey Okamoto  
Vice President

<b>Allowance</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (ADR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	CM	<input checked="" type="checkbox"/>	CFW, Inc.

**OFFSITE IMPROVEMENT DRAW REQUEST**

PROJECT:	Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Offsite Improvement Allowance Draw Request #: 007 Date: 1/3/23
----------	---	---

TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

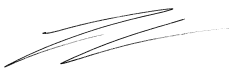
The Contract is changed as follows:

<p>Furnish professional survey services for the staking of the revised/relocated sanitary sewer location adjacent to Building "C" North as required by the City of Oxnard.</p> <p align="center">Ref. Cost Event #51</p> <p align="center">*propose draw from offsite improvement allowance.</p>	<p align="center">\$ 1,815.00</p>
--	-----------------------------------

- The cost of this work will be drawn from the Offsite Improvement Allowance:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	CONSTRUCTION MANAGER CFW Group, Inc.
------------------------------	------------------------	---

By: 	By: _____	By: _____
Date: <u>1/3/23</u>	Date: _____	Date: _____

OWNER - Oxnard School District                      By: \_\_\_\_\_                      Date: \_\_\_\_\_

December 2, 2022

Mr. Leon Cavallo  
Project Superintendent  
Balfour Beatty  
O: 805-983-1558  
C: 805-206-8614  
E: [lcavallo@balfourbeattyus.com](mailto:lcavallo@balfourbeattyus.com)

RE: **Proposal for Additional Staking – Sewer Relocation**  
Rose Avenue Elementary – Oxnard, CA  
HZ Proposal No. R313694.02

Dear Leon:

Huitt-Zollars, Inc. appreciates the opportunity to continue to provide professional surveying services to Balfour Beatty (Client) on the Rose Avenue Elementary Project located in Oxnard, CA (Project). Huitt-Zollars is requesting a contract modification for additional staking and re-staking as outline below.

## **SCOPE OF SERVICES:**

---

### **1.0 Basic Services**

Huitt-Zollars will stake for four (4) sewer relocations.

## **COMPENSATION:**

---

### **1.0 Fee:**

1.1 Our lump sum fee to perform the above outlined construction survey services in **Item 1.0 CONSTRUCTION STAKING is \$1,815.00**

Huitt-Zollars will invoice monthly towards a percent complete of the total budget and not each individual task or item.

### **2.0 Total Budget:**

2.1 Our estimated fees to provide the services outlined herein will be \$1,815 lump sum for Construction Staking.

## **TERMS & CONDITIONS:**

---

Our services have been provided per the Professional Services Agreement dated October 8, 2021, between Balfour Beatty and Huitt-Zollars.



Mr. Leon Cavallo  
HZ Proposal No. R313694.02  
December 2, 2022  
Page 2

**AUTHORIZATION**

---

By signing this letter and returning it to our office, you acknowledge your acceptance of this request for change order.

If you have any comments or questions about any aspect of this request for change order, please do not hesitate to give me a call.

Sincerely,

**HUITT-ZOLLARS, INC.**



Mike Franks  
Project Manager



Jeffrey Okamoto  
Vice President

**Accepted and Approved for  
BALFOUR BEATTY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Date	Payment Status	Category	Ticket	Change Order	HZ Contract Phase	HZ Contract Task	Staff	Reg Hours	OT Hours	OT-2Hours	Total Hours	Hours Written Off	Billing Hours	Billing Rate	Total Billing	Description of Work
9/23/2022	Unbilled	STX	Calcs	COS	02		Townsley	3	0	0	3		3	\$ 125.00	\$ 375.00	calc revised ss sd fw
9/26/2022	Unbilled	2 Man	No	COS	01	02	Sybert	2	0	0	2		2	\$ 240.00	\$ 480.00	staked FW w/SA
9/26/2022	Unbilled	2 Man	No	COS	01	03	Sybert	2	0	0	2		2	\$ 240.00	\$ 480.00	staked sewer w/SA
9/26/2022	Unbilled	2 Man	No	COS	01	04	Sybert	2	0	0	2		2	\$ 240.00	\$ 480.00	staked SD w/SA
								<b>9</b>	<b>0</b>	<b>0</b>			<b>9</b>		<b>\$ 1,815.00</b>	

# HUITT-ZOLIARS

2603 MAIN STREET SUITE 400 IRVINE, CA 92614-4250 949 / 988-5815  
3990 CONCOURS SUITE 330 ONTARIO, CA 91764-7970 909 / 941-7799  
90 E. THOUSAND OAKS BOULEVARD SUITE 201 THOUSAND OAKS, CA 91360 805 / 418-1802

## CONSTRUCTION FIELD NOTES COVER SHEET

Irvine  Ontario  Thousand Oaks  
Project No. 31-3694-02 Date 9-26-22 Page 1 of 6

Surveyed By: Sybert  
Andreas  
Equipment: S7/TSC-3  
Weather: Clear / warm  
Hours on Site: 6

Location of Survey:  
Project name / City Rose Elementary / Oxnard

Construction Category Staked (Check all that apply):  
 ABLT  DW  NDW  SD  UT  
 BLD  FWK  RG  ST  WAL  
 CTL  MISC  SS  TOPO  OTHER

Provide Additional Staking Detail (Ex: stations, streets, phase, lots, grid lines, areas, etc.):  
Storm Drain and Five Water Staked Sewer

Request Complete?  
If not, describe remaining:  YES  NO

Skysite Stake Progress Updates?  
 DONE  NOT DONE

New Control Set?  
If yes, describe new control:  YES  NO

Field Check   
Control Used: 403, 504  
Benchmarks: 403  
Restake Ticket: N/A  
Store Point Range: 70077 - 70105  
File Name: 313694.02 2022-09-26  
Client/Contact Name: Ralhour Beatty

## REQUEST FOR SURVEY

JOB ROSE AVENUE - OXNARD  
COMPANY NAME BALFOUR BEATTY

HZI PROJECT NO. 313694.02

TO: HUITT-ZOLLARS, INC.  
DATE: 9/22/22  
CONTRACTOR: Balfour Beatty  
REQUESTED BY: Alex Garcia

Two full business days are required from the time of the request to the date of the survey. Saturdays, Sundays and holidays are not business days.

WORK IS:  CONTRACT  EXTRA  
EXTRA WORK AUTHORIZED BY: \_\_\_\_\_

DESCRIPTION OF WORK:  
\_\_\_\_\_  
Rework of sanitary sewer, storm drain and fire line located in East Parking Lot  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OFFSET DISTANCE AND SIDE: \_\_\_\_\_

REFERENCE PLANS: Attached for reference

REFERENCED DATED/APPROVED PLANS MUST BE LISTED HEREON. HUITT-ZOLLARS MUST HAVE WRITTEN APPROVAL PRIOR TO STAKING FROM UNAPPROVED PLANS

PLANS DATED: \_\_\_\_\_

DATE NEEDED: 9/23/22

DATE CONTRACTOR TO BEGIN WORK: \_\_\_\_\_

ADDITIONAL INFORMATION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project: ROSE

Survey Crew: 55/SA

QA/QC:

Sheet 1 of 2

Prepared by: MT

Plans Dated:

DATE: 9-26-22

313694.02

Revision No.: Dated:

Cuts and Fills are marked on lath for the contractor's convenience. This cutsheet is to be used for construction. Grades are referenced as noted. Three (3) consecutive points on the same rate of grade and on the same line are to be used in common; and if a discrepancy is found, it must be reported to the nearest office at once.

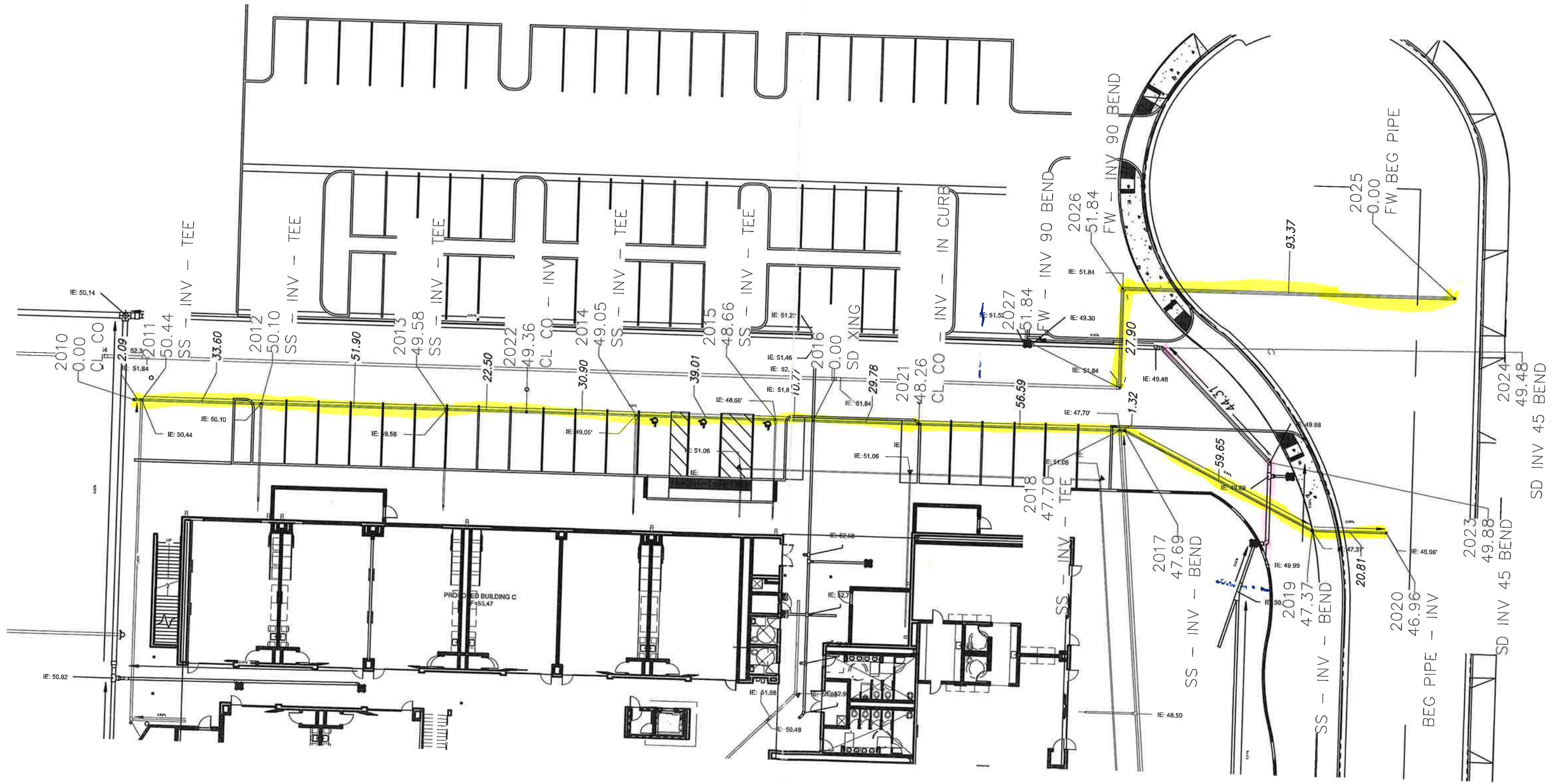
O/S	STATION	HUB EL.	GRADE	CUT / FILL	PT #	REMARKS
	NO ALIGNMENT					
	SD					
*25	0+00.00	52.87	49.88	C-2.99	2023	SD - INV 45 BEND
20	0+25.00	52.62	49.65	C-2.97		SD - INV
20	0+44.31	52.59	49.48	C-3.11	2024	SD - INV 45 BEND
	NO ALIGNMENT					
	FW					
15	0+00.00	52.72			2025	BEG PIPE
15	0+50.00	52.97				FW
15	0+93.37 / 0+00.00	52.73	51.84	C-0.89	2026	FW - INV 90 BEND
15	0+27.90	53.79	51.84	C-1.95	2027	FW - INV 90 BEND
	NO ALIGNMENT					
	SS					
75	0+00.00	52.99	46.96	C-6.03	2020	BEG PIPE - INV
15	0+20.81 / 0+00.00	52.73	47.37	C-5.36	2019	SS - INV 45 BEND
15	0+25.00	54.29	47.50	C-6.79		SS - INV
15	0+50.00	54.69	47.64	C-7.05		SS - INV
15	0+59.65 / 0+00.00	53.22	47.69	C-5.53	2017	SS - INV 45 BEND
15	0+00.00	53.21	47.70	C-5.51		SS - INV - TEE

Project: ROSE  
 Survey Crew: 55/SA QA/QC; DATE: 9-26-22 Sheet 2 of 2  
 Prepared by: MT Plans Dated: Revision No.: Dated:  
 Cuts and Fills are marked on lath for the contractor's convenience. This cutsheet is to be used for construction. Grades are referenced as noted.  
 Three (3) consecutive points on the same rate of grade and on the same line are to be used in common; and if a discrepancy is found, it must be reported to the nearest office at once.

O/S	STATION	HUB EL.	GRADE	CUT / FILL	PT #	REMARKS
15	0+25.00 / 29+00	53.35	47.97	C-5.38		SS - INV
15	0+50.00	53.35	48.18	C-5.17		SS - INV
15	0+56.59 / 0+00.00	53.55	48.26	C-5.29	2021	CL CO - INV - CO IN CURB LINE FYI
15	0+25.00	53.58	48.51	C-5.07		SS - INV
15	0+29.78	53.59	48.55	C-5.04	2016	SD XING
15	0+40.55 / 0+00.00	53.66	48.66	C-5.00	2015	SS - INV - TEE
15	0+25.00	53.80	48.91	C-4.89		SS - INV
15	0+39.01 / 0+00.00	53.93	49.05	C-4.88	2014	SS - INV - TEE
	0+25.00					SS - INV
15	0+30.90 / 0+00.00	53.81	49.36	C-4.45	2022	CL CO - INV
15	0+22.50 / 0+00.00	53.86	49.58	C-4.28	2013	SS - INV - TEE
15	0+25.00		49.83	C-4.46		SS - INV
	0+50.00					SS - INV
*20	0+51.90 / 0+00.00	54.33	50.10	C-4.23	2012	SS - INV - TEE
*20	0+25.00	54.52	50.35	C-4.17		SS - INV
*20	0+33.60 / 0+00.00	54.30	50.44	C-3.86	2011	SS - INV - TEE
*20		54.66			2010	CL CO
						END REQUEST

Lights

Project: ROSE						
Survey Crew: SS/SA		QA/QC:		DATE: 9.26.27		Sheet 1 of 1
Prepared by: MT		Plans Dated:		Revision No.:		Dated: 313694.02
Cuts and Fills are marked on lath for the contractor's convenience. This cutsheet is to be used for construction. Grades are referenced as noted.						
Three (3) consecutive points on the same rate of grade and on the same line are to be used in common; and if a discrepancy is found, it must be reported to the nearest office at once.						
O/S	STATION	HUB EL.	GRADE	CUT / FILL	PT #	REMARKS
10		54.33	55.16	F-0.83	1868	CL Light TC
10		54.12	55.16	F-1.04	1867	CL Light TC
10		54.15	55.09	F-0.94	1866	CL LIGHT TC





<b>Allowance</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (ADR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	CM	<input checked="" type="checkbox"/>	CFW, Inc.

**OFFSITE IMPROVEMENT DRAW REQUEST**

PROJECT:	Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Offsite Improvement Allowance Draw Request #: 009  Date: 3/7/23
----------	---	---

TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

The Contract is changed as follows:

Furnish professional survey services to produce a legal description of the waterline easement.  Ref. Cost Event #112  *propose draw from offsite improvement allowance.	\$ 900.00
---	-----------

- The cost of this work will be drawn from the Offsite Improvement Allowance:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	CONSTRUCTION MANAGER CFW Group, Inc.
------------------------------	------------------------	---

By: \_\_\_\_\_ By : \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER - Oxnard School District By : \_\_\_\_\_ Date: \_\_\_\_\_

February 28, 2023

Mr. Rafael Alamillo  
Senior Project Manager  
Balfour Beatty  
O: 805-983-1558  
C: 805-206-8614  
E: [lcavallo@balfourbeattyus.com](mailto:lcavallo@balfourbeattyus.com)

RE: **Change Order No. 8 for Waterline Easement Legal and Exhibit**  
Rose Avenue Elementary – Oxnard, CA  
HZ Proposal No. R313694.02

Dear Rafael:

Huitt-Zollars, Inc. appreciates the opportunity to continue to provide professional surveying services to Balfour Beatty (Client) on the Rose Avenue Elementary Project located in Oxnard, CA (Project). Huitt-Zollars is requesting a contract modification for additional staking and re-staking as outline below.

**SCOPE OF SERVICES:**

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**1.0 Waterline Easement**

Huitt-Zollars will provide a legal description and exhibit for the waterline easement.

**COMPENSATION:**

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<b>Total Change Order No. 8</b>	<b>\$</b>	<b>900.00</b>
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**TERMS & CONDITIONS:**

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Our services have been provided per the Professional Services Agreement dated October 8, 2021, between Balfour Beatty and Huitt-Zollars.

Mr. Rafael Alamillo  
HZ Proposal No. R313694.02  
February 28, 2023  
Page 2

**AUTHORIZATION**

---

By signing this letter and returning it to our office, you acknowledge your acceptance of this request for change order.

If you have any comments or questions about any aspect of this request for change order, please do not hesitate to give me a call.

Sincerely,

**HUITT-ZOLLARS, INC.**



Mike Franks  
Project Manager



Jeffrey Okamoto  
Vice President

**Accepted and Approved for  
BALFOUR BEATTY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

R313694.02

2-27-2023

## EXHIBIT "A" LEGAL DESCRIPTION

That portion of Subdivision 33 of the Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of Ventura County, in an action entitled "Thomas A.Scott, et al, Plffs. vs Rafael Gonzales, et al, Defts.", more particularity being a portion of the land described in that certain Grant Deed recorded October 29, 1964, in Book 2659, Page 552, of Official Records in the office of the County Recorder of said County, described in parcels as follows:

### Parcel 1:

Being a strip of land, 15.00 feet in width, the centerline of said strip of land being described as follows:

Commencing at the intersection of the Northerly right of way line of La Puerta Avenue, 50.00 feet wide, and the Easterly right of way line of Driskill Street, 60.00 feet wide, as shown on Record of Survey, filed in Book 61, Page 81, of Records of Survey in said office of the County Recorder; thence along said Easterly right of way line North 00°00'30" East 193.26 feet to the TRUE POINT OF BEGINNING; thence leaving said Easterly right of way line South 89°59'30" East 34.71 feet to a point hereinafter referred to as Point "A"; thence continuing South 89°59'30" East 24.10 feet; thence North 45°00'30" East 17.65 feet.

The sidelines of said strip of land to be lengthened or shortened so as to originate in said Easterly right of way line of Driskill Street.

Containing an area of 1,147 square feet, more or less.

### Parcel 2:

Being a strip of land, 15.00 feet in width, the centerline of said strip of land being described as follows:

Beginning at Point "A" as described hereinabove; thence North 00°00'00" East 215.80 feet; thence North 90°00'00" East 75.45 feet; thence South 44°59'36" East 35.29 feet; thence North 90°00'00" East 190.90 feet to a point hereinafter referred to as Point "B"; thence continuing North 90°00'00" East 82.54 feet; thence South 00°00'00" East 359.54 feet to said Northerly right of way line of La Puerta Avenue.

Excepting therefrom that portion lying with said Parcel 1.

The sidelines of said strip of land to be lengthened or shortened so as to terminate in said Northerly right of way line of La Puerta Avenue.

Containing an area of 14,276 square feet, more or less.

Parcel 3:

Being a strip of land, 15.00 feet in width, the centerline of said strip of land being described as follows:

Beginning at Point "B" as described hereinabove; thence South 00°00'00" East 55.69 feet.

Excepting therefrom that portion lying with said Parcel 2.

Containing an area of 723 square feet, more or less.

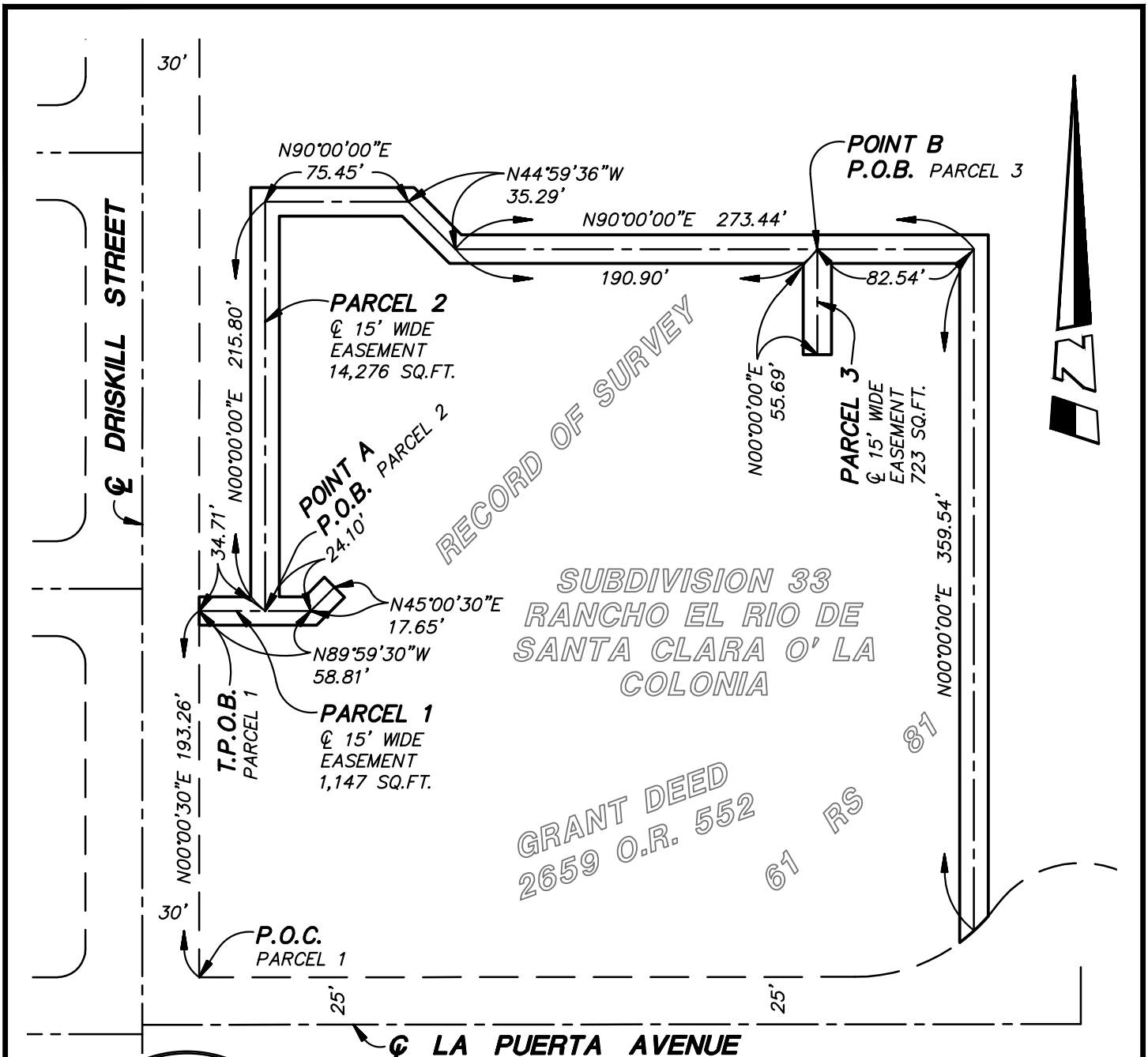
Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

*David W. Mackey*

DAVID W. MACKEY, PLS 8912





**HUITT-ZOLLARS**  
 Huitt-Zollars, Inc. Irvine  
 2603 Main Street, Suite 400, Irvine, CA 92614  
 Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY  
*David W. Mackey* 2/27/2023

SKETCH TO ACCOMPANY  
 A LEGAL DESCRIPTION

**EXHIBIT 'B'**  
**WATERLINE**  
**EASEMENT**

SCALE	1"=80'
DRAWN BY	DWM
DATE	2/27/2023
JOB NO.	R313694.02

## **AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Rose Avenue Elementary School Reconstruction ("Project") for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

### AMENDMENT

The Parties agree to revise the following language to SECTION 1 of the Agreement:

**H. Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents (\$1,695,042.00)**, and, (2) Sublease Payments in the amount of **\$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

The Parties agree to add the following language to SECTION 5 of the Agreement:

### **SECTION 12. PERSONNEL ASSIGNMENT**

A. Contractor shall assign Leon Cavallo as Project Manager/Superintendent for the Project. So long as Leon Cavallo 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.



**APPROVED:**

**Balfour Beatty Construction, LLC:**



*Signature*

Brian H. Cahill President, California Division  
*Typed Name/Title*

09/28/2021  
*Date*

**OXNARD SCHOOL DISTRICT:**



*Signature*

Lisa A. Franz, Director, Purchasing  
*Typed Name/Title*

10-7-2021  
*Date*

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

**EXHIBIT A**

Scope of Work

**DRAWINGS**

Plan Sheets Prepared by IBI Architects, Architects Project No 109990, DSA No 03-119284, DSA Approval July 10, 2019

**PROJECT DESCRIPTION**

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1**, (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2**, (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**.

**Contract Documents Listed**

**1. Specifications**

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification

23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

## 2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
GENERAL	G1100A	BUILDING A - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100B	BUILDING B - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100C	BUILDING C - CODE ANALYSIS FIRST FLOOR PLAN
GENERAL	G1101C	BUILDING C - CODE ANALYSIS SECOND FLOOR PLAN
GENERAL	G1200	LIFE AND SAFETY
CIVIL	C101	TITLE SHEET AND GENERAL NOTES
CIVIL	C201	TYPICAL DETAILS
CIVIL	C202	TYPICAL DETAILS
CIVIL	C203	TYPICAL DETAILS
CIVIL	C301	DEMOLITION PLAN
CIVIL	C302	DEMOLITION PLAN
CIVIL	C400	OVERALL SITE
CIVIL	C401	GRADING PLAN
CIVIL	C402	GRADING PLAN
CIVIL	C403	GRADING PLAN
CIVIL	C404	GRADING PLAN
CIVIL	C405	GRADING PLAN
CIVIL	C406	GRADING PLAN
CIVIL	C407	GRADING PLAN
CIVIL	C408	GRADING PLAN
CIVIL	C409	GRADING PLAN
CIVIL	C501	GRADING PLAN
CIVIL	C502	UTILITY PLAN
CIVIL	C601	UTILITY PLAN
LANDSCAPE	L1.01	EROSION GONTROL PLAN
LANDSCAPE	L1.02	LANDSCAPE CONSTRUCTION PLAN
LANDSCAPE	L1.03	PLANTING PLAN
LANDSCAPE	L2.01	PLANTING PLAN
LANDSCAPE	L2.02	IRRIGATION PLAN
LANDSCAPE	L3.01	IRRIGATION PLAN
LANDSCAPE	L3.02	LANDSCAPE DETAILS
ARCHITECTURAL	A1100	LANDSCAPE DETAILS
ARCHITECTURAL	A1201	OVERALL SITE PLAN
ARCHITECTURAL	A1202	SITE ENLARGED PLAN - NORTH-EAST
ARCHITECTURAL	A1203	SITE ENLARGED PLAN - SOUTH-EAST
ARCHITECTURAL	A1204	SITE ENLARGED PLAN - SOUTH-WEST
ARCHITECTURAL	A1301	SITE ENLARGED PLAN - NORTH-WEST



ARCHITECTURAL	A1302	ENLARGED SERVICE YARDS ENLARGED PLAYGROUNDS
ARCHITECTURAL	A1303	ENLARGED SERVICE YARDS AND CANOPY
ARCHITECTURAL	A2310A	BUILDING A - FLOOR PLANS AND ENLARGED PLANS
ARCHITECTURAL	A2311A	BUILDING A - FLOOR FINISH PLAN
ARCHITECTURAL	A2710A	BUILDING A - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810A	BUILDING A - ROOF PLAN
ARCHITECTURAL	A3001A	BUILDING A - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001A	BUILDING A - SECTIONS
ARCHITECTURAL	A4010A	BUILDING A - WALL SECTIONS
ARCHITECTURAL	A6010A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6013A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A9101A	BUILDING A - ROOM FINISH, DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310B	BUILDING B - FLOOR PLAN
ARCHITECTURAL	A2311B	BUILDING B - DIMENSION FLOOR PLAN
ARCHITECTURAL	A2312B	BUILDING B - FLOOR FINISH PLAN
ARCHITECTURAL	A2710B	BUILDING B - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810B	BUILDING B - ROOF PLAN
ARCHITECTURAL	A3001B	BUILDING B - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001B	BUILDING B - SECTIONS
ARCHITECTURAL	A4010B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A4011B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A5010B	BUILDING B - PARTIAL FLOOR PLANS
ARCHITECTURAL	A6010B	BUILDING B INTERIOR ELEVATIONS
ARCHITECTURAL	A6011B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A8601	OPENINGS
ARCHITECTURAL	A9101B	BUILDING B - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201B	BUILDING B - DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310C	BUILDING C - FIRST FLOOR PLAN - NORTH
ARCHITECTURAL	A2311C	BUILDING C - FIRST FLOOR PLAN - SOUTH
ARCHITECTURAL	A2312C	BUILDING C - FIRST FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2313C	BUILDING C - FIRST FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2314C	BUILDING C - FIRST FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2315C	BUILDING C - FIRST FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2320C	BUILDING C - SECOND FLOOR PLAN - NORTH
ARCHITECTURAL	A2321G	BUILDING C - SECOND FLOOR PLAN - SOUTH
ARCHITECTURAL	A2322C	BUILDING C - SECOND FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2323C	BUILDING C - SECOND FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2324C	BUILDING C - SECOND FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2325C	BUILDING C - SECOND FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2710C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - NORTH

ARCHITECTURAL	A2711C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2720C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - NORTH
ARCHITECTURAL	A2721C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2810C	BUILDING C - ROOF PLAN - NORTH
ARCHITECTURAL	A2811C	BUILDING C - ROOF PLAN - SOUTH
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ARCHITECTURAL	A3002C	BUILDING C - EXTERIOR ELEVATIONS
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PLUMBING	F2311C	BUILDING C - FIRE PROTECTION - LEVEL 1
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PLUMBING	P4101	PLUMBING DETAILS
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PLUMBING	FP4101	FIRE PROTECTION DETAILS
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MECHANICAL	M1003	MECHANICAL SCHEDULE
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MECHANICAL	M2311A	BUILDING A - MECHANICAL FLOOR PLAN
MECHANICAL	M2312A	BUILDING A - REFRIGERATION PIPING FIRST FLOOR PLAN
MECHANICAL	M2321A	BUILDING A - MECHANICAL ROOF PLAN
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MECHANICAL	M3103	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3104	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3105	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3106	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3107	CLASSROOM\I BLDG VRF SYSTEM
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ELECTRICAL	E0003	FIRE ALARM SYMBOL LIST6
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ELECTRICAL	E2711B	BUILDING B - FIRST FLOOR LIGHTING PLAN
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ELECTRICAL	E5011B	BUILDING B - ENLARGED FOOD SERVICE PLAN
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ELECTRICAL	E2521C	BUILDING C - LEVEL 2 SIGNAL PLAN
ELECTRICAL	E2711C	BUILDING C - LEVEL 1 LIGHTING PLAN
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ELECTRICAL	E9102	BUILDING A - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9103	BUILDING A - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9104	BUILDING B - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9105	BUILDING B - OUTDOOR TITLE 24 COMPLIANCE FORMS
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FOOD SERVICES	FS-803B	EQUIPMENT SECTIONS

3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings

- A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.
- B. 2003-03-24 Interim Portables, 16 pages.
- C. 2006-12-21 MA Mod Record, 92 pages.
- D. 2009-09 FA Drawings Non-DSA, 10 pages.
- E. Rose ES Drawings\_Health Department II-20190515, 70 pages.
- F. Rose ES Health Department Permit to construct, 6 pages.
- G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports

- A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.
- B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.
- C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.
- D. CTE Rose Elementary School Geotech Report\_r1 2017-11-27, 218 pages.
- E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.
- F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches

- A. SK-1 Daktronics GS6 Elevation, 9 pages.
- B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.
- C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.



- D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.
  - E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.
  - F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.
7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.
8. Logistics Plan & Safety Plan
- A. Rose Ave ES Hardscape Phasing Plan, 1 page.
  - B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.
  - C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.
  - D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.
  - E. Rose Ave ES Safety Plan, 1 page.
  - F. Rose Ave ES Stair Tower Logistics Plan, 1 page.
9. Addenda
- A. Addendum 1A 2021-06-16, 77 pages.
  - B. Addendum 1B 2021-06-16, 75 pages.
  - C. Addendum 1C 2021-06-16, 54 pages.
  - D. Addendum 2 2021-06-24, 93 pages.
  - E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**  
**EXHIBIT B**

See Site Lease Agreement #17-159 previously executed on November 17, 2017

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

**SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
  
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
  
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.
  
- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

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to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
  
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
  
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
  
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
  
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
  
- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
  
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

## **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

## **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

## **SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

**SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the



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Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

### **SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

## **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

**SECTION 11. NOT USED**

**SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign \_\_\_\_\_ as Project Manager/Superintendent for the Project. So long as \_\_\_\_\_ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

**SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

**SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

**SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

**SECTION 17. USE OF PREMISES**

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Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

### **SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous



materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

## **SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

## **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

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be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

### **SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

### **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

### **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC  
10620 Trenea St., Suite 300  
San Diego, CA 92131  
Attn: Dennis Kuykendall

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,  
Garcia Hernandez Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
1901 South Victoria Avenue, Suite 106  
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

#### **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

#### **SECTION 27. HEADINGS**

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

#### **SECTION 28. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

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they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

**SECTION 31. SEVERABILITY**

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

## EXHIBIT B

### Oxnard School District – Rose Avenue Elementary School Reconstruction

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

## 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

## 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

## #17-158

review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

#### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

#### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

## #17-158

of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

### 7. Schedule for Pre-Construction Services.


- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.



- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
  
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

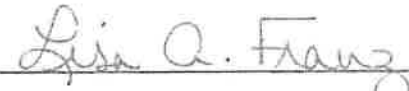
CONTRACTOR

Balfour Beatty Construction, LLC  
10620 Trenea St., Suite 300  
San Diego, CA 92131

By:   
Name/Title: Brian Cahill, President, California Division  
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, CA 93030

By:   
Name/Title: Lisa A. Franz, Director, Purchasing  
Date: 11-7-17

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

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

**Ratification of Allocations of Contract Contingency #007 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

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The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), (2) Sublease Payments in the amount of \$173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Contractor Contingency Allowance is in the amount of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying document list all the account draws approved to date for the Contractor Contingency.

Fund activity is as follows:

Contractor Contingency Allocation Approval: This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00). There have been allocations totaling Two Hundred Sixty-Four Thousand Three Hundred Fifty-Three Dollars and Twenty-One Cents (\$264,353.21) leaving a fund balance of Five Hundred Thirty-Three

Thousand Three Hundred Thirteen Dollars and Seventy-Nine Cents (\$533,313.79).

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #7 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

**ADDITIONAL MATERIALS:**

**Attached:** Contractor Contingency Allocation #007 (2 Pages)

CDR #19.2 - CE 26 (19 Pages)

CDR #29 - CE 52 (19 Pages)

CDR #30 - CE 42 (15 Pages)

CDR #36r2 - CE 58 (19 Pages)

CDR #42 - CE 42 (7 Pages)

CDR #43 - CE 62 (11 Pages)

CDR #45 - CE 85 (3 pages)

CDR #47 - CE-14 (10 pages)

CDR #50 R2 - CE 95 (12 Pages)

CDR #52 (6 Pages)

CDR #53 - CE 95 (20 Pages)

CDR #55 - CE 71 (14 Pages)

CDR #62 - CE #76 (19 Pages)

Amendment #001 (21 Pages)

Agreement #17-158, Balfour Beatty Construction LLC (22 Pages)



# CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: 04/17/2024

Contractor Contingency Approval No. 007

PROJECT: Rose Ave. ES K-5 Reconstruction  
O.S.D. BID No. N/A  
O.S.D. Agreement No. 17-158

OWNER: Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

ARCHITECT: IBI/Arcadis  
537 South Broadway  
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC  
13520 Evening Creek Dr. North #270  
San Diego CA 92128

Architects Proj. No.: 109990  
D.S.A. File No.: 56-22  
D.S.A. App. No.: 03-119284

Attn: Dennis Kuykendall

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM PER GMP.....	\$ 797,667.00
NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS.....	\$ (142,620.00)
ADJUSTED CONTINGENCY SUM.....	\$ 655,047.00
<b>NET CHANGE – ALLOCATION #007</b> .....	<b>\$ (121,733.21)</b>
Total Allocations to Date: .....	\$ 264,353.21
<b>ADJUSTED CONTINGENCY SUM THROUGH NO #007.....</b>	<b>\$ 533,313.79</b>
Commencement Date: .....	November 1, 2021
Original Completion Date: .....	October 5, 2023
Original Contract Time: .....	705 Calendar Days
Time Extension for all Previous Change Orders: .....	<b>97 Days</b>
Time Extension for this Change Order: .....	0 Days
Adjusted Completion Date: .....	January 12, 2024

Item	Description	Additional Cost related to Bid/Buyout	Conflicts Discrepancies or Errors in Documents	Additional Work Required by IOR or Other Agency not in Plans	Other Item Agreed to by District and Contractor
1.	CDR #19.2 – Revised Fire Riser Room 1-410			\$583.00	
2.	CDR #29 – Install 3” conduit for Crown Castle – District Request			\$14,906.00	
3.	CDR #30 – Add lighting for trash enclosure			\$3,569.00	
4.	CDR #36R2 – Add additional elevator guiderails per Otis Review			\$26,119.00	
5.	CDR #42 – Revise trash enclosure gates from 6’ to 8’			\$2,014.00	
6.	CDR #43 – Added cost to tunnel under unforeseen CMU wall for electrical underground			\$2,053.00	
7.	CDR #45 – Revise construction fencing per District request			\$6,133.00	
8.	CDR #47 – Provide saw cutting for adjustments to staff parking			\$3,396.00	
9.	CDR #50 R2– Install batt insulation at RR’s			\$5,957.24	
10.	CDR #52 – Install revised backing for 62 TV’s			\$9,755.00	
11.	CDR #53 – Install new masonry size j-boxes for TV’s on T & M			\$25,632.00	
12.	CDR #55 – Remove and reinstall 1 <sup>st</sup> course of masonry at trash enclosure			\$2,542.00	
13.	CDR #62 – Cost to add Airphone intercom at Bldg A			\$19,073.97	
	Totals			\$121,733.21	

Total Contractor Contingency Allocation Approval No. 007 ..... \$ 121,733.21

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

Contingency  
 Draw  
 Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 CM  CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 019.2  
 Date: 8/1/22

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p>At Building "C" Janitor/fire riser room 1-410 revise the water heater type and provide a dedicated 60 amp circuit and disconnect switch for the new tankless water heater per ASI 010 &amp; RFI 76. The existing circuit for the original water heater will be utilized for the recirculation pump. (Ref. CE #26)</p>	<p>\$ 583.00</p>
--	------------------


- The cost of this work will be drawn from Contractor Contingency:  
 The cost of this work will be drawn from Project (E&O) Contingency:


NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR


CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

CONSTRUCTION MANAGER  
 CFW Group, Inc.

By:   
 Date: 8/1/22

By:   
 Date: 12/06/2022

By:   
 Date: 12/6/2022

OWNER - Oxnard School District  
 By:   
 Date: 12/6/22

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	6/17/2022
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	26.2
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**  
 At Building "C" Janitor/fire riser room 1-410 revise gas fire water heater to a tankless wall mounted type and provide a dedicated 60 amp circuit and disconnect switch for the new tankless water heater per RFI 76. The existing circuit for the original water heater will be utilized for the recirculation pump.  
  
 \*propose draw from project (E&O) contingency

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Taft Electric	\$	2,687.00	
Boneso Brothers Construction	\$	(2,104.00)	
	\$	-	
		<b>Subtotal B: \$</b>	<b>583.00</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b> <span style="float: right;">* N/A for Contingency Draw Requests</span>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>583.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Leon Cavallo, Project Manager - Balfour Beatty



8/1/2022

Print Name & Title (General Contractor)

Signature

Date

Project No.  
Rose Ave

DATE: 4/18/2022

PTC: Boneso Brothers Const.

COST PROPOSAL #: 5

**COST PROPOSAL**

DESCRIPTION OF CHANGE: Water heater change building C add/deduct. Per RFI #76  
Exclusions: Title 24 Docs, LEED Docs, Engineer job walks, unforeseen conditions, 3rd party testing,  
concrete, concrete patching, framing, blocking, Demo any and all. Patching, Rework of blocking or masonry.  
 Note: There may be impact to schedule time

ITEM DESCRIPTION	MATERIAL			LABOR			SUBS./EQUIP.		
	QUANTITY	UNIT COST	EXTENSION	QUANTITY	RATE	EXTENSION	QTY./HRS.	UNIT COST	EXTENSION
Material - Pace Supply Add	1	\$3,474.20	\$3,474.20						
Material - Todd Pipe Deduct	-1	\$5,400.34	-\$5,400.34			\$0.00			
Exclude: Demo, Concrete, Paint, Drywall, Unforeseen Conditions									
<b>SUB TOTALS</b>			(\$1,926.14)			\$0.00			\$0.00

PTC MATERIAL	(\$1,926.14)
PTC SALES TAX (9.25%)	(\$178.17)
PTC LABOR	\$0.00
PTC LABOR BURDEN (____%)	\$0.00
PTC Per Diem	\$0.00
PTC EQUIPMENT	\$0.00
<b>PTC SUBTOTAL DIRECT COSTS</b>	<b>(\$2,104.31)</b>
Profit / OVERHEAD 10%	\$0.00
	\$0.00
<b>TOTAL ON DIRECT COSTS</b>	<b>(\$2,104.31)</b>
<b>SUBTOTAL</b>	<b>(\$2,104.31)</b>

SUB CONTRACTORS

SUBCONTRACTOR MATERIAL	\$0.00
Insulation-See Attached	\$0.00
Design	\$0.00
BIM Detailing	\$0.00
Excavation	\$0.00
Concrete Coring	\$0.00
SUBCONTRACTOR EQUIPMENT	\$0.00
<b>SUBCONTRACTOR SUBTOTAL DIRECT COSTS</b>	<b>\$0.00</b>
PTC FEE INCLUDED)	
5% PTC FEE ON SUBCONTRACTOR DIRECT COSTS	\$0.00
Total for Sub	\$0.00
<b>SUBTOTAL</b>	<b>(\$2,104.31)</b>
<b>BOND (1%)</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>(\$2,104.31)</b>

PREPARED & SUBMITTED BY: Scott Schneider

TITLE/COMPANY: Cost Accountant / Boneso Brothers

In addition to the change order requests referenced above, Boneso Brothers also reserves its rights to seek additional compensation for time-related damages and other impacts, as well as extra contract performance time, as delineated in all emails and correspondences to date noting such.





PACE SUPPLY CORP  
 3105 GATEWAY AVE.  
 BAKERSFIELD CA 93307  
 PHONE#: 855-376-5050

ADD

RFI #76 WATER HEATER CHANGE BLDG C

\* \* Q U O T A T I O N \* \*

TO: BONESO BROS / ROSE AVE ES RECO  
 \*\* JOB # 328 \*\*  
 2758 CONCRETE CT  
 PASO ROBLES, CA 93446

BID DATE: 03/28/22 NO. 1430642  
 EXPIRATION DATE: 03/31/22  
 JOB: MR#281 RFI 76 ASI

FOB: ORIGIN  
 PREP. BY FRED MAGEE  
 REQ. BY

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

\*\*\*\*\*THIS QUOTE WILL EXPIRE AFTER 72 HOURS\*\*\*\*\*

PAGE: 1

Qty	Part Number	Description	Price...	Extended
1		====>		
1	NS00835992	480V 36KW PRO SERIES XTP ELECT PO Vend Part#: XTP036480	3474.20	3474.20
0	NOTE:	SPECIAL ORD HEATER NON-RETURNABLE *****		
				----- 3474.20
		SUBTOTAL		3474.20
		ESTIMATED TAX		286.62
		QUOTATION TOTALS		<b>3760.82</b>

WE AGREE TO FURNISH THE ITEMS LISTED ABOVE PROVIDED THIS ESTIMATE IS ACCEPTED IN WRITING WITHIN 30 DAYS FROM THE DATE OF THIS QUOTE. ALL PRICES QUOTED ARE GUARANTEED FOR THE TIME PERIOD GIVEN BY THE MANUFACTURER. ANY MATERIAL NOT RELEASED FOR OWNERSHIP BY THE CONTRACTOR ON OR BEFORE THE EXPIRATION DATE OF THE PROTECTION BY THE MANUFACTURER WILL BE SUBJECT TO A PRICE INCREASE WHICH WILL BE PASSED ON TO THE CONTRACTOR.



DEDUCT

RFI #76 WATER HEATER CHANGE BLDG C



# Acknowledgement

BRANCH: 5010 TODD PIPE BUELLTON  
 820 MCMURRAY RD  
 BUELLTON, CA 93427-9568  
 Phone 805-688-3960  
 Fax

ORDER DATE	ORDER NUMBER	PAGE NO.
02/22/2022	S112437568	
PLEASE REMIT TO: TODD PIPE & SUPPLY, LLC ANAHEIM 1005 N. EDWARD CT ANAHEIM, CA 92805-2601 Phone 805-688-3960		1 of 1

SOLD TO:

SHIP TO:

BONESO BROTHERS CONSTRUCTION INC  
 2758 CONCRETE COURT  
 PASO ROBLES, CA 93446-5936

BONESO BROTHERS CONSTRUCTION INC  
 ROSE ELEMENTARY SCHOOL  
 220 S. DRISKILL ST  
 OXNARD, CA 93030-5544

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
815421	MR# 328027P		House/Branch Sales		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Anthony DeBord		OT OUR TRUCK		02/26/2022	No
ORDER QTY	PRODUCT ID	DESCRIPTION	UNIT PRICE	EXT PRICE	
1ea	588	<b>NO QUOTE ON BTX-80, NOT ULTRA LO NOX AND IS INELIGIBLE FOR OUR AREA. DELCO CROSSED TO BTX-100.</b> *AOSMTH NG COMM CYCLONE XI 100K 50 GAL PN: BTX-100 100,000 BTU	5400.337/ea	5400.34	

*All sales are subject to Reece's Terms and Conditions which are available in each branch and at [www.reece.com](http://www.reece.com). A customer's acceptance of the goods is evidence of acceptance of such Terms and Conditions of Sale and waiver of any conflicting terms.*

Subtotal	5400.34
S&H Charges	0.00
Tax	499.53
Pymt & Disc	0.00
Amount Due	5899.87

[www.reece.com](http://www.reece.com)



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## CHANGE ORDER REQUEST

### COR #004 RFI-076 Added Tankless water heater

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To: Leon Cavallo, Project Manager  
Balfour Betty  
300 E. Esplanade Drive #1120  
Oxnard, CA 93036

From: Tim Harris Project Manager  
Phone: (805) 320-1623  
Email: [tharris@taftelectric.com](mailto:tharris@taftelectric.com)

Phone: (805) 206-8614  
Email: [Lcavallo@balfourbetty.com](mailto:Lcavallo@balfourbetty.com)  
CC:

Date Issued:

---

Requested Amount: \$ \$2,687.00

---

The change in scope for the amount requested above is as follows:

#### COR #005

SCOPE: Per RFI-076 answer for adding the tankless water heater. Per added notes #9 & 10, added a 60amp disconnect, fuses, conduit wire.

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

This proposal supersedes all previously submitted proposals relating to this same work. Any work from other trades that is required to complete this work is not included as a part of this proposal.

Unless otherwise indicated, this proposal is valid for 30 calendar days from the above date of issuance. Taft Electric reserves the right to revise or amend this proposal should approval or direction to proceed take longer than 30 calendar days.

#### EXCLUSIONS:

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.
4. Any and all parts and labor not specifically listed above or within.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.

Submitted By:

Approved By:

---

Tim Harris  
Project Manager  
Taft Electric Company

Date

---

Leon Cavallo  
Project Manager  
Balfour Betty Corporation

Date



Job ID: 20-2338 ROSE AVE  
 Project: Rose Ave COR's



**Takeoff**

Vendor: COST Labor Level: LABOR 1 6 May 2022 15:55:06

Region: ADDED TANKLESS WATER HEATER

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	30.00	FT	M		1" EMT EMPTY CONCEALED WD-STD	0.0000	0.00	0.0000	0.00
10048	30.00	FT	M	1	EMT	2.3710	71.13	0.0512	1.53
30138	3.00	EA	M	1	EMT STEEL-COMP COUPLING	2.5581	7.67	0.1488	0.45
30218	6.00	EA	M	1	EMT STEEL COMP CONNECTOR	2.0892	12.53	0.3500	2.10
160836	4.00	EA	M	1	NAIL STRAPS	1.0661	4.26	0.0250	0.10
70035	99.00	FT	M	8	THHN/THWN CU (STR)	2.3892	236.53	0.0090	0.89
150120	1.00	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1/2>3/4KO	12.3996	12.40	0.3000	0.30
220063	1.00	EA	M	60/3	F/HD/600V N-1 SAFETY-SW	300.8326	300.83	3.3000	3.30
230105	3.00	EA	M	50 AMP	RK5 TIME DELAY 600V FUSE	25.1334	75.40	0.0400	0.12
180880	1.00	EA	M	60/3	BOLT-ON BREAKERS	532.7788	532.78	0.9200	0.92
<b>Phase Totals:</b>						<b>1,253.54</b>		<b>9.71</b>	<b>9.71</b>
<b>Job Totals:</b>						<b>1,253.54</b>		<b>9.71</b>	<b>9.71</b>

NAFT ELEC COMPANY  
 16311 HERRING AVENUE  
 GARDEN, CA 91505

Phone: 865-612-0121  
 Web: www.naftelec.com

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

### Bldg "C" North Fire Riser/Janitor Room

<b>TO:</b>	Linda Iversen (IBI Group) Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	01/19/2022	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C>FLOOR 1>1-410	<b>DUE DATE:</b>	01/26/2022
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	
<b>COST IMPACT:</b>		<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>	Leon Cavallo (Balfour Beatty)		
<b>COPIES TO:</b>	Leon Cavallo (Balfour Beatty), Alex Garcia (Balfour Beatty), Ken Hinge (Kenco Construction Services), Linda Iversen (IBI Group), Janvi Kanani (IBI Group), Dennis Kuykendall (Balfour Beatty), Arega Mehrabian (IBI Group), Rick Ostrander (CFW, Inc.)		

**Question from Filbert Carbajal (Balfour Beatty) at 10:01 AM on 12/10/2021**

Due to the data conduits required to pass through to the second floor from Room 1-410 Jan./Fire Riser, the size of Room 1-410 will need to be shrunk to accommodate the data conduits. Please confirm the deletion of water heater as spec and to provide a wall-mounted tankless water heater. Please confirm the deletion of floor sink proposed in RFI 047 otherwise run condensation drain.

To accommodate the fire riser drain between the stud wall and door, we propose to shift the door opening to ensure fire riser drain clears the door hinge and to relocate the catch basin to align with the fire riser. In addition, shifting the door opening will prevent overswing to staff restroom.

**Attachments:**  
[BUILDING C DATA UNERGROUND TO 2ND FLOOR.pdf](#)

Awaiting an Official Response

**All Replies:**

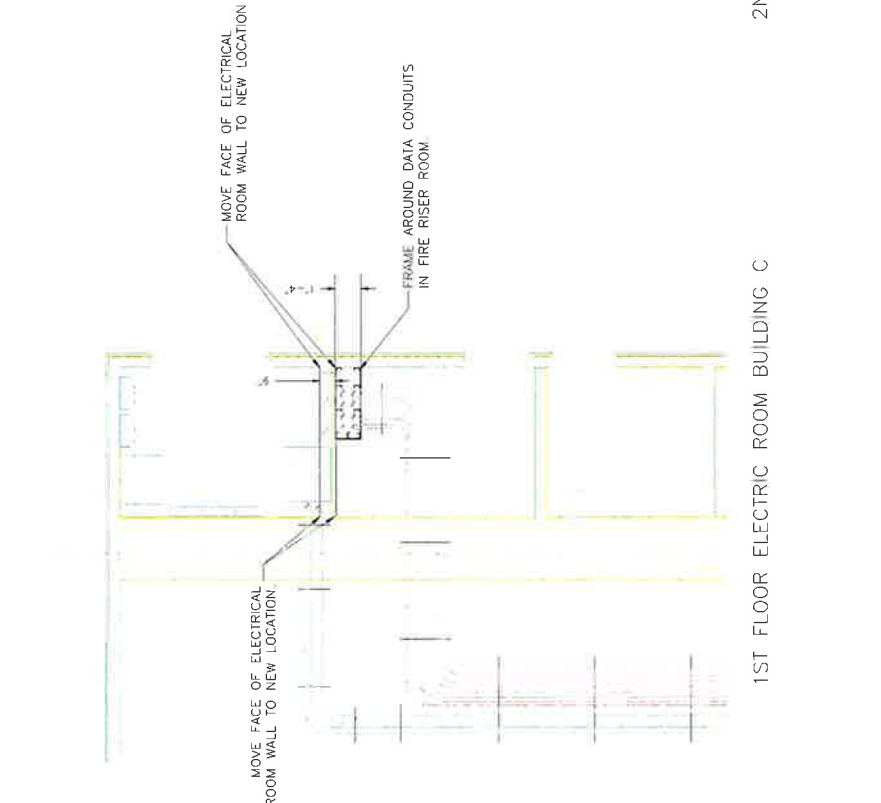
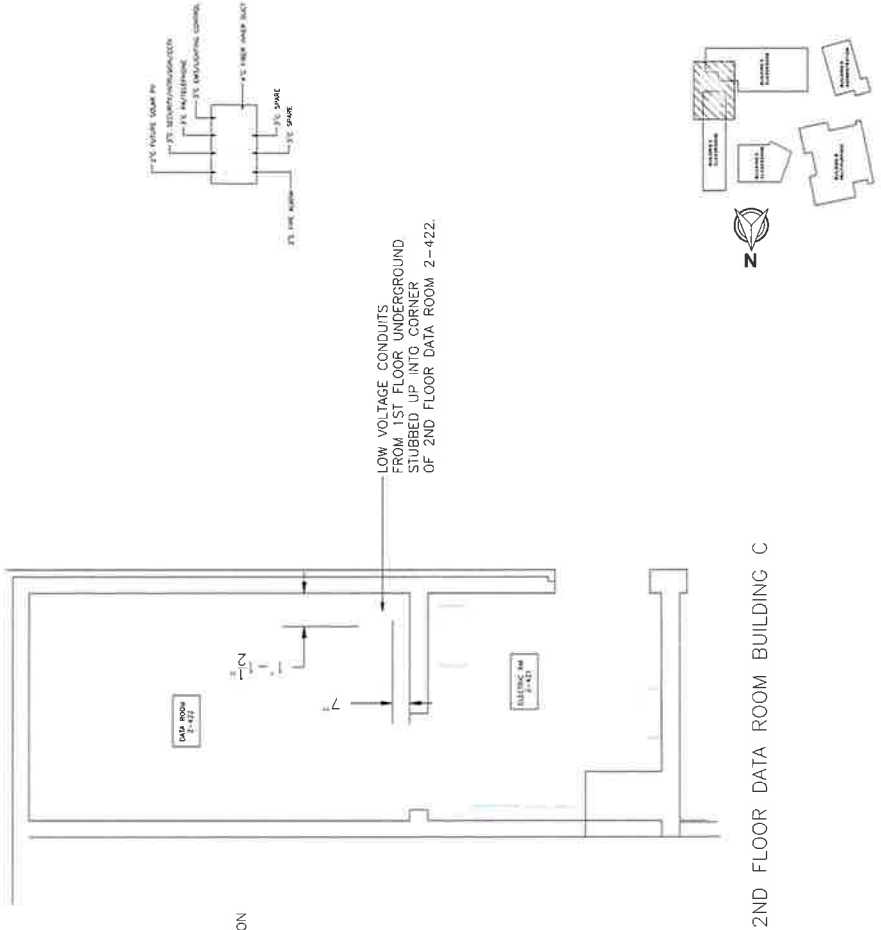
1. See the following revised plumbing plans showing new wall mounted tank-less electric water heater, and deletion of floor sink, and removal of gas line from site.

Hooshang Mozaffari, RA. January 27, 2022

Refer to attached electrical sketches ESK-001 to 003 showing power for electric water heater and recirculating pump.

Bahram Roshanian, RA. . January 27, 2022

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_



13c  
 12c

REVISIONS  
DATE  
BY

PROJECT INFORMATION  
DATE  
BY



RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL  
220 S. DRISBELL ST  
OXNARD, CA 93230

**PLUMBING ROUGH-IN SCHEDULE & CONNECTIONS**

ITEM	DESCRIPTION	QTY	UNIT	INSTALLATION	REMARKS
20	1/2" CPVC	1	FT	1	1/2" CPVC
21	1/2" CPVC	1	FT	1	1/2" CPVC
22	1/2" CPVC	1	FT	1	1/2" CPVC
23	1/2" CPVC	1	FT	1	1/2" CPVC
24	1/2" CPVC	1	FT	1	1/2" CPVC
25	1/2" CPVC	1	FT	1	1/2" CPVC
26	1/2" CPVC	1	FT	1	1/2" CPVC
27	1/2" CPVC	1	FT	1	1/2" CPVC
28	1/2" CPVC	1	FT	1	1/2" CPVC
29	1/2" CPVC	1	FT	1	1/2" CPVC
30	1/2" CPVC	1	FT	1	1/2" CPVC
31	1/2" CPVC	1	FT	1	1/2" CPVC
32	1/2" CPVC	1	FT	1	1/2" CPVC
33	1/2" CPVC	1	FT	1	1/2" CPVC
34	1/2" CPVC	1	FT	1	1/2" CPVC
35	1/2" CPVC	1	FT	1	1/2" CPVC
36	1/2" CPVC	1	FT	1	1/2" CPVC
37	1/2" CPVC	1	FT	1	1/2" CPVC
38	1/2" CPVC	1	FT	1	1/2" CPVC
39	1/2" CPVC	1	FT	1	1/2" CPVC
40	1/2" CPVC	1	FT	1	1/2" CPVC
41	1/2" CPVC	1	FT	1	1/2" CPVC
42	1/2" CPVC	1	FT	1	1/2" CPVC
43	1/2" CPVC	1	FT	1	1/2" CPVC
44	1/2" CPVC	1	FT	1	1/2" CPVC
45	1/2" CPVC	1	FT	1	1/2" CPVC
46	1/2" CPVC	1	FT	1	1/2" CPVC
47	1/2" CPVC	1	FT	1	1/2" CPVC
48	1/2" CPVC	1	FT	1	1/2" CPVC
49	1/2" CPVC	1	FT	1	1/2" CPVC
50	1/2" CPVC	1	FT	1	1/2" CPVC

**CONDENSATE DRAIN PIPE SIZING SCHEDULE**

CONDENSATE THROUGH	PIPE SIZE (IN)
THROUGH 1	3/4"
THROUGH 2	1"
THROUGH 3	1 1/4"
THROUGH 4	1 1/2"
THROUGH 5	1 3/4"

NOTE: CONDENSATE PIPES ASSUMES A ONE EIGHT (1/8) INCH PER FOOT OR ONE PERCENT SLOPE

**MAXIMUM FLOW TABLE PER LB50 FDC**

TYPE	FLOW (GPM)
TOILET	1.2
URINAL	0.15
WASHBASIN	0.5
COUNTERTOP SINK	2.2
SINK	1.8
SHOWERS	8.0
OTHER	2.5

**GREASE INTERCEPTOR**

TYPE	LOCATION	INSTALLATION	REMARKS
1	150	150	150

**WATER HEATER**

TYPE	LOCATION	INSTALLATION	REMARKS
1	150	150	150

**THERMAL EXPANSION TANK**

TYPE	LOCATION	INSTALLATION	REMARKS
1	150	150	150

**GAS REGULATOR**

TYPE	LOCATION	INSTALLATION	REMARKS
1	150	150	150

**HOT WATER RECIRCULATING PUMP**

TYPE	LOCATION	INSTALLATION	REMARKS
1	150	150	150





ONWARD SCHOOL DISTRICT

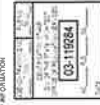
220 S Grand St. Oakland, CA 94608

The Engineer shall be responsible for the design and construction of the plumbing system and shall verify that the same conforms to the applicable codes and standards.

rashonian & associates



AGENCY INFORMATION



IB

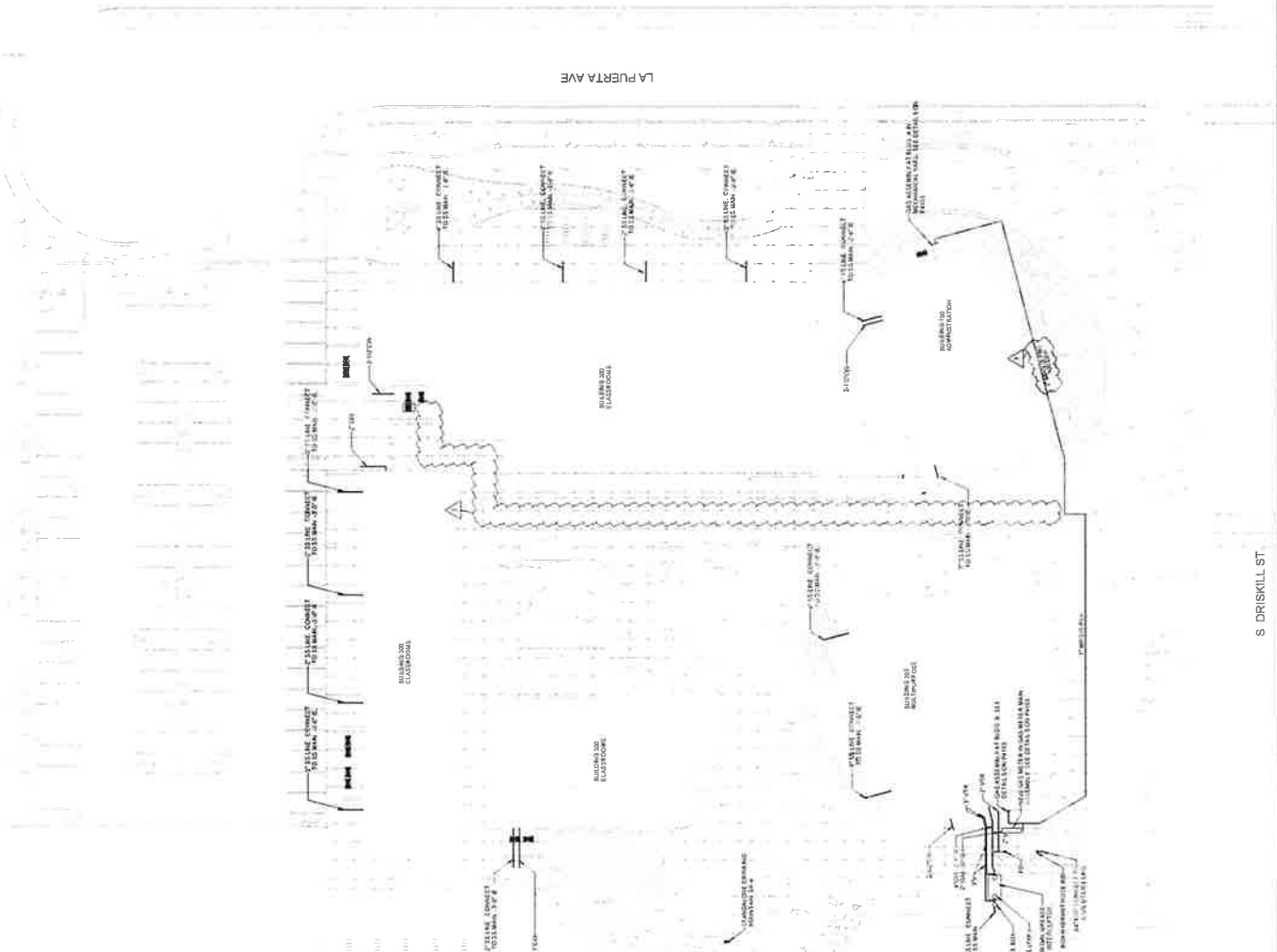
RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL  
220 S GRAND ST.  
OAKLAND CA 94608

LOBBY

NO.	DATE	DESCRIPTION
1	03/15/2017	ISSUED FOR PERMIT
2	03/15/2017	ISSUED FOR PERMIT
3	03/15/2017	ISSUED FOR PERMIT

PLUMBING SITE PLAN

P1004



OXNARD SCHOOL DISTRICT

235 S. Duval St., Oxnard, CA 93028

PROJECT NO. 110556  
DATE: 08/11/10  
DRAWN BY: J. B. ROSE  
CHECKED BY: J. B. ROSE  
APPROVED BY: J. B. ROSE

**r**oshanian  
& associates  
ARCHITECTS

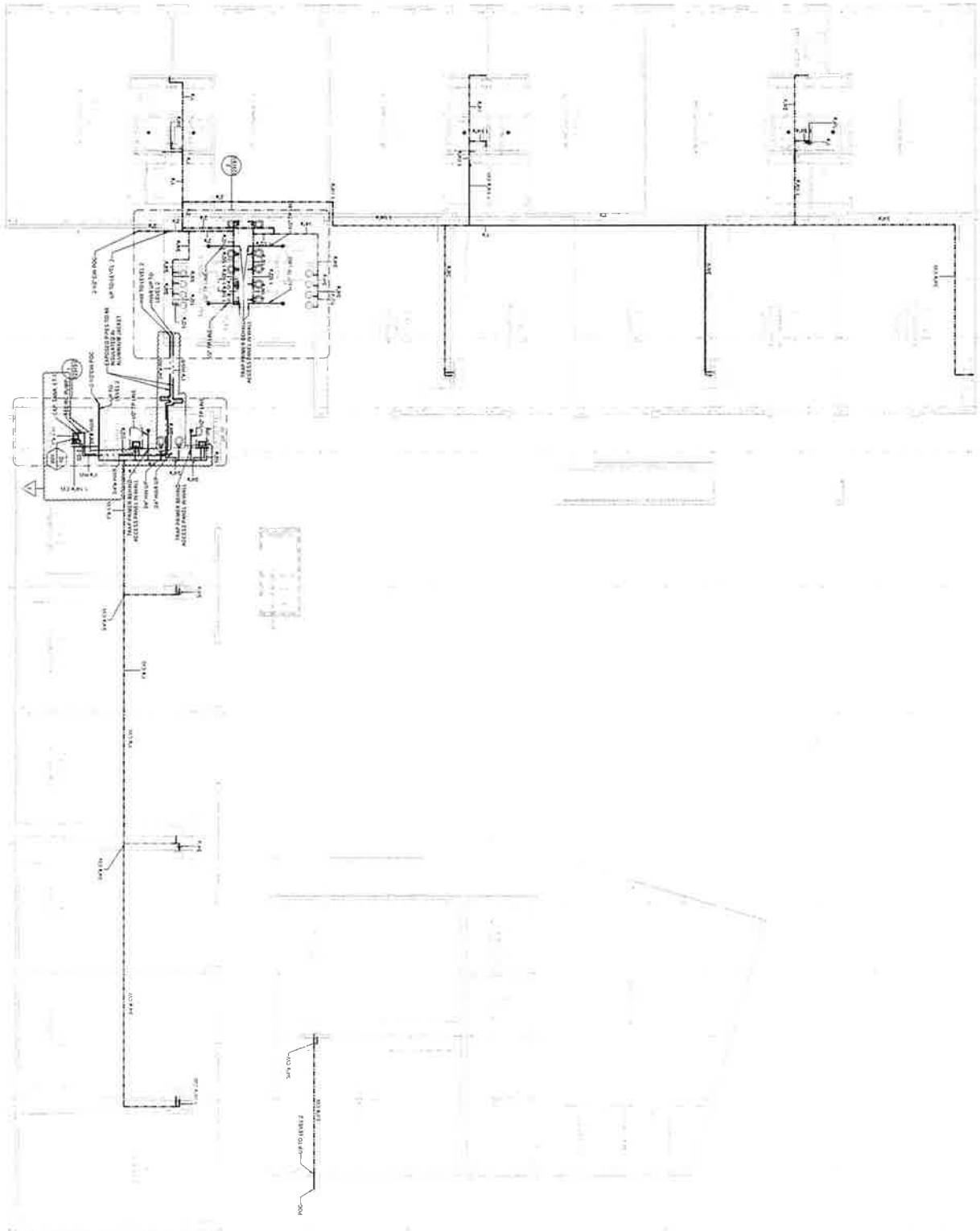


RECONSTRUCTION OF ROSE  
ELEMENTARY SCHOOL  
235 S. DUVAL ST.  
OXNARD, CA 93028

PROJECT NO.	110556
DATE	08/11/10
DRAWN BY	J. B. ROSE
CHECKED BY	J. B. ROSE
APPROVED BY	J. B. ROSE

CLASSROOM BUILDING C+  
DOMESTIC WATER PLAN -  
LEVEL 1

P2311-C



OXNARD SCHOOL DISTRICT

226 S. Duval St, Oxnard, CA 93230

By the Board of Trustees of the Oxnard School District, I hereby certify that the above described project is a public work and that the plans and specifications therefor are true and correct to the best of my knowledge and belief.

DATE: 08/11/2014

rosnahan & associates



AGENCY INFORMATION



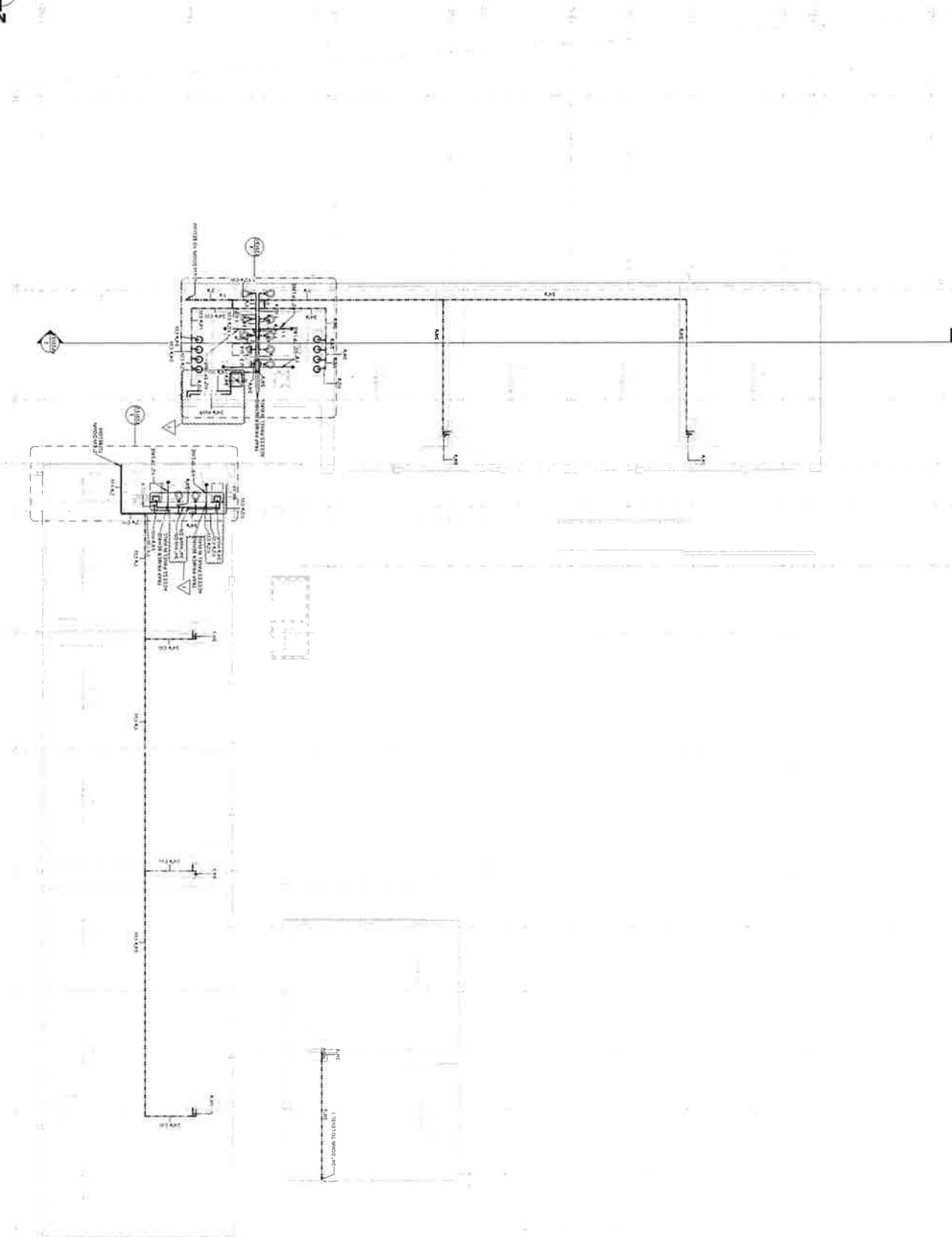
IBI

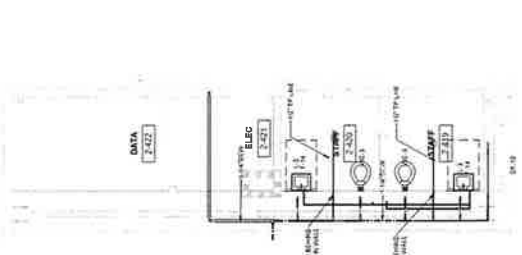
RECONSTRUCTION OF ROSE AVENUE SCHOOL

333 S. Duval St, Oxnard, CA 93230

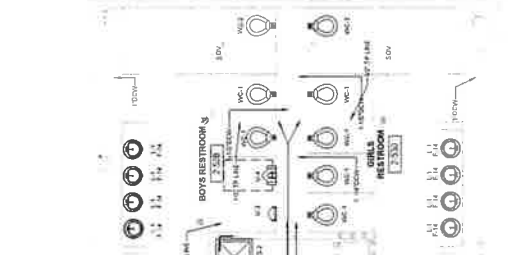
CLASSROOM BUILDING C - DOMESTIC WATER PLAN - LEVEL 2

P2312-C

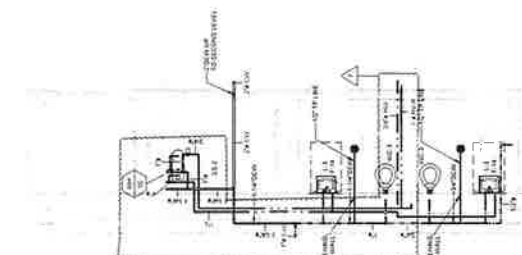




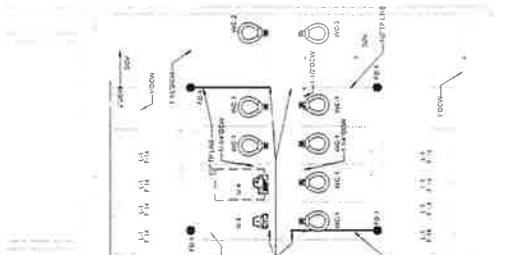
DOMESTIC WATER PLAN - LEVEL 2 - BOYS RESTROOM



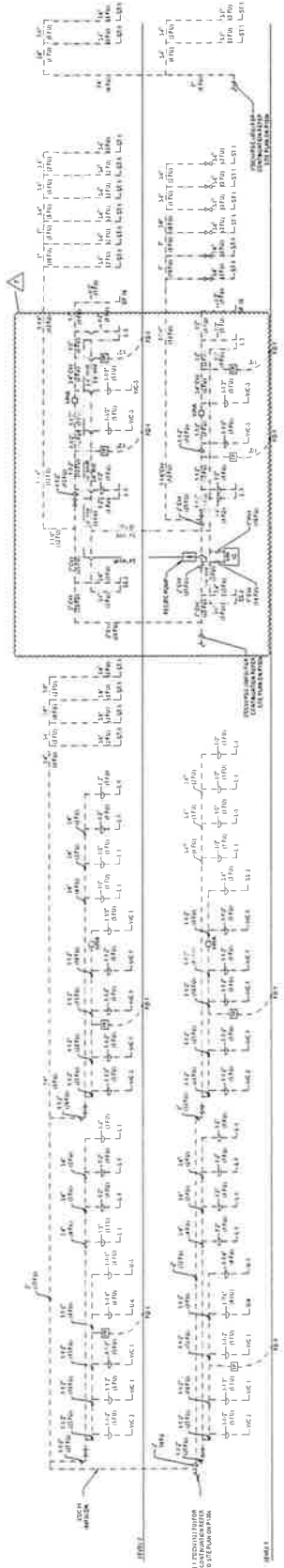
DOMESTIC WATER PLAN - LEVEL 2 - GIRLS RESTROOM



DOMESTIC WATER PLAN - LEVEL 1 - BOYS RESTROOM



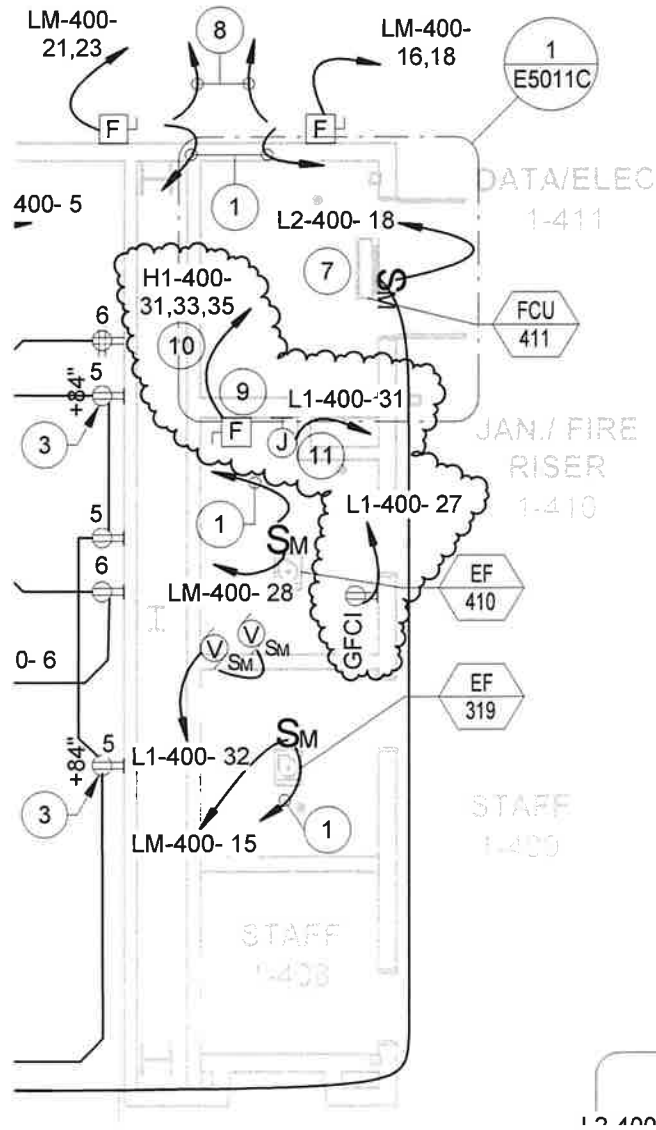
DOMESTIC WATER PLAN - LEVEL 1 - GIRLS RESTROOM



BUILDING C - WATER RISER DIAGRAM



- 9 60A, 480V, 3P DISCONNECT SWITCH WITH 50A FUSE (RK5, DELAY). FOR CONNECTION TO ELECTRIC WATER HEATER.
- 10 1" C - 3#6CU + 1#10 CU GND.
- 11 FOR CONNECTION TO RECIRCULATING PUMP.



ESK-001  
 Sheet: E2311C  
 RFI#076  
 01/27/2022

# Branch Panel: H1-400

Location: DATA/ELEC 1-411  
 Supply From: MSB  
 Mounting: Surface  
 Enclosure: Type 1

Volts: 480/277 Wye  
 Phases: 3  
 Wires: 4

A.I.C. Rating: 18kA  
 Mains Type: MCB  
 Mains Rating: 800 A  
 MCB Rating: 800 A

**Notes:**

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT
1	1ST FLOOR LIGHTING	20 A	1	2359 VA	1939 VA	11072 VA	1	25 A	INVERTER HCE	2
3	1ST FLOOR LIGHTING	20 A	1				3	70 A	(1) ELEVATOR	4
5	1ST FLOOR LIGHTING	20 A	1			1849 VA	--	--		6
7	1ST FLOOR LIGHTING	20 A	1	1305 VA			--	--		8
9	1ST FLOOR LIGHTING	20 A	1	11072 VA			1	20 A	2ND FLOOR LIGHTING	10
11	1ST FLOOR LIGHTING	20 A	1		2564 VA	2117 VA	1	20 A	2ND FLOOR LIGHTING	12
13	1ST FLOOR EXTERIOR LIGHTING	20 A	1	462 VA	260 VA	1802 VA	1	20 A	2ND FLOOR LIGHTING	14
15	1ST FLOOR EXTERIOR LIGHTING	20 A	1	2032 VA			1	20 A	2ND FLOOR EXTERIOR LIGHTING	16
17	1ST FLOOR EXTERIOR LIGHTING	20 A	1		260 VA	435 VA	1	20 A	PARKING LOT LIGHTING	18
19	1ST FLR EXTERIOR LTG - MEDIA CENTER	20 A	1	260 VA			1	20 A	2ND FLOOR EXTERIOR LIGHTING	20
21										22
23										24
25										26
27										28
29										30
31	WATER HEATER - 1C (36KW)	50 A	3	11902 VA						32
33					11902 VA					34
35						11902 VA				36
37	TRANSFORMER TR-L1400	175 A	3	38699 VA	33328 VA	96448 VA	3	400 A	PANELBOARD HIM400	38
39										40
41										42
<b>Total Load:</b>				167491 VA	159849 VA	160248 VA				
<b>Total Amps:</b>				605 A	577 A	579 A				

**Legend:**

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Elevator	33216 VA	125.00%	41520 VA	
HVAC	291856 VA	102.39%	298838 VA	Total Conn. Load: 487586 VA
Lighting	22257 VA	125.00%	27821 VA	Total Est. Demand: 490729 VA
Lighting - Exterior	1152 VA	125.00%	1440 VA	Total Conn.: 586 A
Other	6656 VA	100.00%	6656 VA	Total Est. Demand: 580 A
Power	86742 VA	100.00%	86742 VA	
Receptacle	45900 VA	60.89%	27950 VA	

**Notes:**

(1) PROVIDE SHUNT TRIP ON CIRCUIT BREAKER ACTIVATED BY ELEVATOR MACHINE ROOM HEAT DETECTOR.

# Branch Panel: L1-400

Location: DATA/ELEC 1-411  
 Supply From: TR-L1400  
 Mounting: Surface  
 Enclosure: Type 1

Volts: 120/208 Wye  
 Phases: 3  
 Wires: 4

A.I.C. Rating: 10kA  
 Mains Type: MCB  
 Mains Rating: 400 A  
 MCB Rating: 300 A

**Notes:**

CKT	Circuit Description	Trip	Pol es	A	B	C	Pol es	Trip	Circuit Description	CKT	
1	Receptacles - Classroom 1-402	20 A	1	1260 VA	1260 VA		1	20 A	Receptacles - Classroom 1-401	2	
3	Receptacles - Classroom 1-404	20 A	1		1260 VA	1260 VA	1	20 A	Receptacles - Classroom 1-403	4	
5	Receptacles - Classroom 1-406	20 A	1			1260 VA	1	20 A	Receptacles - Classroom 1-405	6	
7	Receptacles - Classroom 1-309	20 A	1	1260 VA			1	20 A	Receptacles - Classroom 1-310	8	
9	Receptacles - Breakout 1-302,303,304	20 A	1		540 VA		1	20 A	Receptacles - 1-306,307,308	10	
11	Recept. Boys/Girls RR 1-501-503, Jan. 1-502A	20 A	1			540 VA	1	20 A	Receptacles - Media Center 1-301	12	
13	Receptacles - Piano Keyboard 1-504	20 A	1	1080 VA			1	20 A	Receptacles - Classroom 1-505	14	
15	Receptacles - Classroom 1-506	20 A	1		1440 VA	1080 VA	1	20 A	Receptacles - Special Ed classroom 1-507	16	
17	Receptacles - RSP/Speech 1-508	20 A	1			1080 VA	1	20 A	Receptacles - Kindergarten 1-527	18	
19	Receptacles - Kindergarten 1-522	20 A	1	1080 VA			1	20 A	Receptacles - Workroom 1-523, Hall 1-526	20	
21	Receptacles - Kindergarten 1-516	20 A	1		1080 VA	1080 VA	1	20 A	Receptacles - Kindergarten 1-521	22	
23	Receptacles - Workroom 1-517, Hall 1-520	20 A	1			720 VA	1	20 A	Receptacles - Kindergarten 1-515	24	
25	Receptacles - Kindergarten 1-509	20 A	1	1080 VA			1	20 A	Recept - Workrm 1-510, Hall 1-513, Eq. 1-514	26	
27	Receptacles - Jan/Fire Riser 1-410	20 A	1		180 VA	540 VA	1	20 A	Receptacles - Exterior	28	
29	Receptacles - Exterior	20 A	1			180 VA	1	20 A	Receptacles - Exterior	30	
31	CIRCULATING PUMP CPH-2	20 A	1	360 VA			1	20 A	FIRE SMOKE DAMPERS (1)	32	
33										34	
35										36	
37	PANELBOARD L1A-400	150 A	3	12360 VA	14744 VA		3	150 A	PANELBOARD L2-400	38	
39					12304 VA	11664 VA				40	
41					33328 VA					42	
				<b>Total Load:</b>	36659 VA				12364 VA	12966 VA	
				<b>Total...</b>	324 A				34330 VA		
						278 A					

**Legend:**

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
HVAC	2520 VA	101.19%	2550 VA	
Lighting	246 VA	125.00%	308 VA	
Other	6656 VA	100.00%	6656 VA	<b>Total Conn. Load: 106357 VA</b>
Power	51035 VA	100.00%	51035 VA	<b>Total Est. Demand: 86499 VA</b>
Receptacle	45900 VA	60.89%	27950 VA	<b>Total Conn.: 295 A</b>
				<b>Total Est. Demand: 246 A</b>

**Notes:**

(1) CIRCUIT BREAKER TO BE RED IN COLOR AND PROVIDED WITH LOCK ON DEVICE.



Contingency  
Draw  
Request (CDR)

Owner  Oxnard School District  
Architect  IBI Group  
Contractor  Balfour Beatty  
CM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
200 East Driskill St.  
Oxnard, CA 93030

Contingency Request #: 029  
Date: 6/17/22

TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

The Contract is changed as follows:

Furnish and install one 3" dedicated conduit pathway for the use of Crowne Castle as the only low voltage pathway was dedicated to Frontier per RFI 135.  Ref. Cost Event #52.	\$ 14,906.00
--	--------------



The cost of this work will be drawn from Contractor Contingency:



The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

CONSTRUCTION MANAGER  
CFW Group, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

6/17/22

Date: \_\_\_\_\_

11/29/2022

Date: \_\_\_\_\_

11/29/2022

OWNER - Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_

11/30/22

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	5/31/2022
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	52
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

RFI 135 - Furnish & Install a dedicated 3" conduit for the use/installation of the fiber optic cabling for Crown Castle in the planned Edison pathway.

\*propose draw from project (E&O) contingency

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Taft	\$	14,906.00	
	\$	-	
	\$	-	
		<b>Subtotal B: \$</b>	<b>14,906.00</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
		<b>Grand Total = (A + B + C + D + E)</b>	<b>\$ 14,906.00</b>


The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

☐

Leon Cavallo, Project Manager - Balfour Beatty

---

Print Name & Title (General Contractor)




---

Signature

5/31/2022

---

Date



Taft Electric Company  
1694 Eastman Ave, Ventura, CA 93003  
Lic. #772245 | PWC #100000149  
(805) 642-0121

---

---

## CHANGE ORDER REQUEST

### COR #005 Additional 3" Conduit for Crown and Castle

---

To: Leon Cavallo, Project Manager  
Balfour Betty  
300 E. Esplanade Drive #1120  
Oxnard, CA 93036

From: Tim Harris Project Manager  
Phone: (805) 320-1623  
Email: [tharris@taftelectric.com](mailto:tharris@taftelectric.com)

Phone: (805) 206-8614  
Email: [Lcavallo@balfourbetty.com](mailto:Lcavallo@balfourbetty.com)  
CC:

Date Issued: 5/31/22

---

Requested Amount: \$ \$14,906

---

The change in scope for the amount requested above is as follows:

#### COR #005

SCOPE: Install an additional 3" conduit for Crown and Castle to install Fiber optic wire. This conduit will be installed next to the Frontier 4". We will install the new conduit to the 4'x4' pull box just south of Building B. (See the attached drawings) where there are 2) spare 3" conduits to Building A. It will require us to chip away existing concrete encasement to get into the 4'x4' vault.

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

This proposal supersedes all previously submitted proposals relating to this same work. Any work from other trades that is required to complete this work is not included as a part of this proposal.

Unless otherwise indicated, this proposal is valid for 30 calendar days from the above date of issuance. Taft Electric reserves the right to revise or amend this proposal should approval or direction to proceed take longer than 30 calendar days.

#### EXCLUSIONS:

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.
4. Any and all parts and labor not specifically listed above or within.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.

Submitted By:

Approved By:

---

Tim Harris  
Project Manager  
Taft Electric Company

Date

---

Leon Cavallo  
Project Manager  
Balfour Betty Corporation

Date

# TAFT ELECTRIC CHANGE ORDER REQUEST

 PROJECT: Rose Ave Elementary      JOB# 22-2338

 TEC COR#: 4

CUST RFP#: \_\_\_\_\_

COR DESCRIPTION: \_\_\_\_\_

 DATE: 5/31/2022
Added 3" conduit for Crown and Castle

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Conest Material	\$4,050.00	63.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
<b>TOTAL</b>	<b>\$4,050.00</b>	<b>63.00</b>

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	\$121.50
7.75%	SALES TAX	\$323.29
3.00%	MATERIAL HANDLING	\$134.84
0.00%		\$0.00
	<b>SUBTOTAL MATERIAL</b>	<b>\$4,629.63</b>
15.00%	OVERHEAD & PROFIT	\$694.45
	<b>TOTAL TAKEOFF MATERIAL</b>	<b>\$5,324.08</b>

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	<b>SUBTOTAL QUOTES</b>	<b>\$0.00</b>
7.75%	SALES TAX	\$0.00
0.00%	MATERIAL HANDLING	\$0.00
0.00%		\$0.00
0.00%		\$0.00
	<b>SUBTOTAL QUOTES</b>	<b>\$0.00</b>
15.00%	OVERHEAD & PROFIT	\$0.00
	<b>TOTAL QUOTES</b>	<b>\$0.00</b>

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
Lozano	Additional Trenching, Back Fill Spoil removal 2 days	\$3,000.00
ICC	Coring holes in vaults	\$550.00
		\$0.00
		\$0.00
		\$0.00
	<b>SUBTOTAL SUBCONTRACTS</b>	<b>\$3,550.00</b>
5.00%	OVERHEAD & PROFIT	\$177.50
	<b>TOTAL SUBCONTRACTS</b>	<b>\$3,727.50</b>

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
General Foreman	0.00	\$96.24	\$0.00
OT Prem G. Foreman	0.00	\$42.44	\$0.00
DT Prem G. Foreman	0.00	\$0.00	\$0.00
OT Gen Foreman	0.00	\$138.68	\$0.00
Reg Shift Foreman	11.00	\$90.02	\$990.22
OT Prem Foreman	0.00	\$0.00	\$0.00
DT Prem Foreman	0.00	\$167.60	\$0.00
OT Shift Foreman	0.00	\$128.81	\$0.00
Reg Shift JW	18.00	\$83.79	\$1,508.22
OT Prem Crew	0.00	\$0.00	\$0.00
DT Prem Crew	0.00	\$155.18	\$0.00
OT Shift Crew	0.00	\$119.49	\$0.00
CAD Drafter	0.00	\$0.00	\$0.00
Apprentice 70%	34.00	\$67.67	\$2,300.78
0.00%			\$0.00
0.00%			\$0.00
	<b>SUBTOTAL LABOR</b>		<b>\$4,799.22</b>
15.00%	OVERHEAD & PROFIT		\$719.88
	<b>TOTAL LABOR</b>		<b>\$5,519.10</b>

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%	TOOLING RENTAL	\$0.00
0.00%	Roto Hammer	\$0.00
2.00%	Fuel Surcharge	\$291.41
0.00%	Dirt Tamper/ wacker	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$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
	<b>SUBTOTAL DJE</b>	<b>\$291.41</b>
15.00%	OVERHEAD & PROFIT	\$43.71
	<b>TOTAL DJE</b>	<b>\$335.13</b>

CHANGE REQUEST SUMMARY	
TAKEOFF MATERIAL	\$5,324.08
QUOTED MATERIAL	\$0.00
SUBCONTRACTORS	\$3,727.50
LABOR EXPENSES	\$5,519.10
DIRECT JOB EXPENSES	\$335.13
<b>SUBTOTAL CHANGE REQUEST</b>	<b>\$14,905.81</b>
0.00% Bond	\$0.00
<b>CHANGE PROPOSAL TOTAL</b>	<b>\$14,906</b>

**Job ID:** 20-2338 ROSE AVE  
**Project:** Rose Ave COR's



**Takeoff**

**Vendor:** COST

**Labor Level:** LABOR 1

**31 May 2022 16:12:50**

**Region:** ADDED 3 INCH FRONTIER CONDUIT

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
10064	400.00	FT	M	3	PVC SCH 40	7.9250	3,170.00	0.1100	44.00
20021	3.00	EA	M	3	PVC SCH 40 90-DEG ELBOW 48"R	293.1469	879.44	0.8400	2.52
1	16.00	M			CHIPPING EXISTING CONCRETE	0.0000	0.00	1.0000	16.00
<b>Phase Totals:</b>							<b>4,049.44</b>		<b>62.52</b>
<b>Job Totals:</b>							<b>4,049.44</b>		<b>62.52</b>

Tull Electric Company

1031 E. Main Avenue  
 Mountain View, CA 94031

**Phone:** 805-612-0121  
**Web:** www.tullelec.com



# RICHARD A REED BACKHOE SERVICE, INC.

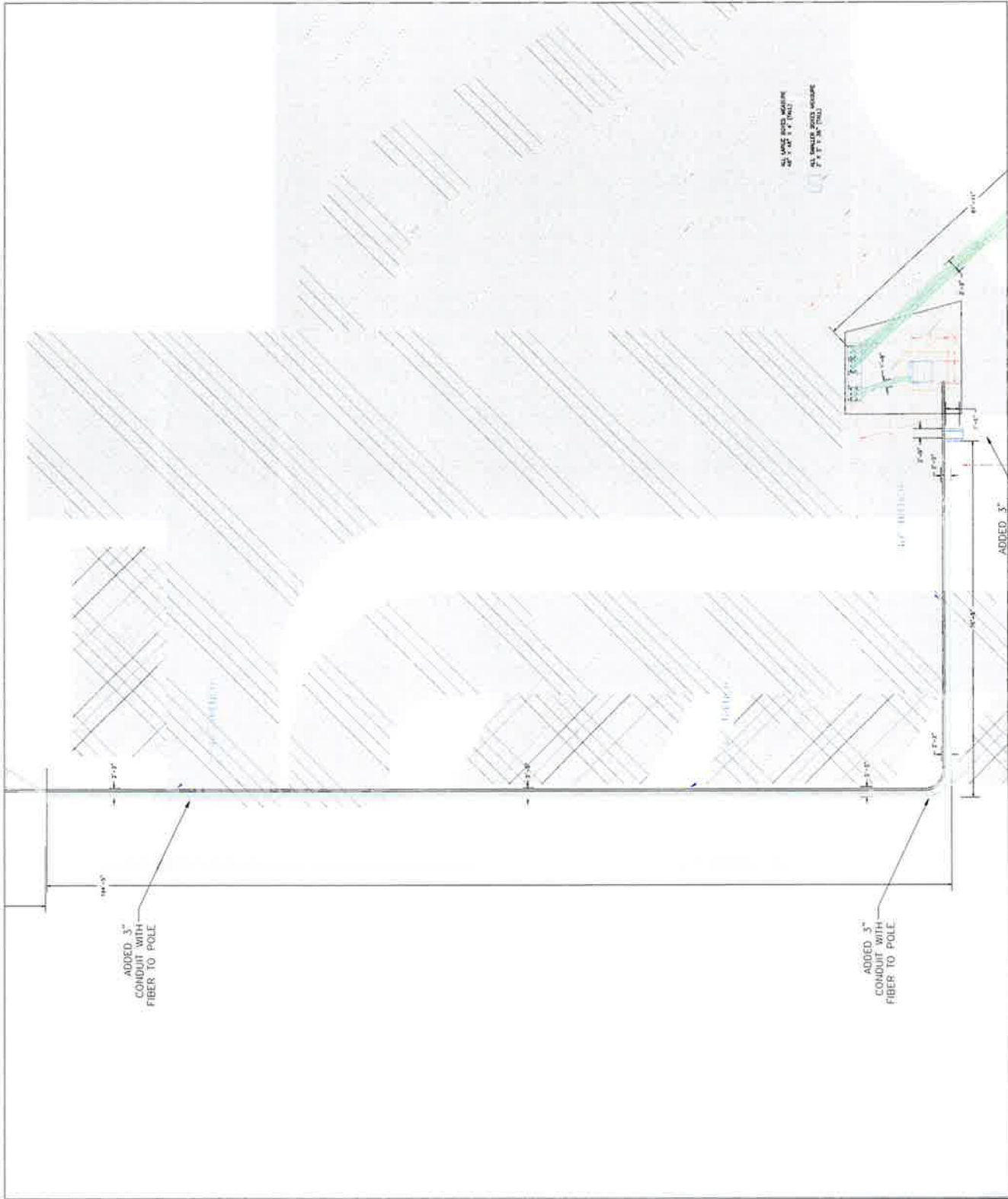


P.O. Box 7164, Ventura, Ca 93006 ♦ Office (805) 641-3478  
Email [reedbackhoe@outlook.com](mailto:reedbackhoe@outlook.com)

## RATE SHEET

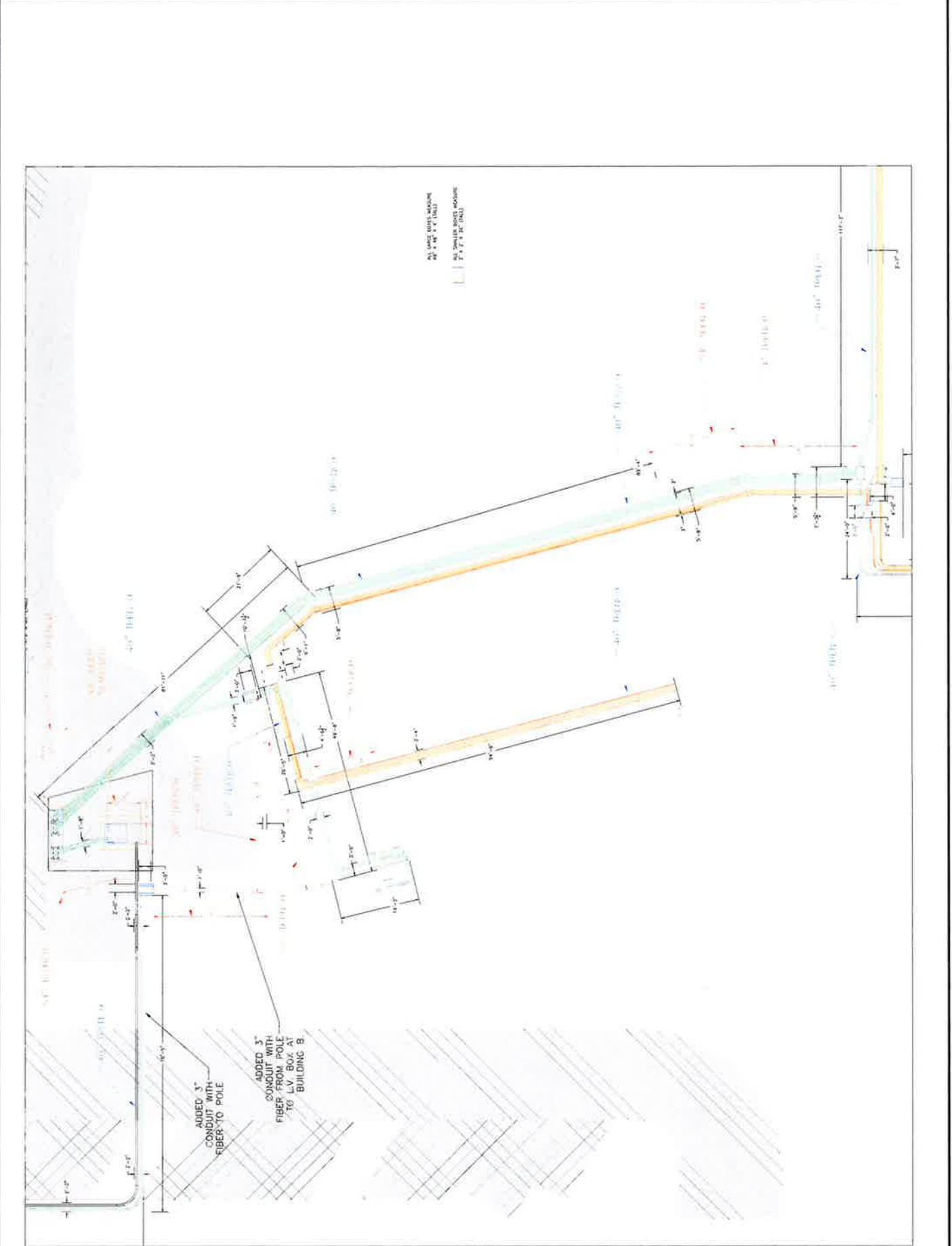
Valid Pricing through 6/30/2022

580 Backhoe w/ Union Operator	8 hour minimum	\$155.00	per hr.
303 Mini Excavator w/ Union Operator	8 hour minimum	\$152.00	per hr.
303 Mini Excavator w/ Auger & Union Operator	8 hour minimum	\$156.00	per hr.
303 Mini Excavator w/ Breaker & Union Operator	8 hour minimum	\$181.00	per hr.
320 Excavator w/ Union Operator	8 hour minimum	\$205.00	per hr.
721 Loader w/ Union Operator	8 hour minimum	\$167.00	per hr.
Dump Truck Daily Rental	Daily Rental	\$400.00	per day
Compaction Wheel: Backhoe	Daily Rental	\$100.00	per day
Compaction Wheel: 320 Excavator	Daily Rental	\$200.00	per day
Transport (From Ventura Avenue to project & back)	1 hour minimum	\$125.00	per hr.
Laborer		\$95.00	per hr.
Operator Only Straight Time		\$115.00	per hr.
Operator Only Overtime		\$128.00	per hr.
Operator Only Overtime - On Reed Equipment		\$50.00	per hr.
Labor Compliance Forms		\$100.00	per job
Certified Payroll Reporting		\$100.00	per month





REF. NO.	DESCRIPTION	DATE
1	REVISIONS	
2	REVISIONS	
3	REVISIONS	
4	REVISIONS	
5	REVISIONS	
6	REVISIONS	
7	REVISIONS	
8	REVISIONS	
9	REVISIONS	
10	REVISIONS	
11	REVISIONS	
12	REVISIONS	
13	REVISIONS	
14	REVISIONS	
15	REVISIONS	
16	REVISIONS	
17	REVISIONS	
18	REVISIONS	
19	REVISIONS	
20	REVISIONS	





Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

### Frontier Additional Spare Conduit

<b>TO:</b>	Linda Iversen (IBI Group) Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	04/26/2022	<b>STATUS:</b>	Open
<b>LOCATION:</b>		<b>DUE DATE:</b>	05/03/2022
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	
<b>COST IMPACT:</b>		<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>	Leon Cavallo (Balfour Beatty), Alex Garcia (Balfour Beatty), Ken Hinge (Kenco Construction Services), Linda Iversen (IBI Group), Janvi Kanani (IBI Group), Dennis Kuykendall (Balfour Beatty), Arega Mehrabian (IBI Group), Rick Ostrander (CFW, Inc.)		

**Question from Filbert Carbajal (Balfour Beatty) at 08:34 AM on 04/26/2022**

As requested by the District, please confirm if installing an additional 5" spare conduit in the Edison pathway is acceptable.

Awaiting an Official Response

**All Replies:**

No exception taken.  
 Bahram Roshanian  
 4/26/2022

Conduit shall be 3" per OAC meeting on May 11, 2022 and shall be used for the Crowne Castle fiber optic cabling as Frontier will not allow Crowne Castle to share the Frontier pathway.  
 Leon Cavallo  
 5/11/22

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_

## Carbajal, Filbert

---

**From:** Carbajal, Filbert  
**Sent:** Friday, May 13, 2022 15:21  
**To:** Tim Harris  
**Cc:** Cavallo, Leon; Garcia, Alex; Ronald Franco; Al Davis; com-inbound-rose-ave-lem-school-reconstruction@procoretech.com  
**Subject:** RE: Rose Ave ES\_RFI 135: Frontier Additional Spare Conduit (Response)

Hi Tim,

Per our OAC meeting this week, the spare conduit will be reduced to a 3" conduit and will be dedicated to Crown Castle.

Let me know if you have any questions.

Thank you,

### Filbert Carbajal

**Project Engineer** | Balfour Beatty

C: 805-266-1052

E: fcarbajal@balfourbeattyus.com | www.balfourbeattyus.com

300 E. Esplanade Drive, #1120, Oxnard, CA 93036



**From:** Tim Harris <tharris@taftelectric.com>

**Sent:** Friday, May 13, 2022 13:39

**To:** Cavallo, Leon <LCavallo@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>

**Cc:** Ronald Franco <RFranco@taftelectric.com>; Al Davis <adavis@taftelectric.com>

**Subject:** FW: Rose Ave ES\_RFI 135: Frontier Additional Spare Conduit (Response)

External Email

Team BBC,

Just to confirm this RFI 135 is calling out a spare 4" conduit for Frontier? In addition there might be a another spare conduit for Crown and Castle?

If so we will have additional costs associated with these answers. Please confirm.

Thank you,



Tim Harris | Project Manager  
**TAFT ELECTRIC COMPANY**  
 805-654-7962 - Direct  
 805-320-1623 - Cell  
**Serving all of California**

*Employee-Owned*

**From:** Filbert Carbajal (Balfour Beatty) <[Balfour\\_Beatty@procoretech.com](mailto:Balfour_Beatty@procoretech.com)>  
**Sent:** Friday, May 13, 2022 11:51 AM  
**To:** Tim Harris <[tharris@taftelectric.com](mailto:tharris@taftelectric.com)>  
**Subject:** Rose Ave ES\_RFI 135: Frontier Additional Spare Conduit (Response)

Rose Ave. Elem School  
 Reconstruction



More details: [View online](#) | [View PDF](#)

**From:** Filbert Carbajal (Balfour Beatty)  
**Date:** Friday, May 13, 2022 at 11:51 am PDT  
**Sent To:** John Billig (Taft Electric Company (Ventura))  
 Mario Chaidez (Taft Electric Company (Ventura))  
 Ron Franco (Taft Electric Company (Ventura))  
 Tim Harris (Taft Electric Company (Ventura))  
 Cameron Miller (Taft Electric Company (Ventura))  
**CC:** Leon Cavallo (Balfour Beatty)  
 Alex Garcia (Balfour Beatty)  
 Michael Lapraik (Kenco Construction Services)  
 Sophia Limon (Balfour Beatty)  
 Rick Ostrander (CFW, Inc.)  
 David Reyes (Balfour Beatty)  
 Ruben Ruiz (IBI Group)  
**Attachments:** None

Please see RFI response.

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

Sent from Procore

## RFI Details

### QUESTION 1

Asked By: Filbert Carbajal (Balfour Beatty)

Date: Tue Apr 26, 2022 at 08:34 am PDT

Question: As requested by the District, please confirm if installing an 4" spare conduit in the Edison pathway is acceptable.

Attachments: None

### Official Response

Answered By: Filbert Carbajal (Balfour Beatty)

Date: Fri May 13, 2022 at 11:47 am PDT

Response: 

1. Conduit size is 4". A second 4" spare conduit will be called out in RFI 135.

a. Correct - Gustavo Vazquez

Attachments: [RE Rose Ave. ES Frontier Meeting 5-6-22.pdf](#)

### All Replies

Answered By: Filbert Carbajal (Balfour Beatty)

Date: Fri May 13, 2022 at 11:47 am PDT

Response: 

1. Conduit size is 4". A second 4" spare conduit will be called out in RFI 135.

a. Correct - Gustavo Vazquez

Attachments: [RE Rose Ave. ES Frontier Meeting 5-6-22.pdf](#)

Answered By: Filbert Carbajal (Balfour Beatty)

Date: Fri Apr 29, 2022 at 09:45 am PDT

Response: No exception taken.

Bahram Roshanian  
4/26/2022

Attachments: [RFI 135 Frontier Addtl Conduit RA.pdf](#)

### ADDITIONAL DETAILS

Project: Rose Ave. Elem School Reconstruction

Subject: Frontier Additional Spare Conduit

Date Initiated: 04/26/22

Created By: Filbert Carbajal (Balfour Beatty)

Assigned To: Ruiz, Ruben (IBI Group)  
Iversen, Linda (IBI Group)

Distribution List: Cavallo, Leon (Balfour Beatty)  
Garcia, Alex (Balfour Beatty)  
Hinge, Ken (Kenco Construction Services)  
Iversen, Linda (IBI Group)  
Kanani, Janvi (IBI Group)  
Kuykendall, Dennis (Balfour Beatty)  
Mehrabian, Arega (IBI Group)  
Ostrander, Rick (CFW, Inc.)

More details: [View online](#) | [View PDF](#)

Powered By ProcCore | [support@procore.com](mailto:support@procore.com) | <https://support.procore.com>



**Balfour Beatty Construction, LLC**  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 P: (858) 635-7400

**Project: 15650000 Rose Ave. Elem School  
 Reconstruction**  
 220 South Driskill Street  
 Oxnard, California 93030

## OAC Meeting Minutes: Meeting #28

<b>Meeting Date</b>	May 11, 2022	<b>Meeting Time</b>	1:00 PM - 2:30 PM Pacific Time (US & Canada)
<b>Meeting Location</b>	Microsoft Teams Meeting	<b>Video Conferencing Link</b>	<a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTc1MDliODYtINDIjYS00MzcxLWI3YTMIN2Y2MzBIM2EwYmVj%40thread_v2/0?context=%7b%22Tid%22%3a%2201f3a409-b48f-4f2c-b95b-7ea1977a06ed%22%2c%22Oid%22%3a%22e85fed70-8346-4fef-b817-d08ec406e228%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTc1MDliODYtINDIjYS00MzcxLWI3YTMIN2Y2MzBIM2EwYmVj%40thread_v2/0?context=%7b%22Tid%22%3a%2201f3a409-b48f-4f2c-b95b-7ea1977a06ed%22%2c%22Oid%22%3a%22e85fed70-8346-4fef-b817-d08ec406e228%22%7d</a>
<b>Overview</b>	Weekly Owner, Architect and General Contract Meeting for the Rose Ave. E.S. Reconstruction project		
<b>Notes</b>			
<b>Attachments</b>	<a href="#">Rose Ave ES_3-Week Lookahead 2022-05-09.pdf</a> , <a href="#">Rose Ave ES_CCD Log 2022-05-10.pdf</a> , <a href="#">Rose Ave ES_ASI Log 2022-05-10.pdf</a> , <a href="#">RFI Log 2022-05-10.pdf</a>		

### Scheduled Attendees

<b>Name</b>	<b>Company</b>	<b>Phone Number</b>	<b>Email</b>	<b>Attendance</b>
Filbert Carbajal	Balfour Beatty	P: (805) 266-1052	fcarbajal@balfourbeattyus.com	Present
Leon Cavallo	Balfour Beatty	P: (805) 206-8614	lcavallo@balfourbeattyus.com	Present
Alex Garcia	Balfour Beatty	P: (805) 400-5787	alexgarcia@balfourbeattyus.com	Present
Dennis Kuykendall	Balfour Beatty	P: (805) 574-9131	dkuykendall@balfourbeattyus.com	Present
Sophia Limon	Balfour Beatty	P: (805) 983-1558	slimon@balfourbeattyus.com	Present
David Reyes	Balfour Beatty		davidreyes@balfourbeattyus.com	
Donald Rondeau Jr	Balfour Beatty	P: (858) 635-7400	drondeau@balfourbeattyus.com	
Scott Burkett	CFW, Inc.		sburkett@cfwinc.com	
Rick Ostrander	CFW, Inc.	P: (626) 705-7904	rostrander@cfwinc.com	Present
Dharmesh Amin	Construction Testing & Engineering, Inc.		dharmesh@ctesouth.com	Conference
Sian Bashkiroff	Construction Testing & Engineering, Inc.		sian@cte-inc.net	
Joseph McKinney	Construction Testing & Engineering, Inc.		jmckinney@universalengineering.com	
Janvi Kanani	IBI Group	P: (213) 769-0011 ext. 56104	janvi.kanani@ibigroup.com	
Rick Mello	IBI Group		rick.mello@ibigroup.com	
Ruben Ruiz	IBI Group	P: (805) 546-0433 ext. 566677	ruben.ruiz@ibigroup.com	Conference
Carlos Zaragosa	IBI Group		carlos.zaragosa@ibigroup.com	

**Official Documented Meeting Minutes**

- Approval of offsite improvement drawings will be needed before June 6th for East Parking Lot. Storm drain has to go in before school lets out so that there is enough time to complete the parking lot.
- Drawings with plan check comments were delivered yesterday to civil, Ruben R to follow up with civil to expedite addressing plan check comments.
- City inspector noted that the drawings currently show a single supply tap to the domestic water and fire water, however they will need individual POC's. Ruben R to relay this message to civil team. Leon C to follow up with Peter H at the City to confirm and Rick O is to contact the city engineer as well. Alex G suggested over-the-counter review with plan checker for this third revision.

**Previous Meeting Minutes**

**May 4, 2022**

- Peter H from the City said that engineering finished their review and will provide us comments to pick up soon. BB will be ready to pick up the package May 5th.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status	Old/New
3.3	1	Pre-Install Meetings	Leon Cavallo (Balfour Beatty)			Open	Old

**Description**

60 day schedule of upcoming pre-installation meetings & mockups.

**Official Documented Meeting Minutes**

Framing subcontractor will be the next scheduled pre-installation meeting.

**Previous Meeting Minutes**

**May 4, 2022**

Next pre-install meeting will be for the framing crew.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status	Old/New
3.4	1	Utility Applications	Ruben Ruiz (IBI Group)			Open	Old

**Description**

Discuss the status of SoCal Gas, Frontier, and Edison permits and work orders.

**Official Documented Meeting Minutes**

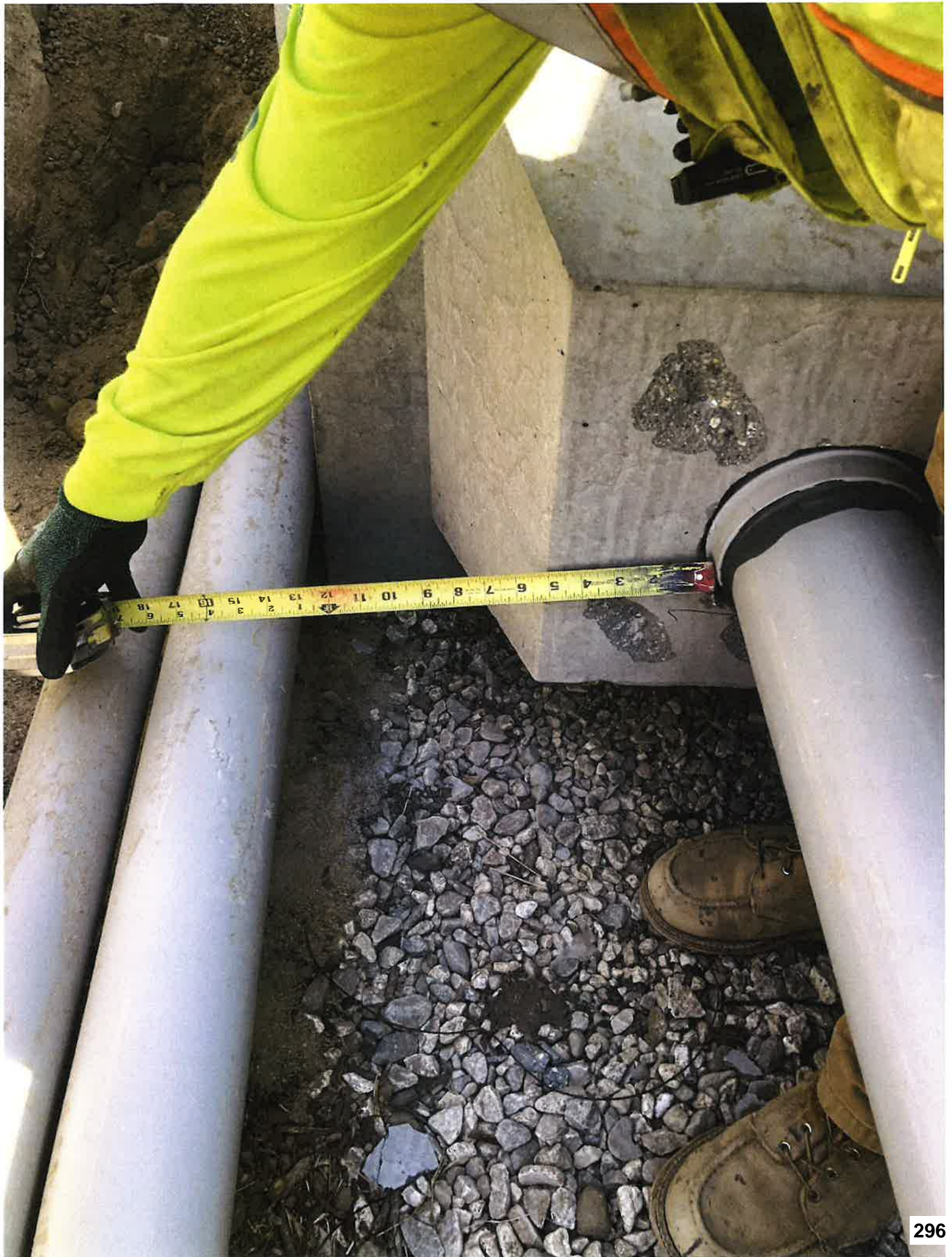
- SoCal Gas: Work order signed off yesterday by the District and fees paid by BB last night, 4 week lead time. New service application is in with the Gas Co.
- Edison: Taft will provide a trenching plan schedule.
- Frontier: BB, the District and Taft met on with Frontier design team via Teams meeting to discuss RFI 134 & 135 for trenching, backfill and conduit requirements. Per Frontier Crowne Castle has to run their fiber in a separate conduit so there will not be a spare. BB is proposing 3" conduit to keep trench width to 30", OK'd with Rick O & Ricky L. BB to provide IBI responses to RFI's for the record.

**Previous Meeting Minutes**

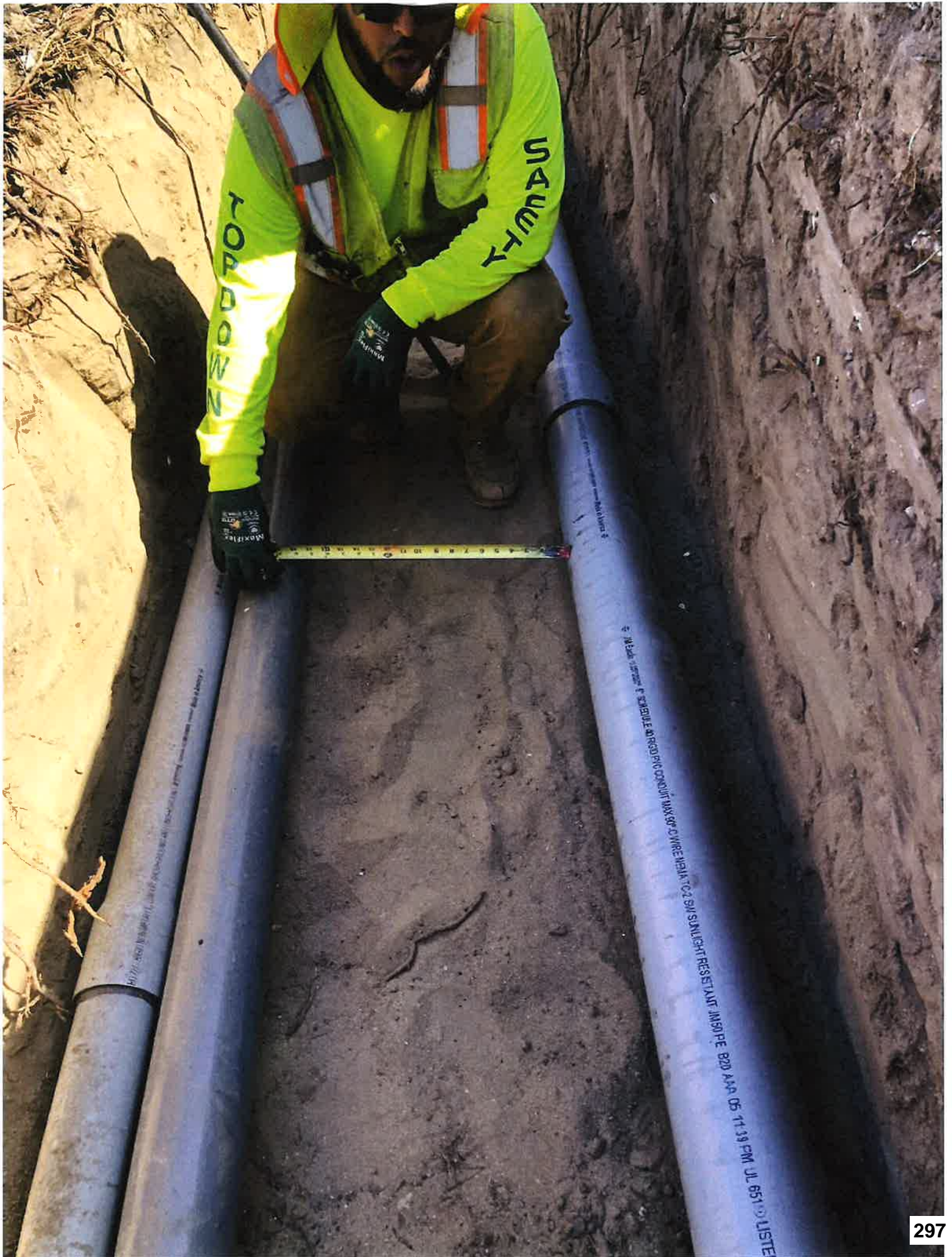
**May 4, 2022**

- SoCal Gas: BB to determine duration of temp shutdown. Rick O not aware of separate WO so Leon C with follow up with Bryan H of the Gas Co. The permit approval/processing lead time is 5-6 weeks.

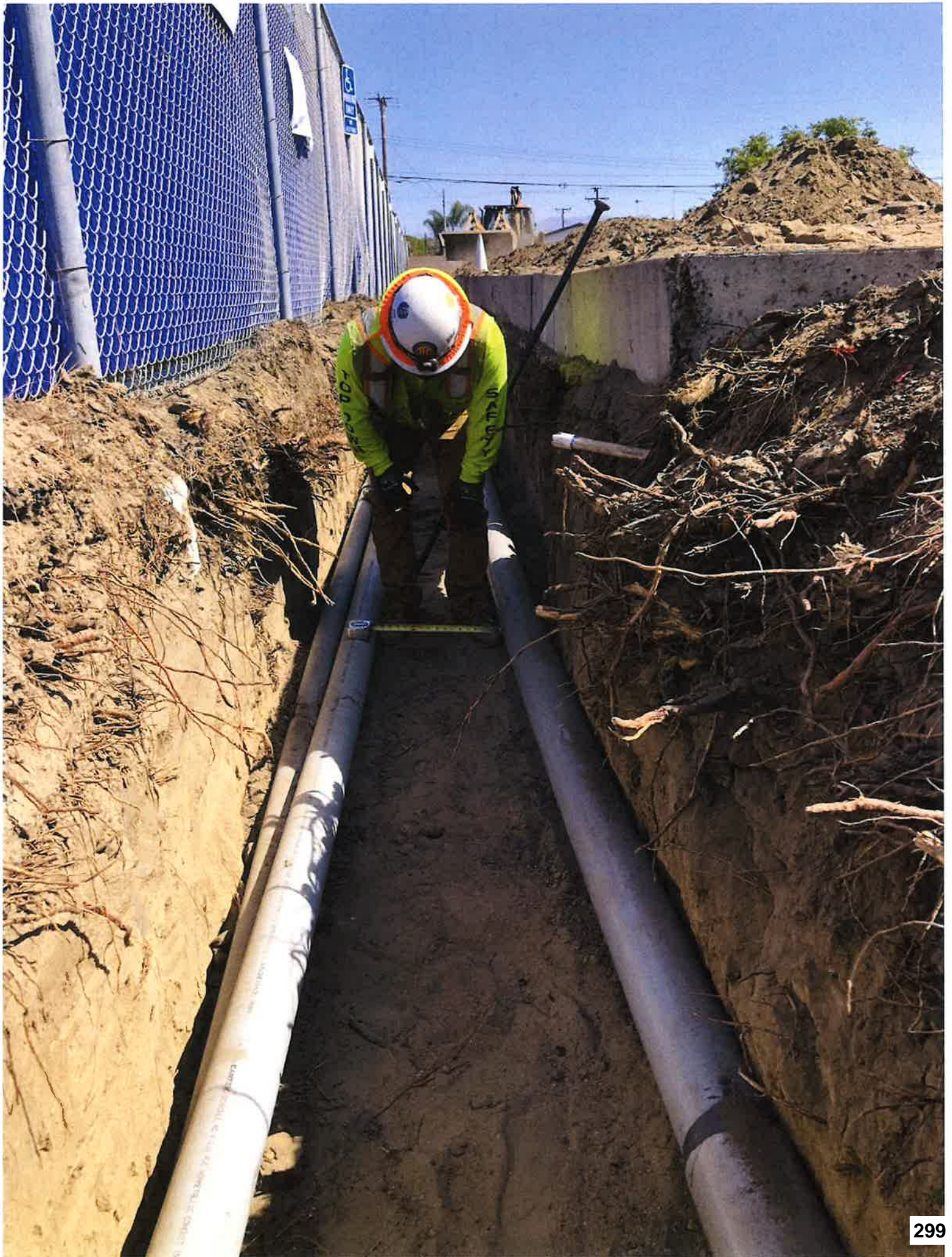
**Inspector Items**











**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 CM  CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 030

Date: 7/12/22

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

Furnish & Install lighting at the revised trash enclosure per ASI 11.1.  Ref. Cost Event #42.	\$ 3,569.00
---	-------------

- The cost of this work will be drawn from Contractor Contingency:  
 The cost of this work will be drawn from Project (E&O) Contingency:


NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR


CONTRACTOR  
 Balfour Beatty


ARCHITECT  
 IBI Group

CONSTRUCTION MANAGER  
 CFW Group, Inc.

By:   
 Date: 7/12/22

By:   
 Date: 11/28/2022

By:   
 Date: 11/29/2022

OWNER - Oxnard School District  
 By:   
 Date: 11/30/22



Taft Electric Company  
1694 Eastman Ave, Ventura, CA 93003  
Lic. #772245 | PWC #100000149  
(805) 642-0121

---

---

## CHANGE ORDER REQUEST

### COR #008 Per ASI -011 Additional lighting at trash enclosure

---

To: Leon Cavallo, Project Manager  
Balfour Betty  
300 E. Esplanade Drive #1120  
Oxnard, CA 93036

From: Tim Harris Project Manager  
Phone: (805) 320-1623  
Email: [tharris@taftelectric.com](mailto:tharris@taftelectric.com)

Phone: (805) 206-8614  
Email: [Lcavallo@balfourbetty.com](mailto:Lcavallo@balfourbetty.com)  
CC:

Date Issued: 7/11/22

---

Requested Amount: \$ \$3,569

---

The change in scope for the amount requested above is as follows:

#### COR #005

SCOPE: Install 2) new fixtures on the Trash Enclosure. We will need to install underground PVC up to the roof area, install EMT conduit, boxes, fixtures and pull wire.

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

This proposal supersedes all previously submitted proposals relating to this same work. Any work from other trades that is required to complete this work is not included as a part of this proposal.

Unless otherwise indicated, this proposal is valid for 30 calendar days from the above date of issuance. Taft Electric reserves the right to revise or amend this proposal should approval or direction to proceed take longer than 30 calendar days.

#### EXCLUSIONS:

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.
4. Any and all parts and labor not specifically listed above or within.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.

Submitted By:

Approved By:

---

Tim Harris  
Project Manager  
Taft Electric Company

Date

---

Leon Cavallo  
Project Manager  
Balfour Betty Corporation

Date



**Job ID:** 20-2338 ROSE AVE  
**Project:** Rose Ave COR's



**Takeoff**

**Vendor:** COST **Region:** COR-008 ADDED LIGHTS ON TRASH ENCLOSURE **Labor Level:** LABOR 1 **11 Jul 2022 13:46:02**

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
10058	50.00	FT	M	3/4	PVC SCH 40	1.2957	64.79	0.0650	3.25
20001	2.00	EA	M	3/4	PVC SCH 40 90-DEG ELBOW	4.1648	8.33	0.2200	0.44
30259	4.00	EA	M	3/4	PVC COUPLING	0.3352	1.34	0.1600	0.64
70034	220.00	FT	M	10	THHN/THWN CU (STR)	0.3528	77.62	0.0100	2.20
390082	50.00	FT	M	6" WIDE	HAND TRIM SAND TRENCH	0.0000	0.00	0.1000	5.00
150394	2.00	EA	M	2-5/8" DEEP 21.3-CI	1G ALUM WP (BELL) BOX W/ 3 x 3/4"HUBS	27.7159	55.43	0.6000	1.20
2	2.00		M		FIXTURE INSTALLATION	0.0000	0.00	1.0000	2.00
10047	20.00	FT	M	3/4	EMT	1.4941	29.88	0.0800	1.60
160805	5.00	EA	M	3/4	EMT 1-HOLE STEEL STRAP	0.8119	4.06	0.0400	0.20
<b>Phase Totals:</b>						<b>241.45</b>		<b>16.53</b>	
<b>Job Totals:</b>						<b>241.45</b>		<b>16.53</b>	

Taft Electric Company

1501 La Grange Avenue  
 Yonkers, NY 10551

**Phone:** 905 612 6121  
**Web:** www.taftelectric.com

## Customer Quote For: TAFT ELECTRIC

CED ROYAL INDUSTRIAL SOLUTIONS

Quote: Q5000077    Revision #: 000



1807 PALMA DRIVE  
 VENTURA CA 93003  
 Tel: (805)642-0361 Fax: (805)654-0569

**Contact Name:** KARRIE  
**Email:** ktheis@royalventura.com

**Quote Date:** 07/11/22  
**Updated On:** 07/11/22  
**Expires On:** 08/10/22

**Job Name:** ROSE AVE

**Attn:**

**Ship To:** TAFT-(20-2338) ROSE AVE ELEM SCHOOL  
 20-2338 ROSE AVE ELEM SCHOOL RECON.  
 220 S. DRISKILL STREET  
 OXNARD, CA 93030-0000

**Customer PO #:**  
**Customer PO Date:**  
**FOB:** SHIPPING POINT  
**Freight:** PREPAY AND CHARGE

LN	Product	Lead Time	Qty	Price	Per *	Ext Price
01	LITH DSXW1 LED 20C 700 40K T4M MVOLT PIR DDBXD Type/Desig X1	17 Days	1	\$668.75	E	\$668.75
02						
03	LITH SPX 1X4 4800LM 80CRI 40K BFR MPL MIN1 EZT MVOLT MW Type/Desig X2	47 Days	1	\$217.50	E	\$217.50
04						
05	FRT ESTIMATED FREIGHT		1	\$250.00	E	\$250.00

**Merchandise:** \$1,136.25  
**Tax:** \$105.10  
**Total:** \$1,241.35

**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.**

\* Per E = Each, C = Hundred, M = Thousand





**IBI GROUP**  
536 South Broadway., Suite 500  
Los Angeles, CA 90013

[www.IBIGroup.com](http://www.IBIGroup.com)

## ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

<b>PROJECT:</b>	Rose Avenue K-5 School	<b>ASI NO.:</b>	011
<b>OWNER:</b> (name address)	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	<b>DATE:</b>	06/23/2022
<b>Construction Management</b>	Caldwell Flores Winters, Inc. 815 Colorado Blvd. Suite 201 Los Angeles, CA 90042	<b>ARCHITECT:</b>	IBI Group 537 South Broadway., Suite 500 Los Angeles, CA 90013
<b>CONTRACTOR:</b> (name address)	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CCA 93036	<b>PROJECT NO.:</b>	109990
		<b>DSA FILE NO.:</b>	56-22
		<b>APPLICATION NO.:</b>	03-119284

The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

**Description:**  
Ref Sheet **A1303**

Relocate Trash Enclosure and associated concrete apron per attached **ASI011 A01** and **ASI011 A02**.

Relocate waste, water, trash enclosure drain and grease waste daylight, per attached Sheet **ASI\_P1004**

Relocate Gas Meter, per attached Sheet **ASI\_P1004, P4104, P2311-B and P2314-B**

Add exterior and interior light at Trash Enclosure, per attached **ASI\_E004, E1001 and E1002**


**Attachments: 9**

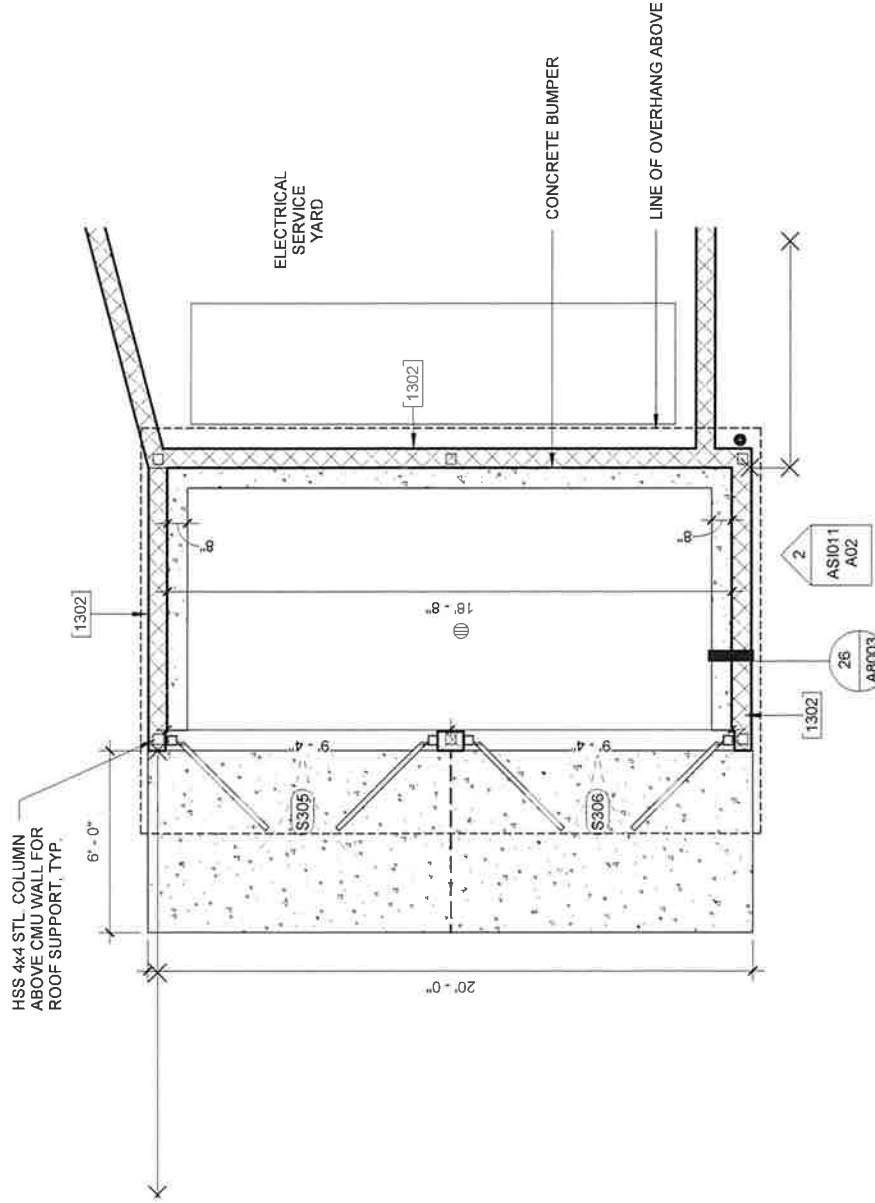
**ISSUED:**  
IBI GROUP, A CALIFORNIA PARTNERSHIP


**ACCEPTED:**

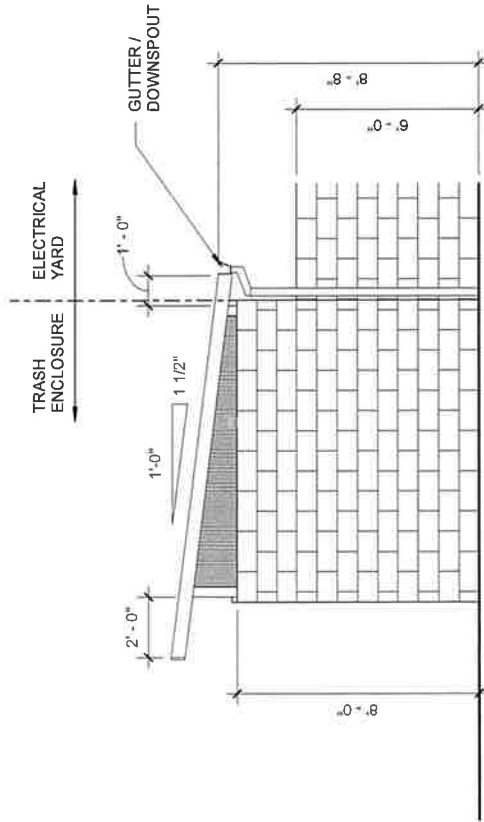
By:   Ruben R   Date:   06/23/2022  

By: \_\_\_\_\_ Date: \_\_\_\_\_

		Los Angeles 536 South Broadway, Suite 500 Los Angeles, CA 90013 Tel (213) 759-0011 Fax (213) 759-0016	
		PROJECT NO 109990	DSA APP NO 03-119294
TRASH ENCLOSURE		ROSE AVENUE K-5 SCHOOL	
OXNARD SCHOOL DISTRICT		OXNARD CA	
DATE 03/24/2022		AS1011 A01	



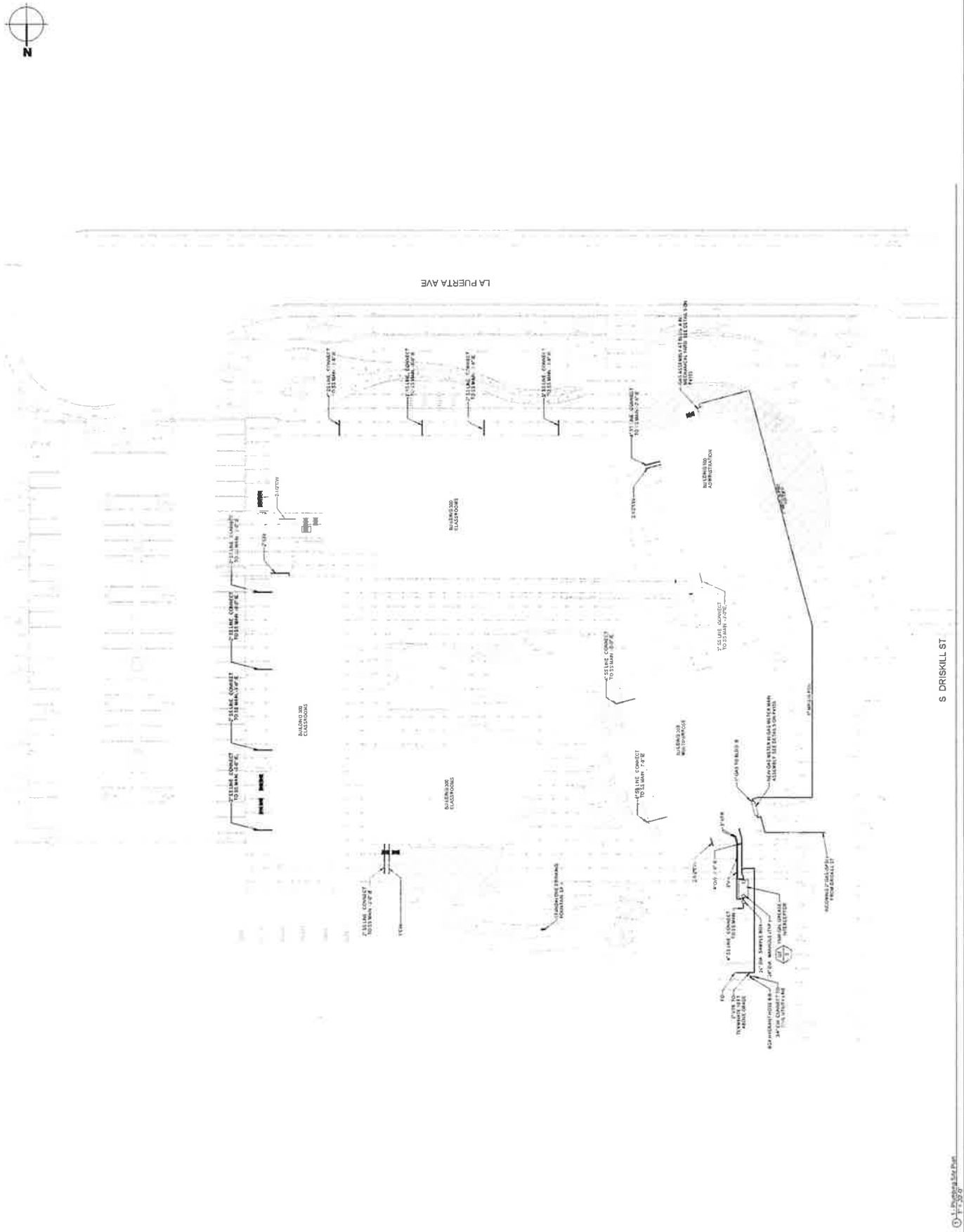
		Los Angeles 526 South Broadway, Suite 500 Los Angeles, CA 90013 tel (213) 759-0011 fax (213) 759-0018	
		PROJECT NO 109990	DSA FILE NO 56-22
TRASH ENCLOSURE		ROSE AVENUE K-5 SCHOOL	
OXNARD SCHOOL DISTRICT		OXNARD CA	
DATE 03/24/2022		AS1011 A02	



NOTE:  
REFER TO TRASH ENCLOSURE EXTERIOR ELEVATIONS, SHEET A1303, FOR INFORMATION NOT SHOWN

② TRASH ENCLOSURE - ELEVATION  
1/4" = 1'-0"





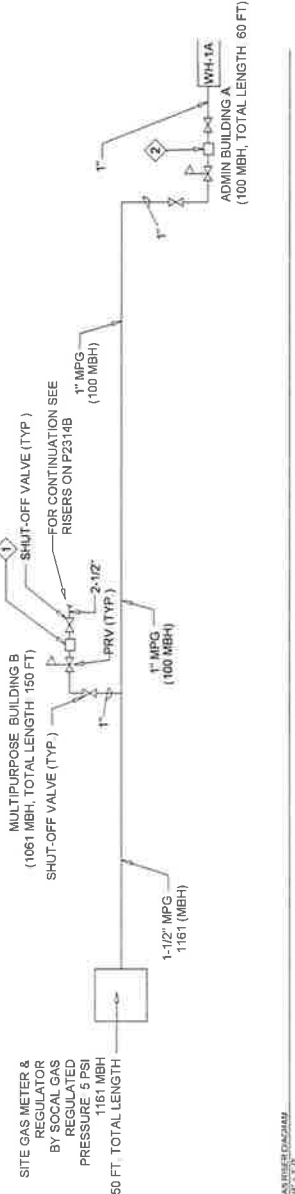
S DRISKILL ST

IBI GROUP  
 10000 Wilshire Blvd, Suite 1000  
 Beverly Hills, CA 90210  
 TEL: 310.274.4400  
 FAX: 310.274.4401  
 WWW.IBIGROUP.COM

- KEYNOTES**
- ① 2-1/2" SEISMIC VALVE, PACIFIC SEISMIC PRODUCT MODEL 318
  - ② 3/4" SEISMIC VALVE, PACIFIC SEISMIC PRODUCT MODEL 310

**GAS CALCULATION**

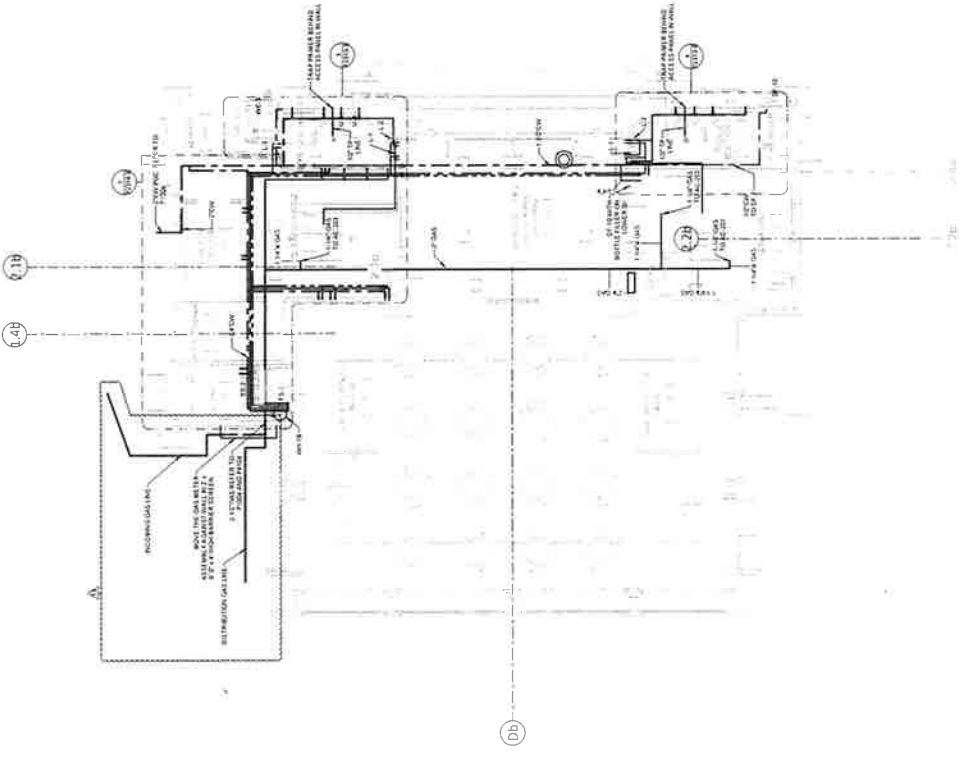
BUILDING A		BUILDING B		TOTAL	
COMPONENT	GPF	GPF	MBH	BTU/H	BTU/H
WATER HEATER (WATER HEATER)	1	1	100	1000	1000
TOTAL BUILDING A					1000
BUILDING B		TOTAL		TOTAL	
WATER HEATER (WATER HEATER)	1	100	1000	1000	1000
WATER HEATER (WATER HEATER)	1	100	1000	1000	1000
WATER HEATER (WATER HEATER)	1	100	1000	1000	1000
WATER HEATER (WATER HEATER)	1	100	1000	1000	1000
WATER HEATER (WATER HEATER)	1	100	1000	1000	1000
WATER HEATER (WATER HEATER)	1	100	1000	1000	1000
WATER HEATER (WATER HEATER)	1	100	1000	1000	1000
TOTAL BUILDING B					8000
<b>TOTAL BUILDING A &amp; B</b>					<b>9000</b>



IBI GROUP  
21155 STEVENS CREEK BLVD, SUITE 300  
SAN JOSE, CALIFORNIA 95128  
TEL: 415.353.7000  
WWW.IBIGROUP.COM

IBI GROUP  
21155 STEVENS CREEK BLVD, SUITE 300  
SAN JOSE, CALIFORNIA 95128  
TEL: 415.353.7000  
WWW.IBIGROUP.COM

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	1-1/2" GAS METER		1	1161	1161
2	REGULATOR		1	450	450
3	SHUT-OFF VALVE		1	1061	1061
4	SHUT-OFF VALVE		1	1061	1061
5	2-1/2" L-PRV		1	150	150
6	1" MFG		1	100	100
7	1" MFG		1	100	100
8	ADMIN BUILDING A RISER		1	60	60
9	MULTIPURPOSE BUILDING B RISER		1	150	150
10	TOTAL				5384



DOMESTIC WATER FLOOR PLAN -  
LEVEL 1

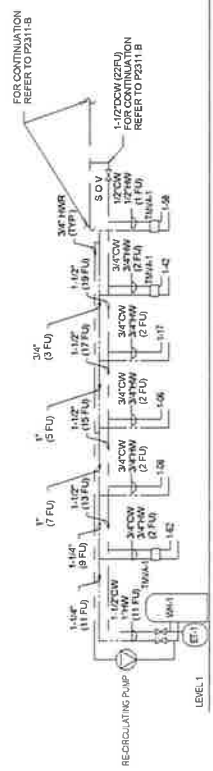
OXNARD SCHOOL DISTRICT  
220 S. Drake St, Oxnard, CA 91320

**roshanian & associates**  
ARCHITECTS

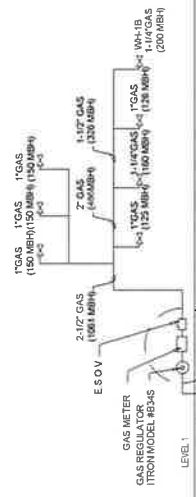
RECONSTRUCTION OF ROSE  
AVENUE K-5 SCHOOL  
OXNARD, CA 91320

NO.	DATE	DESCRIPTION
1	08/15/2024	ISSUED FOR PERMIT

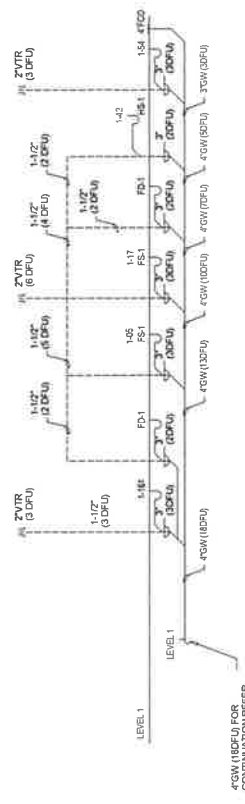
PROJECT NO. P2311-B  
SHEET NO. DWG-101



MULTIPURPOSE BUILDING 2 - KITCHEN WATER RISER DIAGRAM



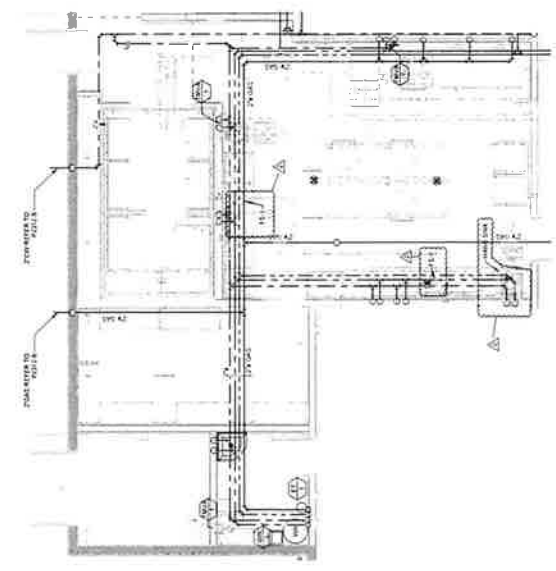
MULTIPURPOSE BUILDING 2 - KITCHEN GAS RISER DIAGRAM



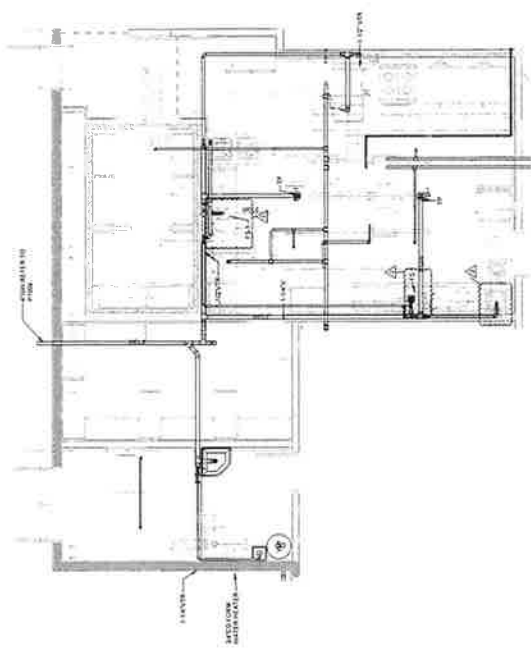
MULTIPURPOSE BUILDING 2 - KITCHEN WASTE AND VENT RISER DIAGRAM

CONTINUED FOR WATER RISER TO P2311-B

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	MARKET VALUE	ESTIMATED VALUE	PERCENTAGE
101	1/2\"/>					



DOMESTIC WATER LOOP PLAN  
KITCHEN



AUXILIARY FLOOR PLAN - KITCHEN





IBI  
200 S. DINKEL ST.  
OKNARD, CA 92669  
TEL: 714.261.1100  
WWW.IBI.COM

PROJECT NO.	10-119204
DATE	10/11/10
SCALE	AS SHOWN
DRAWN BY	IBI
CHECKED BY	IBI
DATE	10/11/10

**roshanian & associates**  
ARCHITECTS  
1000 S. DINKEL ST.  
OKNARD, CA 92669  
TEL: 714.261.1100  
WWW.ROSHANIAN.COM



PROJECT INFORMATION  
10-119204  
ROSE AVENUE K-5 SCHOOL  
200 S. DINKEL ST.  
OKNARD, CA 92669

CLIENT	OKNARD SCHOOL DISTRICT
PROJECT	ROSE AVENUE K-5 SCHOOL
DATE	10/11/10
SCALE	AS SHOWN
DRAWN BY	IBI
CHECKED BY	IBI
DATE	10/11/10

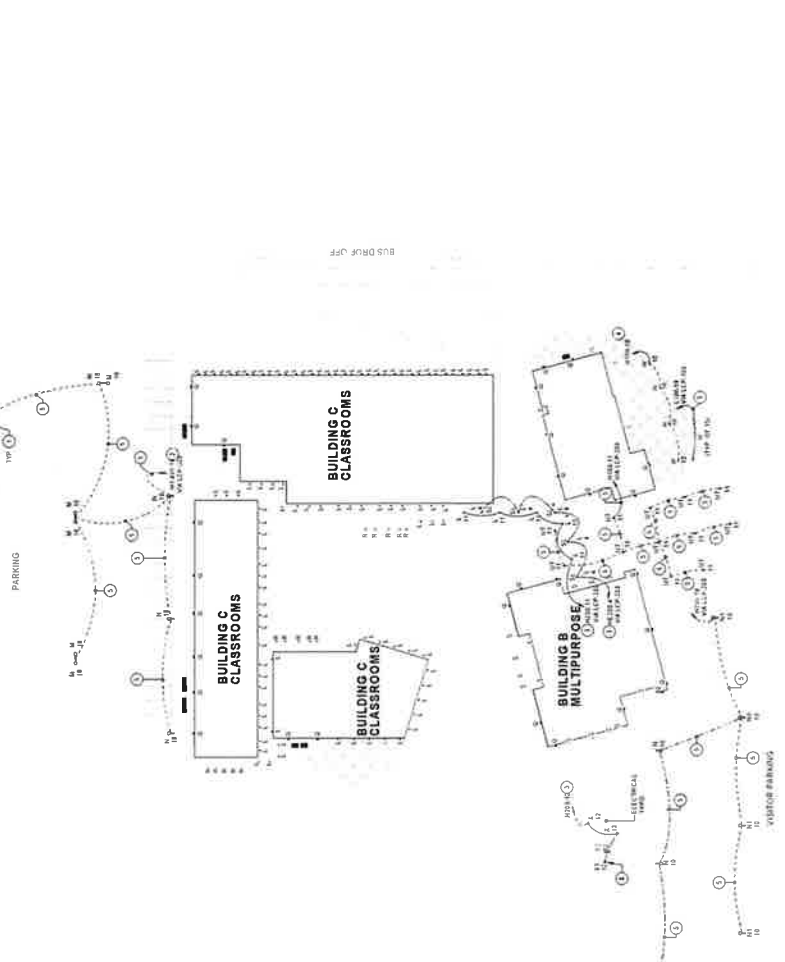
IBI  
200 S. DINKEL ST.  
OKNARD, CA 92669  
TEL: 714.261.1100  
WWW.IBI.COM

ROSE AVENUE K-5 SCHOOL  
200 S. DINKEL ST.  
OKNARD, CA 92669

SITE LIGHTING PLAN  
AS SHOWN  
E 1001

- REFERENCE NOTES**
1. EXTERIOR LIGHTS TO BE COMPTON
  2. REFER TO BUILDING C FOR PANEL SCHEDULE
  3. REFER TO BUILDING B FOR PANEL SCHEDULE
  4. REFER TO BUILDING A FOR PANEL SCHEDULE
  5. 3" x 6" IPK FINISH/INK
  6. 3" x 6" IPK FINISH/INK
  7. 3" x 6" IPK FINISH/INK
  8. 3" x 6" IPK FINISH/INK

- GENERAL NOTES**
1. REFER TO BUILDING A, B, C FOR EXTERIOR LIGHTING
  2. REFER TO BUILDING A, B, C FOR LIGHTING CIRCUITS



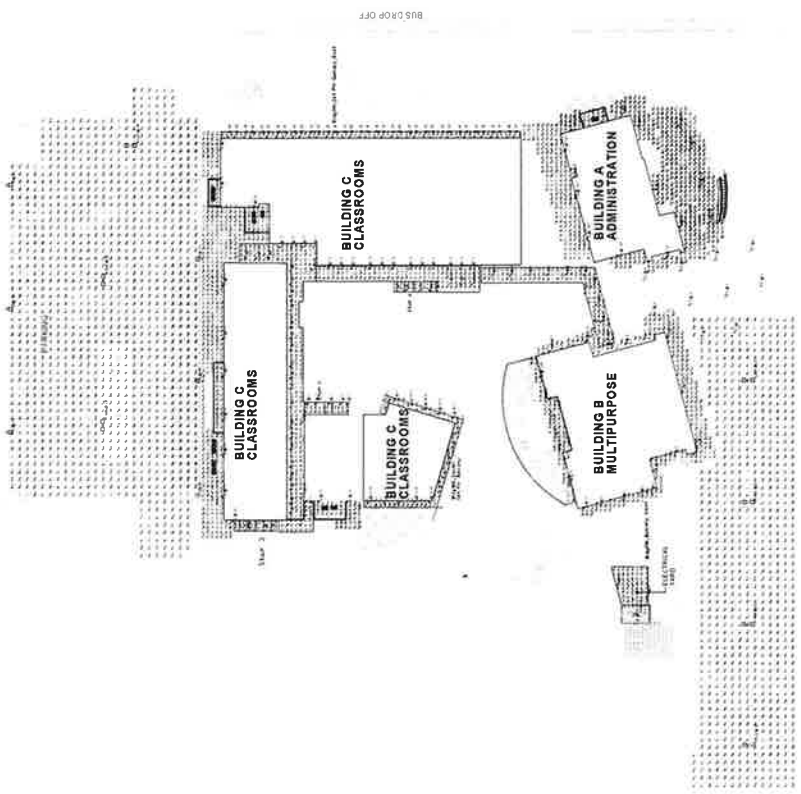
TRANSPIRENCY LIGHTING  
IBI

IBI  
200 S. DINKEL ST.  
OKNARD, CA 92669  
TEL: 714.261.1100  
WWW.IBI.COM

DATE:	03/11/2024
BY:	IBI
CHECKED BY:	
PROJECT NO.:	03-10924
PROJECT NAME:	ROSE AVENUE K-5 SCHOOL

NO.	DESCRIPTION	AREA (SQ FT)	HEIGHT (FT)	REFLECTANCE	ILLUMINANCE (FOOT-CANDLES)
1	Building A	10,000	10	0.7	1.0
2	Building B	15,000	10	0.7	1.5
3	Building C	20,000	10	0.7	2.0
4	Roof	5,000	5	0.2	0.5
5	Site	100,000	5	0.2	0.5

NO.	DESCRIPTION	AREA (SQ FT)	HEIGHT (FT)	REFLECTANCE	ILLUMINANCE (FOOT-CANDLES)
6	Building A	10,000	10	0.7	1.0
7	Building B	15,000	10	0.7	1.5
8	Building C	20,000	10	0.7	2.0
9	Roof	5,000	5	0.2	0.5
10	Site	100,000	5	0.2	0.5



**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 CM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

**PROJECT:** Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

**Contingency Request #:** 036r2  
**Date:** 10/25/22

**TO:** Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p style="text-align: center;">Furnish and install (4) additional 5x5 HSS guide rail tubes and 7x5 HSS hoist beam as needed on the second floor through over-run to comply with the elevator guide rail deflection criteria per ASME A17.1-2016 Section 2.23.5.1 Guide Rails.</p> <p style="text-align: center;">Ref. Cost Event #58, CCD 7 &amp; CCD 9</p>	<p>\$ 26,119.00</p>
---	---------------------




- The cost of this work will be drawn from Contractor Contingency:  
 The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

**CONTRACTOR**  
 Balfour Beatty

**ARCHITECT**  
 IBI Group

**CONSTRUCTION MANAGER**  
 CFW Group, Inc.

By:  \_\_\_\_\_ By:  \_\_\_\_\_ By:  \_\_\_\_\_

Date: 10/25/22 Date: 12/01/2022 Date: 12/1/2022

**OWNER - Oxnard School District**

By:  \_\_\_\_\_ Date: 12/1/22

Time line:

1. DSA approved CD's provided (2) HSS5x5x3/8 for the elevator rail support. This was included in the design prior to the final elevator shop drawings and rail forces being submitted for review.
2. 11/5/21 - Steel shop drawing submittal 05 12 00-4 included the (2) HSS5x5 per the approved drawings.
3. 2/8/22 - Elevator Submittal 14 24 25-1.0 included elevator rail forces, but no deflection criteria. Design with (2) HSS is adequate for provided rail forces for strength.
4. 3/30/22 - Submittal 14 24 25-1.1 included the same elevator rail forces, and included a 1/8" deflection requirement. The (2) HSS design did not meet this requirement and required (4) additional HSS to stiffen the support. SSG comments on elevator shop drawing included requirement to add the additional steel.
5. 6/15/22 - CCD7 submitted to provided for the attachment of the 1/2"x6"x30" plate to the HSS as shown in the Otis elevator shop drawings.
6. 07/13/22 - Review of the ASME determined that 1/4" deflection was acceptable which would result in (2) additional HSS versus the (4) HSS to meet 1/8" deflection criteria. Otis kept 1/8" deflection requirement.
7. 8/16/22 - CCD9 was submitted, approved on 8/29/22, to provide the additional HSS rail supports at the second story. An additional HSS7x5 was added at 13'-1" clear from the second floor to reduce the distance for the elevator safety beam.

SSG Comments:

The additional HSS were required based on deflection criteria provided by the elevator manufacturer.

The additional weight of the (4) HSS5x5x3/8 and (1) HSS7x5x3/8 is roughly 2500lb. Based on the change order this is \$22,200 / ton which is higher than typically seen for structural steel.

Ironman - Ore Dagan - 10.21.2022:

Overall this summary is correct. Important to note that structural steel for this area was fabricated by the time Ironman received word that these changes were happening. By the time the CCD was approved and we were directed to proceed with these changes the main building was already erected. There needs to be acknowledgement of the out-of-sequence work for both the shop and the field for this change. A "per ton" price is not a fair representation of this change. Net amount of steel for this COR is 3,045.79 lbs.

# IRONMAN

I N C O R P O R A T E D

Ironman, Inc.  
20555 Superior Street  
Chatsworth, CA 91311  
Phone: 818.341.0980  
Fax: 818.456.0112

Date: 8/11/2022  
Page 1 of 1  
**CO #: 12R2**  
Job #: 185  
Rose K-5

## Change Order Request

**To: Leon Cavallo**  
Balfour Beatty  
300 E. Esplanade Drive  
#1120  
Oxnard, CA 93036  
Phone: 805-983-1558  
Fax: 805-983-7249

**Subject:** Elevator Column Changes

---

Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

### Description of Change:

---

Per the request of the general contractor, Ironman, Inc. will proceed with changes as indicated in the attached backup documents.

Total cost of this COR: ~~\$27,796.00~~ \$ 26,119.00

---

The change will cause an increase of ~~\$27,796.00~~ to the contract amount.  
\$ 26,119.00

A signature below indicates acceptance of all changes shown herein.

---

Accepted By

*Ore Dagan*  
Ironman, Inc.

# Ironman, Inc.

## Structural Steel Fabrication & Erection

20555 Superior Street  
 Chatsworth, CA 91311  
 Phone (818) 341-0980 Fax (818) 341-3485

DATE: August 11, 2022

FOR: Balfour Beatty  
 Rose K-5

Ironman CO #012 R2 - Elevator Column Changes

DESCRIPTION	HOURS	RATE	AMOUNT
<u>Shop Labor</u>	92.00	83.00	\$ 7,636.00
<u>Field Labor Ironworker</u>	36.00	134.00	\$ 4,824.00
<u>Field Labor Foreman</u>	4.00	143.76	\$ 575.04
<u>Detailing</u>	24.00	88.00	\$ 2,112.00
<u>Equipment</u>	NA	NA	\$ <del>1,458.40</del>
<u>Materials/Rentals</u>	NA	NA	\$ 7,564.70
<u>Engineering</u>	-----	-----	\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ 22,711.74
		SUBTOTAL	\$ <del>24,170.14</del>
		OH/P Margin	\$ 3,406.76 15%
		OH/P Amount	\$ <del>3,625.52</del>
		TOTAL	\$ <del>27,796</del>

THIS COR IS FOR THE ADDED COSTS OF MODIFYING THE ELEVATOR STEEL COLUMNS. SEE BREAKDOWN ON NEXT PAGE.

\$ 26,119.00

Ironman, Inc.  
20555 Superior Street  
Chatsworth, CA 91311  
Phone 818 341 0980

Job Name: **Rose K-5**  
Address: 220 S. Driskill St.  
Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185  
IMN COR # **12**  
BBC PCO #:

Date: **8/11/2022**

Attr: **Leon Cavallo**

**Ironman CO #012 R2 - Elevator Column Changes**

ACTIVITY DESCRIPTION	DATA			Detailing			Shop Labor			Field Labor			Foreman Labor		
	Detail	Qty.	Unit	Prod Rate	Man Hours	Labor Rate	Labor Total	Prod Rate	Man Hours	Labor Rate	Labor Total	Prod Rate	Man Hours	Labor Rate	Labor Total
<b>Added Work:</b>															
- Shop & Field Modifications to Elevator Columns		1.0	EA	18.00	24	\$ 88.00	\$ 1,584	92.00	92	\$ 83.00	\$ 7,636	36.00	36	\$ 134.00	\$ 4,824
-		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -
-		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -
<b>Totals:</b>					<b>24</b>		<b>\$1,584</b>		<b>92</b>		<b>\$7,636</b>		<b>36</b>		<b>\$4,824</b>

**NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)**

TWENTY FOUR HOURS ADDED TO DETAIL THE CHANGES TO THE STEEL COLUMNS AT THE ELEVATOR AREA: TWO HOURS FOR REVISING AB302; EIGHT HOURS FOR REVISING SHEETS E302, E304 & E-306; EIGHT HOURS FOR REVISING SHEETS C3028, C3040 & C3027. SIX HOURS ADDED TO LATEST ROUND OF CHANGES AND TO ADD THE ELEVATOR STEEL PLATES TO THE STEEL COLUMNS. ADDED FOUR HOURS TO FABRICATE TWO NEW BASE PLATES. ADDED TWO HOURS TO REMOVE BASE PLATES FROM REVISED COLUMNS & GRIND SMOOTH TO RECEIVE NEW BASE PLATES. ADDED FOUR HOURS TO FABRICATE THE NEW ANGLE CLIPS AND THREADED RODS FOR THE TOP CONNECTIONS OF THE COLUMNS TO HSS BEAMS ABOVE. ADDED EIGHT HOURS TO FABRICATE TWO NEW COLUMNS AT GROUND LEVEL. ADDED SIXTY HOURS TO FABRICATE TWO COLUMN ASSEMBLIES WITH INTERMITTENT WELDS AS FLARE BEVELS PER E-306 AND SKETCHES FROM SEOR. ADDED TWO HOURS TO FABRICATE AN ADDITIONAL HSS HOIST BEAM PER COORDINATION. ADDED TWELVE HOURS TO FABRICATE AND WELD THE ADDED ELEVATOR PLATES TO THE COLUMN ASSEMBLIES. IN THE FIELD, ADDED FOUR HOURS TO IDENTIFY AND LOAD COLUMNS TO GO BACK TO THE SHOP. ADDED SIX HOURS TO RECEIVE THE NEW COLUMNS OUT OF SEQUENCE AND INSTALL THE GROUND LEVEL COLUMNS. ADDED SIX HOURS FOR THE ADDED WELDING OF THE ANGLE CLIPS TO THE HEADER BEAMS ABOVE AT ALL CONNECTION POINTS. ADDED TWENTY HOURS FOR THE ADDED WELDS FOR THE BASE CONNECTIONS OF THE HSS COLUMN AT SECOND FLOOR. ADDED FOUR HOURS FOR THE ADDED WELDS OF THE ADDED HOIST BEAM. REMOVED EIGHT HOURS FROM FIELD LABOR FOR ORIGINAL AMOUNT OF COLUMNS PER DESIGN DRAWINGS.

[MAIN PAGE](#)

		TOTAL Costs
Overhead Cranes (No Charge)	\$0.00	\$0.00
Flame Cutting System (\$.74/Hr.)	\$0.00	\$0.00
Propelyne (\$8.45/Lb.)	\$0.00	\$0.00
Oxygen (\$1.45/Lb.)	\$0.00	\$0.00
Wire Brushes (\$4.39 ea.)	\$17.56	\$17.56
Wire Cups (\$28.59 ea.)	\$0.00	\$0.00
Grinder Wheels (\$6.19 ea.)	\$12.38	\$12.38
Ford F550 (\$45.20/Hr.) RIG	\$361.60	\$361.60
Welding Wire (\$6.63/Lb.)	\$66.30	\$66.30
Welding Rod (\$8.16/Lb.)	\$0.00	\$0.00
Welding Systems (\$14.04/Hr.)	\$112.32	\$112.32
Compressor (\$8.76/Hr.)	\$70.08	\$70.08
LN-25 Wire Feeder (\$11.12/Hr.)	\$88.96	\$88.96
<b>TOTAL Costs for 2 Field Days</b>	<b>\$1,458.40</b>	<b>\$1,458.40</b>



[MAIN PAGE](#)

	QTY	SHOP	FIELD	TOTAL Costs
Pickup & Delivery of Steel to/from Site	2	\$0.00	\$400.00	\$800.00
Forklift & Boom Lifts	1	\$0.00	\$1,378.00	\$1,378.00
Steel plates for elevator brackets (1/2" Plates)	6	\$96.77	\$0.00	\$580.60
Steel Base Plates at Ground Level	2	\$63.30	\$0.00	\$126.59
HSS 5x5x.375 Columns @ 20'	4	\$785.19	\$0.00	\$3,140.75
Angle 6x4x1/2 for Angle Clips @ 20'	1	\$526.50	\$0.00	\$526.50
HSS 7x5x.375 Elevator Hoist Beam @ 20'	1	\$964.55	\$0.00	\$964.55
All thread rods w/ nuts and washers for top connections	2	\$23.86	\$0.00	\$47.71
				\$7,564.70

\*NOTE - this list is for added materials only. We are not including the costs here for items that are a part of this COR that already exist. For example, we already have FOUR of the HSS columns that are being reworked and we owe TWO more per original design drawings - so the only cost as seen on this COR is for the FOUR added columns (2 added columns for each side of the second floor level)

22.5 kg/m rail, there is a maximum bracket spacing of 4 050 mm.

- (2) *Imperial Units.* For 6,000 lb total weight of car plus load and a 4,700 lb counterweight, both roped 2:1; 200 lb suspension weight; 150 lb compensation weight; 45 lb traveling cable weight, and a machine weight of 800 lb; and with the machine supported in the overhead by one guide rail; the impacted reaction on that guide rail due to the machine loading is 6,000 lb + 4,700 lb + 200 lb + 150 lb + 45 lb + 800 lb = 11,895 lb. The equivalent static loading per pair of guide rails is 11,895 lb and given a 15 lb rail, there is a maximum bracket spacing of 13 ft 3 in.

#### 2.23.4.1 With Single Car or Counterweight Safety.

Where a single car or counterweight safety is used, the maximum suspended weight of the car and its rated load, or the maximum suspended weight of the counterweight, including the weight of any compensation means and of any traveling cables suspended therefrom per pair of guide rails, shall not exceed the maximum specified in Fig. 2.23.4.1-1 for the size of the rail and the bracket spacing used, except that the bracket spacing shall be permitted to exceed the values specified in Fig. 2.23.4.1-1, provided that

(a) the guide rail is reinforced or a rail of larger size is used

(b) the moment of inertia of a single reinforced rail or of a single larger size T-section about the  $x$ - $x$  axis parallel to the base of the rail is not less than that required by Fig. 2.23.4.1-1 for the given weight of car plus load, or the counterweight with safety device, at the bracket spacing used

(c) where the bracket spacings exceed those shown on Figs. 2.23.4.1-1 and 2.23.4.1-2, the rail system

(1) conforms to 2.23.5

(2) is designed to limit the deflection during the application of the safety with a fully loaded car to not more than 6 mm (0.25 in.) per rail

EXAMPLES [2.23.4.1(c)]:

- (1) *SI Units.* For 5 500 kg total weight of car plus load and a bracket spacing of 4 875 mm, there is required
- (a) 27.5 kg/m rail without reinforcement; or
- (b) 22.5 kg/m rail with reinforcement having a combined moment of inertia of  $3.3 \text{ mm} \times 10^6 \text{ mm}^4$ .
- (2) *Imperial Units.* For 12,000 lb total weight of car plus load and a bracket spacing of 16 ft 0 in., there is a required
- (a) 18.5 lb rail without reinforcement; or
- (b) 15 lb rail with reinforcement having a combined moment of inertia of 8 in.<sup>4</sup>

**2.23.4.2 With Two (Duplex) Car or Counterweight Safeties.** Where the car or counterweight is provided with two safety devices, the loads specified in Fig. 2.23.4.1-1 shall be permitted to be increased by the factors specified in Table 2.23.4.2.

#### 2.23.4.3 Counterweight With No Safety

**2.23.4.3.1** Guide rails for counterweights not provided with a safety device shall be fastened to the building structure at intervals specified in

Table 2.23.4.3.1, except as specified in 2.23.4.3.2, and the weight of the counterweight for each size of guide rail shall not exceed that specified in Table 2.23.4.3.1.

**2.23.4.3.2** The bracket spacing specified shall be permitted to be increased by an amount determined by Figs. 2.23.4.1-1 and 2.23.4.1-2, subject to the following requirements:

(a) where guide rails are reinforced or a larger rail section is used having a moment of inertia, about an axis parallel to the base [ $x$ - $x$  axis in Fig. 2.23.4.1-2], at least equal to that of the rail sections shown in Table 2.23.3, based on the weight of the counterweight

(b) where intermediate tie brackets, approximately equally spaced, are provided between the guide rails at intervals of not over 2 130 mm (84 in.)

**2.23.4.3.3** Intermediate tie brackets, approximately equally spaced, shall be provided between the guide rails at intervals as specified in Table 2.23.4.3.3. Intermediate tie brackets are not required to be fastened to the building structure

### 2.23.5 Stresses and Deflections

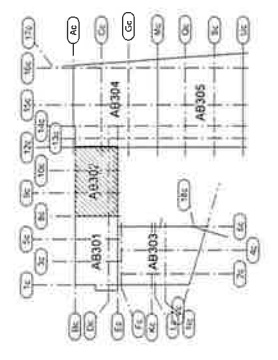
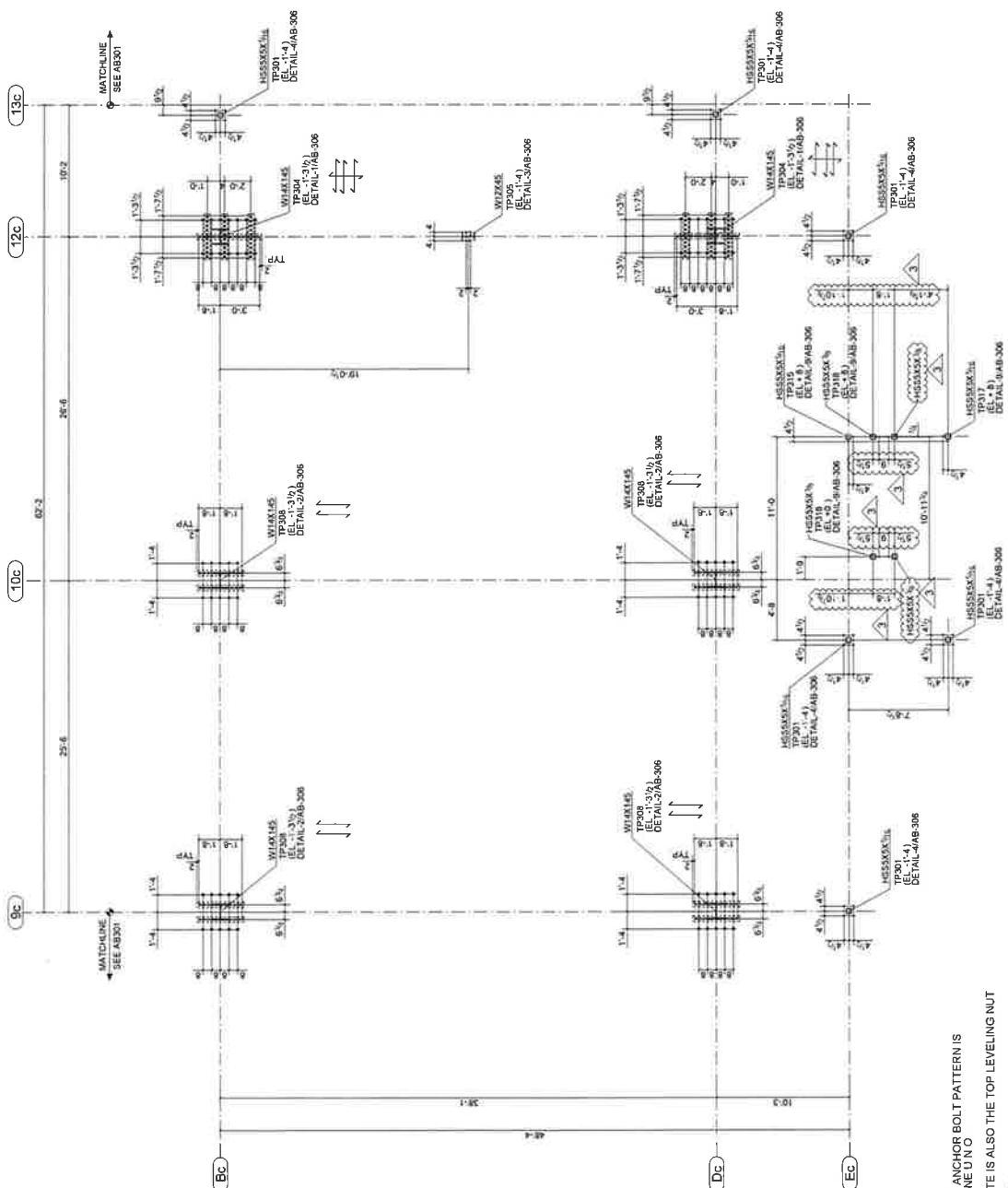
#### 2.23.5.1 Guide Rails

**2.23.5.1.1** For steels conforming to 2.23.2.1, the stresses in a guide rail, or in the rail and its reinforcement shall not exceed 105 MPa (15,000 psi), based upon the class of loading, and the deflection shall not exceed 6 mm (0.25 in.). The loads used to determine the guide-rail stress and deflection shall include vertical and moment loads transferred into the rail, that are imposed by equipment supported by the guide rail, combined with the horizontal forces imposed on the rail during loading, unloading, or running, calculated without impact (see 2.16.2.2 and 8.2.2.6).

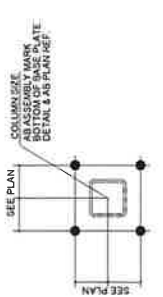
**2.23.5.1.2** Where steels of greater strength than those specified in 2.23.2.1 are used, the stresses specified may be increased proportionately, based on the ratio of the ultimate strengths.

**2.23.5.2 Brackets, Fastenings, and Supports.** The guide-rail brackets, their fastenings, and supports, such as building beams and walls, shall be capable of resisting the horizontal forces imposed by the class of loading (see 2.16.2.2 and 8.2.2.6) with a total deflection at the point of support not in excess of 3 mm (0.125 in.).

**2.23.5.3 Allowable Stresses Due to Emergency Braking.** Guide rails, brackets, supports, and their fastenings subject to forces due to the application of the emergency brake (see 2.19.4) shall be designed to withstand the maximum forces developed during the retardation phase of the emergency braking so that the resulting stresses due to the emergency braking and all other loading acting simultaneously, if applicable, shall not exceed 190 MPa (27,500 psi).



KEYPLAN



LEGEND

REVISION NUMBER	DATE	BY	DESCRIPTION
1	07/07/2022	JAK	ISSUED FOR PERMIT
2	07/07/2022	JAK	REVISED PER CITY COMMENTS

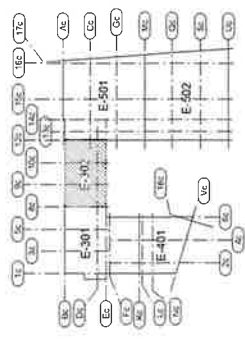
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 07/07/2022 9:38:03 AM

**For Fabrication**  
 07/07/2022 9:38:03 AM  
 Ironman, Inc. CA Lic. No. 670390 - LA City Fabricator 1547

1	Revised per manufacturer email 06/20/22	DATE	06/20/2022
2	Revised per 191 153 & 324 - High Rise	DATE	07/07/2022
3	Revised per 191 153 & 324 - High Rise	DATE	07/07/2022

**BUILDING C PARTIAL ANCHOR BOLT SETTING PLAN**  
 REF: S2111C

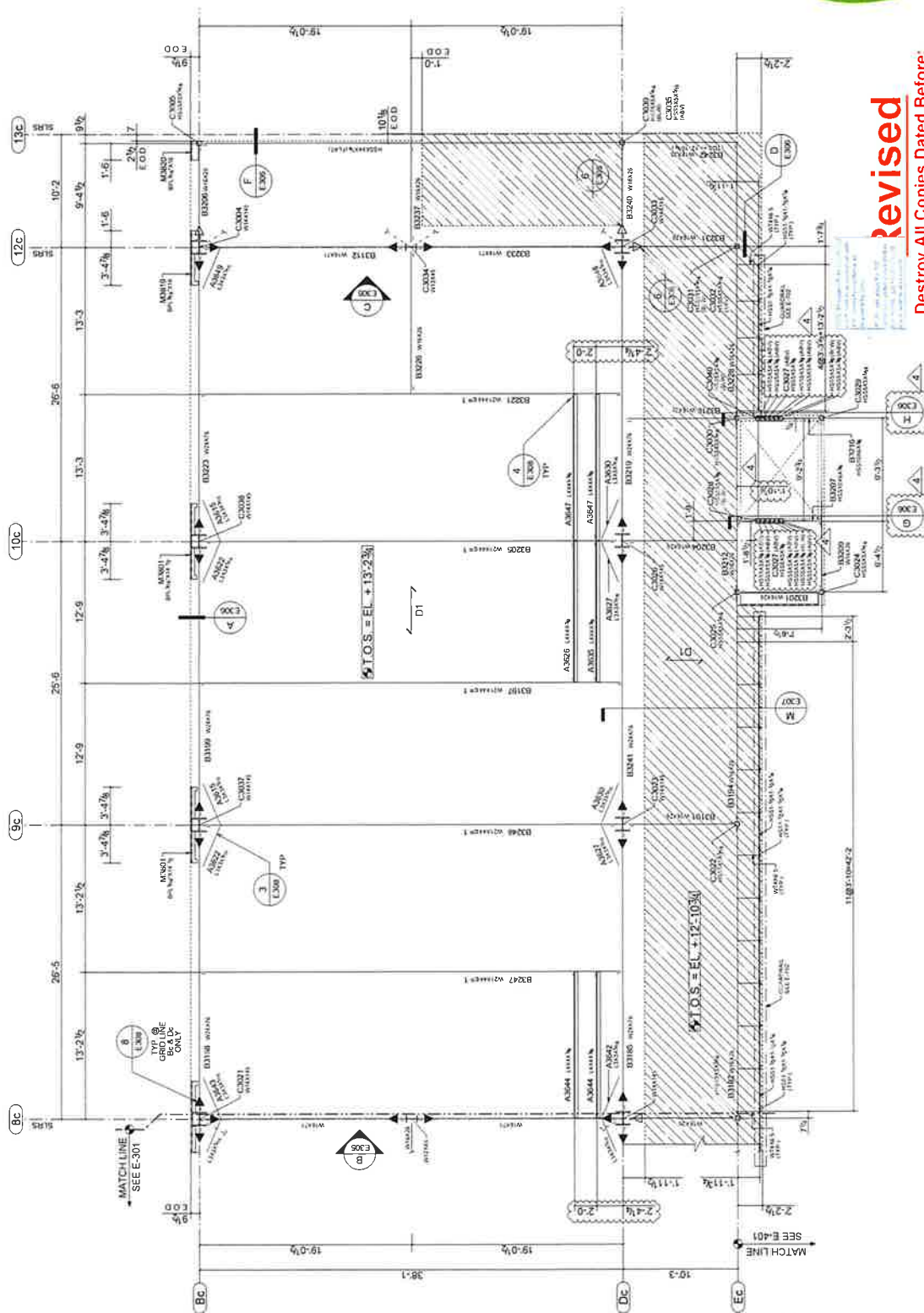
- NOTES
1. TYPICAL COLUMN AND ANCHOR BOLT PATTERN IS CENTERED ON GRID LINE U N C
  2. BOTTOM OF BASE PLATE IS ALSO THE TOP LEVELING NUT
  3. - DENOTES SHEAR LUG BLOCK OUT
  4. - DENOTES SHEAR LUG ORIENTATION
  5. - SHOWN ON PLAN WHEN GUSSET PLATES EXTEND BEYOND THE BASE PLATE. DENOTES SLAB BLOCK-OUT NEED TO BE LARGER THAN THE TYPICAL BLOCKING - SEE PLAN FOR DIMENSIONS



**KEYPLAN**

**LEGEND**

- 1 EOD - DENOTES "EDGE OF DECK"
- 2 TOS - DENOTES "TOP OF STEEL ELEVATION"
- 3 D1 - 3/28" LW CONC OVER VERO W318 GA. DECK (6" TOTAL)
- 4 M - Y - BRACED FRAME
- 5 I - I - DRAG CONNECTION
- 6 I - I - MF CONNECTION
- 7 I - I - SHEAR PLATE LOCATION
- 8 - - - DECK ORIENTATION
- 9 - - - TOPPING SLAB (PER ARCHT.)



**ELEVATOR SUBJOIN TO VERIFY LOCATIONS OF ELEVATOR RAISE/ROOFS**

**HOLD**

**SSG**  
 STRUCTURAL SPECIALTY GROUP  
 10101 WILSON BLVD  
 SUITE 100  
 WEST VALLEY CITY, UT 84143  
 TEL: (801) 373-3333  
 FAX: (801) 373-3334  
 WWW.SSG-UTAH.COM

**SSG**  
 SUBMITTAL AND SHOP DRAWING REVIEW  
 APPROVED FOR SUBMITTAL

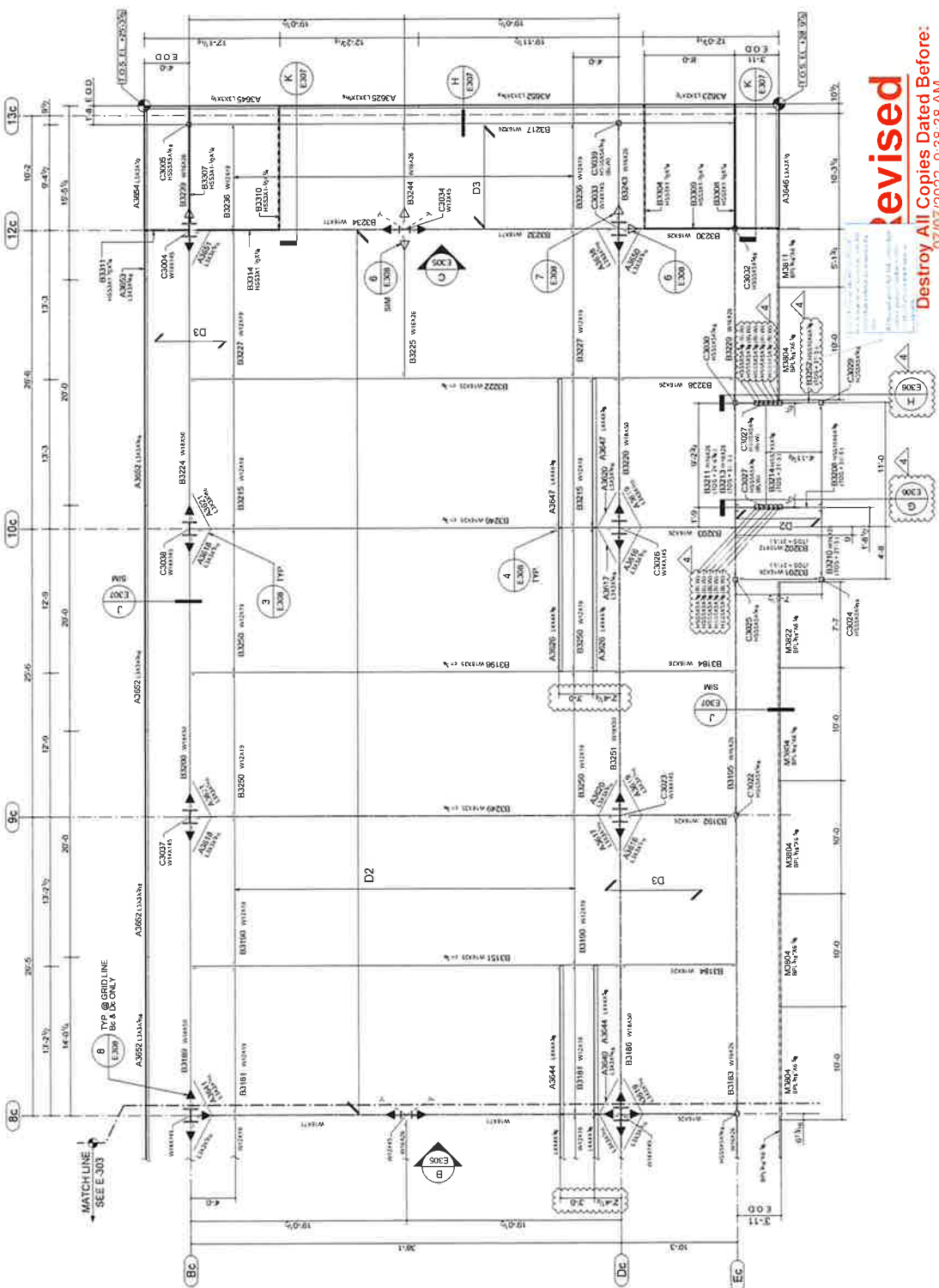
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 DATE: 07/07/2022  
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 CHECKED BY: [Name]  
 PROJECT NO: 2035 SLOPER 2/F PARTIAL FRAMING PLAN  
 SHEET NO: 2035 SLOPER 2/F PARTIAL FRAMING PLAN  
 DATE: 07/07/2022  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**Revised**  
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 07/07/2022 9:38:45 AM  
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**BUILDING C - SECOND FLOOR PARTIAL FRAMING PLAN**  
 REF: S2311C

- ERECTION NOTES:**
1. FINISH SLAB ELEVATION = +13'-6" (I.N.)
  2. SEE SHEET E308 & E307 FOR SECTIONS & CALLOUTS
  3. SEE SHEET E309 FOR FIELD CONNECTION DETAILS
  4. SEE SHEET E309 FOR BRACED FRAME FIELD CONNECTIONS
  5. SEE SHEET E309 FOR BRACED FRAME FIELD CONNECTIONS



**KEY PLAN**

- LEGEND**
- 1 EOD -- DENOTES "EDGE OF DECK"
  - 2 TOS -- DENOTES "TOP OF STEEL ELEVATION"
  - 3 D1 -- VERCO 3X18 GA. DECK (8 1/4" TOTAL)
  - 4 D2 -- VERCO 3X18 GA. PLIN DECK
  - 5 D3 -- VERCO 3X18 GA. PLIN CD 18/18 ACoustical CELLULAR ROOF DECK
  - 6 H --- BRACED FRAME
  - 7 I --- DRAG CONNECTION
  - 8 II --- MF CONNECTION
  - 9 --- SHEAR PLATE LOCATION
  - 10 --- DECK ORIENTATION

REVISION NO.	DATE	DESCRIPTION
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2	06/19/2021	ISSUED FOR PERMITS
3	06/19/2021	ISSUED FOR PERMITS

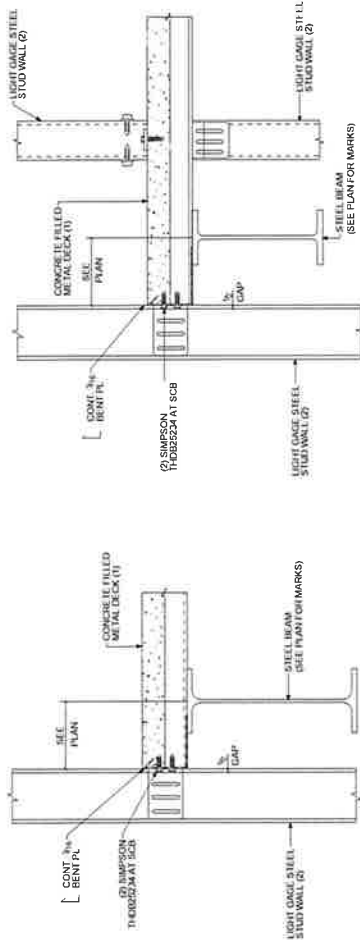
**IRONMAN**  
 ROSE AVENUE K-5 SCHOOL BLDG. C  
 20000 Sycamore Street, Rosemead, CA 91768  
 PROJECT NO. 1547  
 DRAWING NO. 1547-0001-0001-0001-0001  
 DATE: 06/19/2021  
 SCALE: 07/07/2022  
 155  
 E-304

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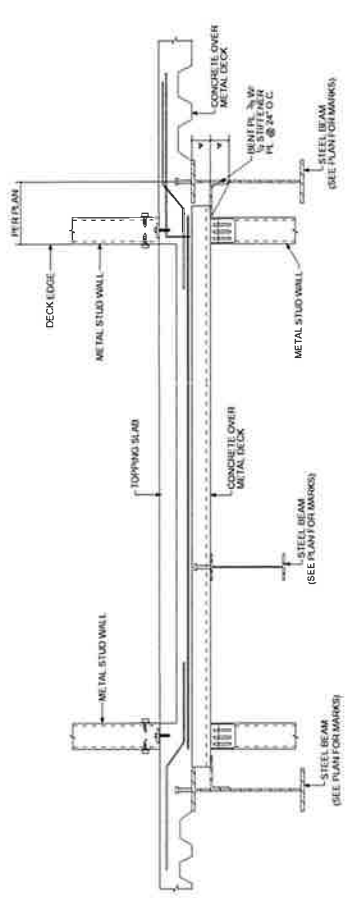
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**BUILDING C - ROOF PARTIAL FRAMING PLAN**  
 REF: 52811C

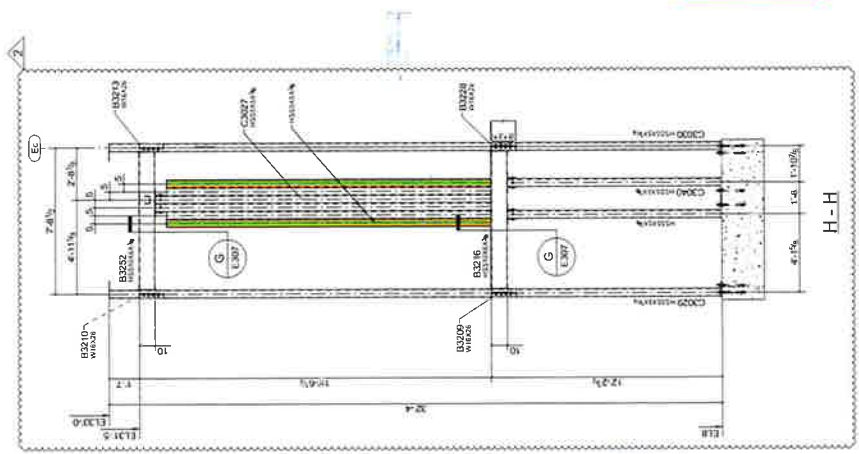
- ERECTION NOTES:**
1. TOP OF ROOF STEEL ELEVATION--VARIES (SHOWN ON PLAN)
  2. SEE SHEET E305 FOR BRACED FRAME ELEVATIONS
  3. SEE SHEET E306 & E307 FOR CONNECTIONS & CALL-OUTS
  4. SEE SHEET E308 FOR FIELD CONNECTION DETAILS
  5. SEE SHEET E309 FOR BRACED FRAME FIELD CONNECTIONS.



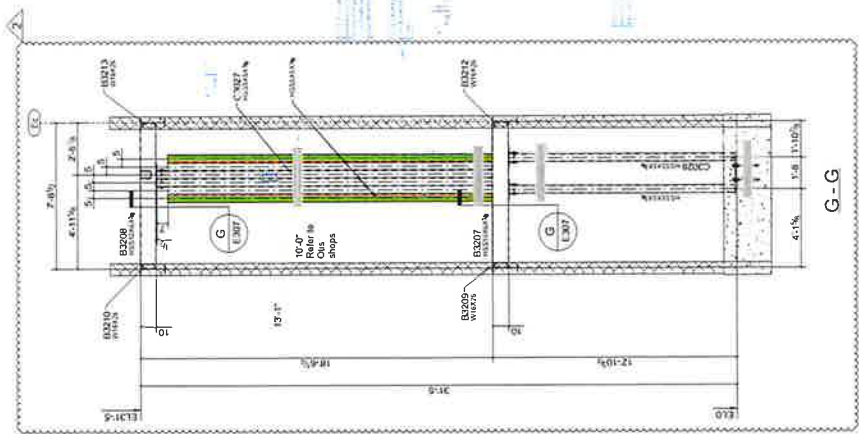
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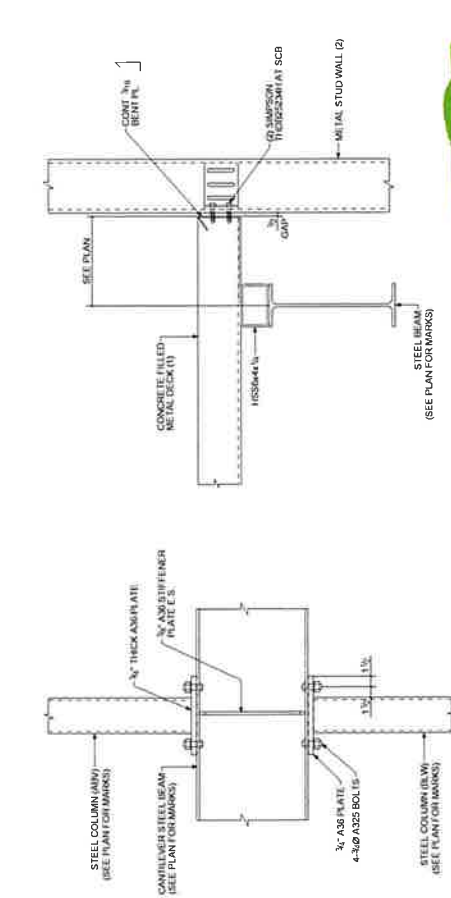
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B - B  
REF: 63/S6311



G - G  
REF: 64/S6311



D - D  
REF: 45/S8114

F - F  
REF: 30/S8114

**REVISIONS AND SHOP DRAWING REVIEW**

NO.	DATE	DESCRIPTION
1	08/24/2022	ISSUED FOR PERMITS
2	09/02/2022	ISSUED FOR PERMITS
3	09/02/2022	ISSUED FOR PERMITS
4	09/02/2022	ISSUED FOR PERMITS
5	09/02/2022	ISSUED FOR PERMITS
6	09/02/2022	ISSUED FOR PERMITS
7	09/02/2022	ISSUED FOR PERMITS
8	09/02/2022	ISSUED FOR PERMITS
9	09/02/2022	ISSUED FOR PERMITS
10	09/02/2022	ISSUED FOR PERMITS

DATE: 09/02/2022  
DATE: 07/07/2022

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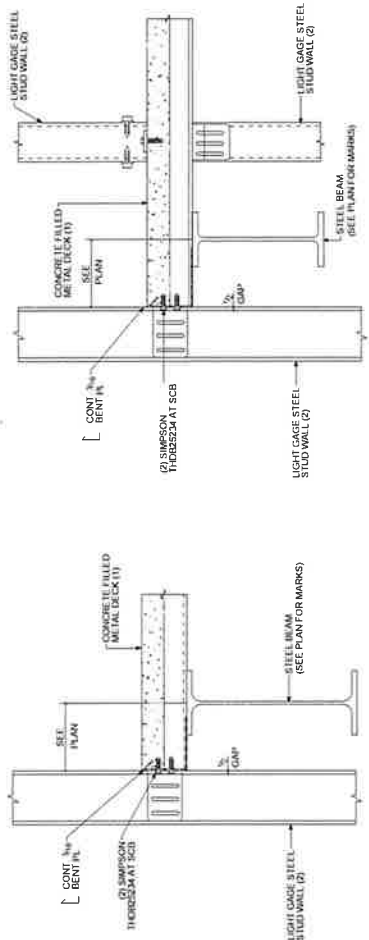
**IRONMAN** ROSE AVENUE, KS SCHOOL BLDG C

2025 Summer Street  
 2025 Summer Street  
 2025 Summer Street  
 2025 Summer Street  
 2025 Summer Street

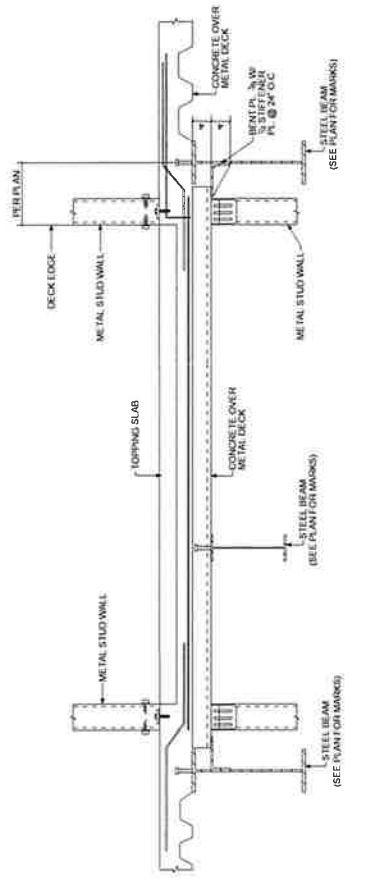
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185  
 E-305

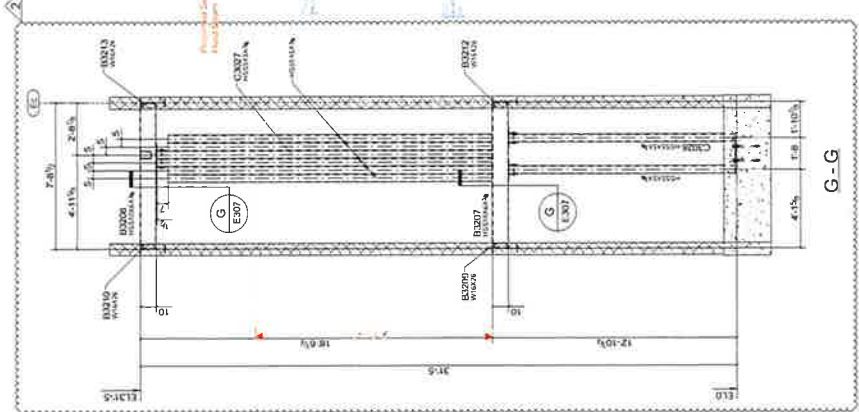
WORK THIS SHEET WITH E301 THRU E304



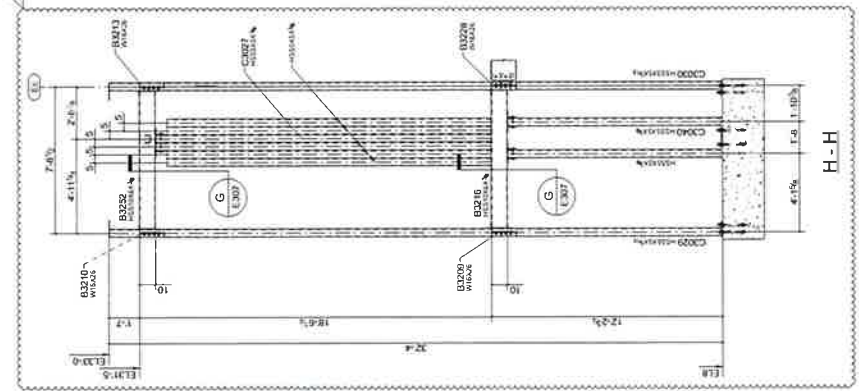
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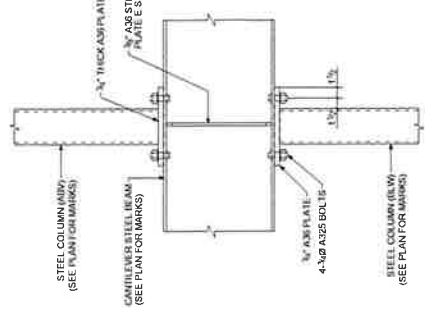
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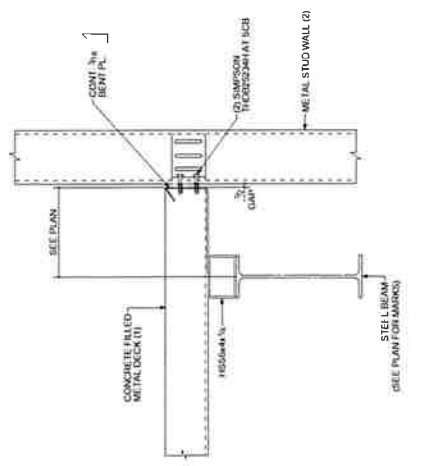
G - G



H - H



D - D  
REF: 45/S8114



F - F  
REF: 34/S8114

**REVISIONS**

NO.	DESCRIPTION	DATE
1	REVISION 1	10/02/22
2	REVISION 2	11/02/22
3	REVISION 3	11/02/22

**SSG**  
STEEL STRUCTURAL GROUP, L.P.  
605-503-1110  
www.ssginc.com

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**For Fabrication**  
07/07/2022 9:38:32 AM

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**IRONMAN**  
20200 Western Blvd.  
City of Industry, CA 91704  
Tel: 626-961-9000  
Fax: 626-961-9001  
www.ironmaninc.com

PROJECT: ROSE AVENUE K-5 SCHOOL BLDG C  
DRAWING NO.: E301 THRU E304  
DATE: 06/24/2021  
SCALE: 1/8"

WORK THIS SHEET WITH E301 THRU E304





## APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

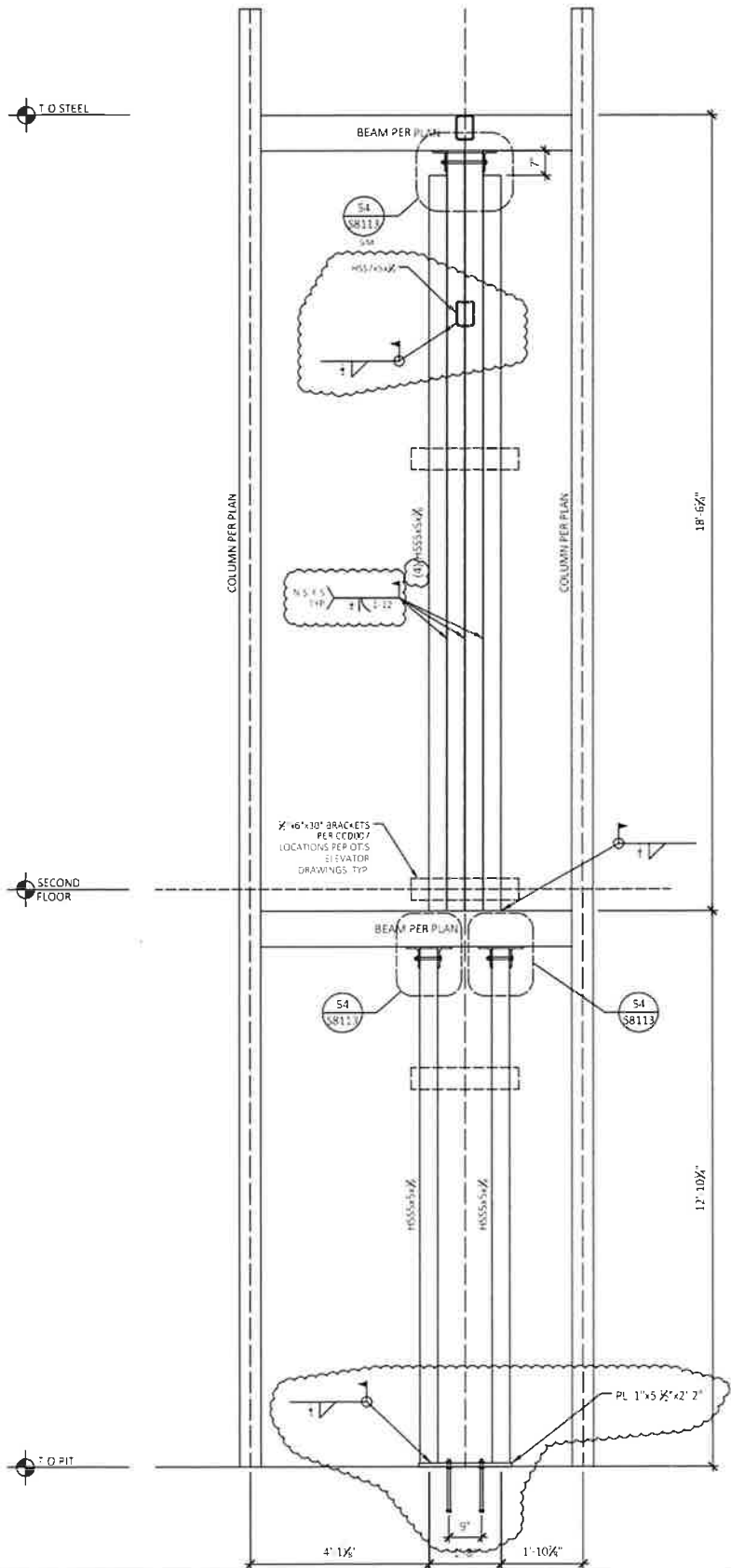
This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

<b>1. SUBMITTAL TYPE:</b> (Is this a resubmittal? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> )			
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: 09      Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
<b>2. PROJECT INFORMATION:</b>			
School District/Owner: Oxnard School District		DSA File Number: 55 22	
Project Name/School: Rose Avenue K-5 School		DSA Application Number 03 119284	
<b>3. APPLICANT INFORMATION:</b>			
Date Submitted: 08/26/22	Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? 2 + Supporting Docs		
Firm Name: IBI Group, a California Partnership	Contact Name: Ruben Ruiz		
Work Email: ruben.ruiz@ibigroup.com	Work Phone: (805) 546-0433		
Firm Address: 4119 Broad Street, Suite 210	City: San Luis Obispo	State: Ca	Zip Code: 93405
<b>4. REASON FOR SUBMITTAL:</b> (Check applicable boxes)			
<input type="checkbox"/> For revision or addendum prior to construction.		<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification or a 90-Day Letter issued.			
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.			
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
<b>5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:</b>			
Name of the Design Professional In General Responsible Charge: Richard Mello			
Professional License Number: C18079		Discipline: Architecture	
<b>Design Professional in General Responsible Charge Statement:</b> The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of the California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction documents.			
Signature: _____		DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
<b>6. CONFIRMATION, DESCRIPTION OF PROJECT AND SCOPE:</b>			
For addenda, revisions, or CCDs: _____ post-approval documents have been stamped and signed by the Responsible Design Professional listed on form DSA 1: Application for Approval of Plans and Specifications for this project. (For Deferred Submittals, refer to IR A-18: Use of Construction Documents Prepared by Other Professionals, and IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents, when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): Provide elevator guide rails, per attached CCD09-S01			
List of DSA-approved drawings affected by this post-approval document: 54/S8113			




Pending DSA Approval

DSA USE ONLY		Returned	DSA STAMP
SSS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required		Date:	
Comments: _____		By:	
FLS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required			
Comments: _____			
ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required			
Comments: _____			



  
**Pending DSA Approval**  


DATE SIGNED:  
**08.23.22**

 <b>IBI</b> ARCHITECTURE PLANNING Los Angeles 1001 Wilshire Blvd., Suite 1000 Los Angeles, California 90017 213.769.0011 fax: 213.769.0012	<b>ELEVATOR RAIL SUPPORT</b>			
	<b>ROSE AVENUE K-5 SCHOOL OXNARD SCHOOL DISTRICT</b>			DATE 08/23/22
 <b>Pending DSA Approval</b> 	<b>OXNARD CA</b>		<b>CCD09 S01</b>	
	PROJECT NO. 09990	DSA FILE NO. 56-22	DSA APP. NO. 03-119284	REFERENCE SHEET NO. 54/S8113

## APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

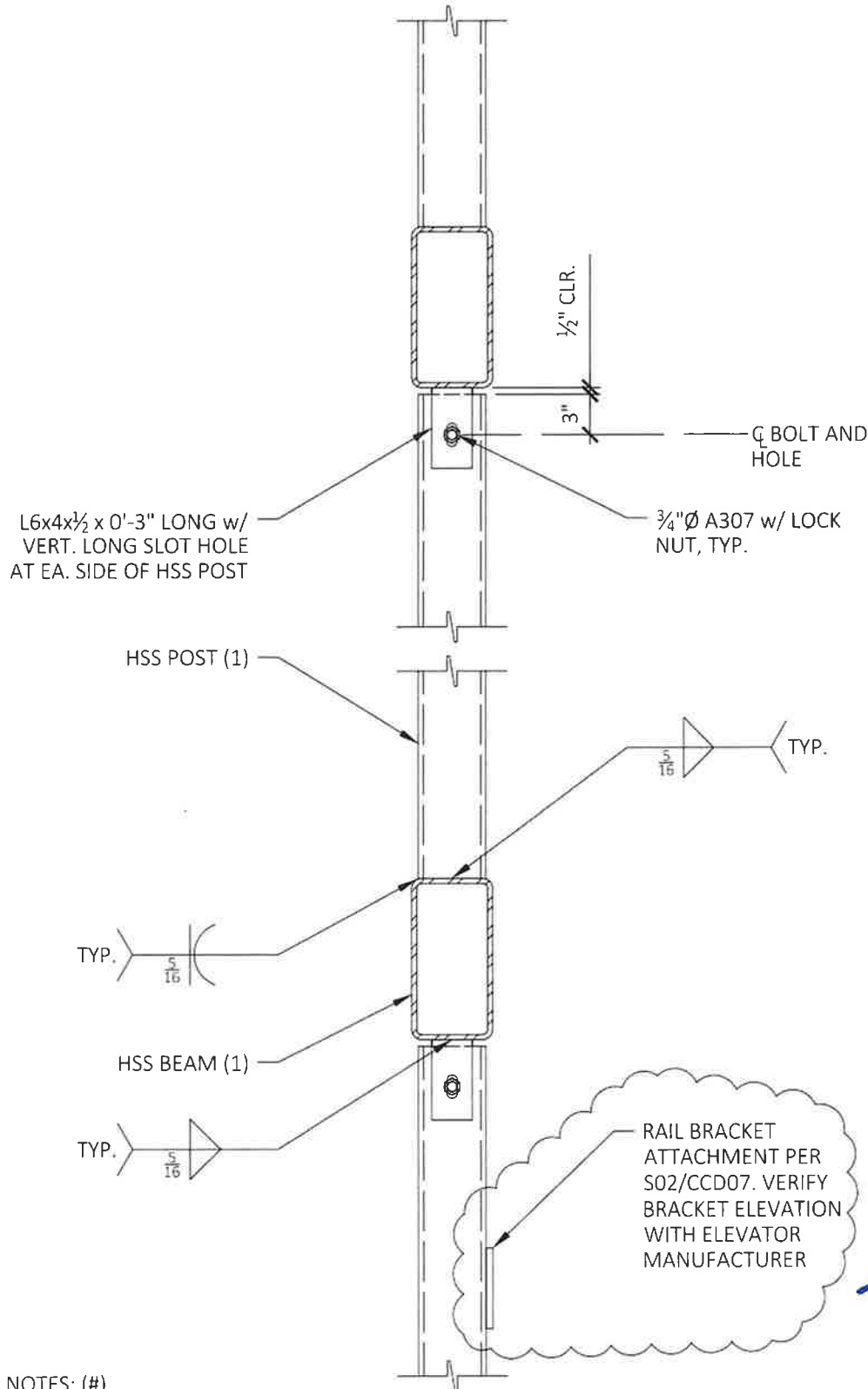
This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

<b>1. SUBMITTAL TYPE:</b> (Is this a resubmittal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> )			
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: 007 Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
<b>2. PROJECT INFORMATION:</b>			
School District/Owner: Oxnard School District		DSA File Number: 55 22	
Project Name/School: Rose Avenue K-5 School		DSA Application Number 03 119284	
<b>3. APPLICANT INFORMATION:</b>			
Date Submitted: 06/15/22		Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? 2 + Supporting Documents	
Firm Name: IBI Group, a California Partnership		Contact Name: Ruben Ruiz	
Work Email: ruben.ruiz@ibigroup.com		Work Phone: (805) 546-0433	
Firm Address: 4119 Broad Street, Suite 210		City: San Luis Obispo	State: Ca Zip Code: 93405
<b>4. REASON FOR SUBMITTAL:</b> (Check applicable boxes)			
<input type="checkbox"/> For revision or addendum prior to construction.		<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification or a 90-Day Letter issued.			
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.			
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
<b>5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:</b>			
Name of the Design Professional In General Responsible Charge: Richard Mello			
Professional License Number: C18079		Discipline: Architecture	
<b>Design Professional in General Responsible Charge Statement:</b> The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.			
Signature: _____ <i>(Handwritten Signature)</i> DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE			
<b>6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:</b>			
For addenda, revisions, or CCDs: CHECK THIS BOX <input type="checkbox"/> to confirm that all post-approval documents have been stamped and signed by the Responsible Design Professional listed on form DSA 1: Application for Approval of Plans and Specifications for this project. (For Deferred Submittals, refer to IR A-18: Use of Construction Documents Prepared by Other Professionals, and IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents, when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): Provide Bracket attachment to Elevator Rail "HSS Post to HSS Post", per attached S01 & S02 - CCD07.			
List of DSA-approved drawings affected by this post-approval document: 54/S8113			

DSA USE ONLY		Returned	DSA STAMP
SSS <u>LZ</u> Date <u>6/27/2022</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required	Comments: _____	Date: _____	<div style="border: 2px solid black; border-radius: 15px; padding: 10px; width: fit-content; margin: auto;"> <p style="text-align: center; margin: 0;">APPROVED DIV. OF THE STATE ARCHITECT APP: 03-119284 INC: 0 REVIEWED FOR SS <input checked="" type="checkbox"/> FLS <input type="checkbox"/> ACS <input type="checkbox"/> DATE: <u>06/27/2022</u></p> </div>
FLS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required	Comments: _____	By: _____	
ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required	Comments: _____		

APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC: 0  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 06/27/2022



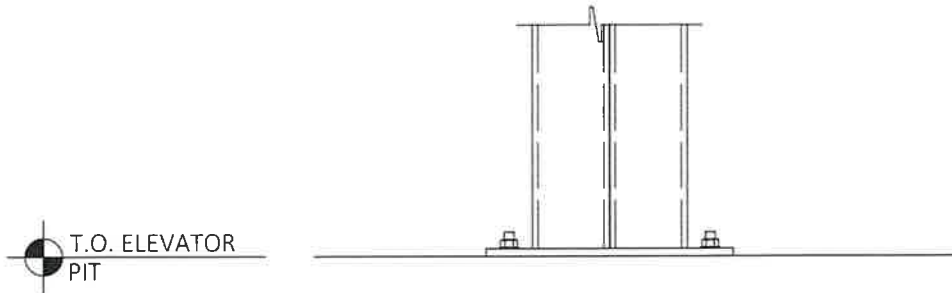
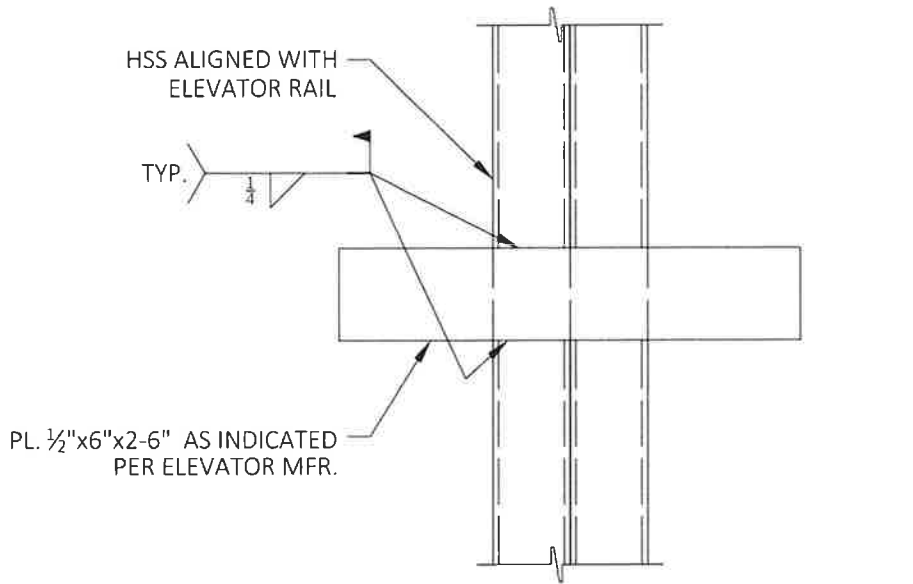
NOTES: (#)  
 1. SEE FRAMING PLAN AND NOTES



06.15.22

 ARCHITECTURE PLANNING Los Angeles 1001 Wilshire Blvd., Suite 100-3100 Los Angeles, California 90017 213 769 0011 fax: 213 769 0016		<b>HSS POST TO HSS POST</b>			DATE
		<b>ROSE AVENUE K-5 SCHOOL</b>			06/15/22
		<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>S01 CCD07</b>
		PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO. 54/S8113	
	DSA APP. NO. 03-119284				

APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC: 0  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 06/27/2022



(4)  $\frac{5}{8}$ "  $\varnothing$  x 4" NELSON STUDS



06.15.22

 1001 Wilshire Blvd., Suite 100-3100 Los Angeles, California 90017 213 769 0011 fax: 213.769.0016		<b>ELEVATOR RAIL BRACKET PLATE TO HSS</b>			
		<b>ROSE AVENUE K-5 SCHOOL</b>		DATE 06/15/22	
		<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	
		PROJECT NO 109990	DSA FILE NO 56-22	REFERENCE SHEET NO 54/S8113	
	DSA APP NO 03-119284				

**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 CM  CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 042  
 Date: 10/18/22

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

How was this officially issues?  
We cant find it in ASI 011.

Include credit for deletion of CMU  
Block in order to accommodate  
increase in gate height

<p>Revise trash enclosure gates from 6' to 8' tall per ASI 11 and revised structural steel shop drawings.</p> <p align="center">Ref. Cost Event #42</p>	<p>\$ 2,014.00</p>
---	--------------------

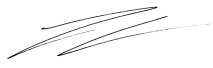
- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

**CONTRACTOR**  
 Balfour Beatty

**ARCHITECT**  
 IBI Group

**CONSTRUCTION MANAGER**  
 CFW Group, Inc.

By:  \_\_\_\_\_ By: Revise and Re-Submit \_\_\_\_\_ By: \_\_\_\_\_  
 Date: 10/18/22 \_\_\_\_\_ Date: Ruben R.  
IBI Group  
11/29/2022 \_\_\_\_\_ Date: \_\_\_\_\_

OWNER - Oxnard School District By: \_\_\_\_\_ Date: \_\_\_\_\_

# ECONO FENCE INC.

5261 Pedley Road, Riverside, CA, 92509 • P: 951.685.5000 • F: 951.360.8685 • License No. 337734 • DIR #1000001395

## POTENTIAL CHANGE ORDER

#3

October 10, 2022

**Balfour Beatty Construction**

ATTENTION: Leon

SENT FROM: Judd Leslie

### ROSE AVE. E.S.

**REFERENCE:**

SK-A01: Change trash gates from 6' High to 8' High.

	ITEM DESCRIPTION	QTY	UNIT COST	TOTAL
<b>MATERIALS:</b>				
-	Additional 2' High x 8' of Trash Gates	2 ea.	@ \$805.00 ea	\$1,610.00
			SUBTOTAL:	\$1,610.00
			TAX:	\$140.88
			<b>TOTAL MATERIALS:</b>	<b>\$1,750.88</b>

**EQUIPMENT: None**

**LABOR: None**

SUBTOTAL: \$1,750.88  
15% Overhead & Profit: \$262.63

<b>TOTAL ADD:</b>	<b>\$2,013.51</b>
-------------------	-------------------

Include deletion of CMU Block to accommodate the height increase



**IBI GROUP**  
536 South Broadway., Suite 500  
Los Angeles, CA 90013

[www.IBIGroup.com](http://www.IBIGroup.com)

**ARCHITECT'S SUPPLEMENTAL  
INSTRUCTIONS (ASI)**

<b>PROJECT:</b>	Rose Avenue K-5 School	<b>ASI NO.:</b>	011
<b>OWNER:</b> (name address)	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	<b>DATE:</b>	06/23/2022
<b>Construction Management</b>	Caldwell Flores Winters, Inc. 815 Colorado Blvd. Suite 201 Los Angeles, CA 90042	<b>ARCHITECT:</b>	IBI Group 537 South Broadway., Suite 500 Los Angeles, CA 90013
<b>CONTRACTOR:</b> (name address)	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CCA 93036	<b>PROJECT NO.:</b>	109990
		<b>DSA FILE NO.:</b>	56-22
		<b>APPLICATION NO.:</b>	03-119284

The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

**Description:**  
Ref Sheet **A1303**

- Relocate Trash Enclosure and associated concrete apron per attached **ASI011 A01** and **ASI011 A02**.
- Relocate waste, water, trash enclosure drain and grease waste daylight, per attached Sheet **ASI\_P1004**
- Relocate Gas Meter, per attached Sheet **ASI\_P1004, P4104, P2311-B and P2314-B**
- Add exterior and interior light at Trash Enclosure, per attached **ASI\_E004, E1001 and E1002**

**Attachments: 9**

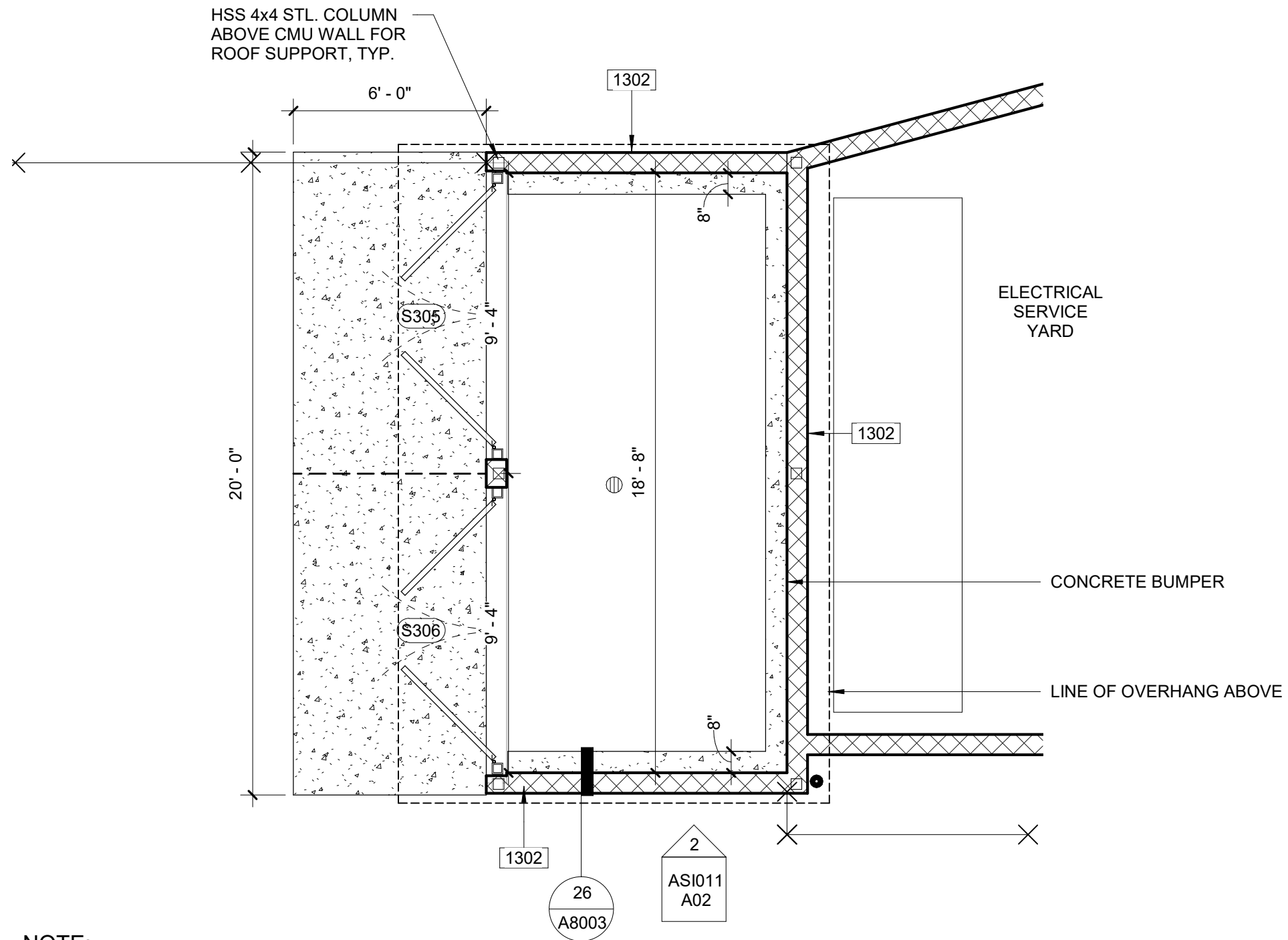
ISSUED:  
IBI GROUP, A CALIFORNIA PARTNERSHIP

ACCEPTED:

By:     Ruben R     Date:     06/23/2022    

By: \_\_\_\_\_ Date: \_\_\_\_\_



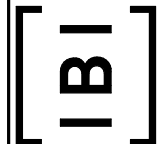


NOTE:  
REFER TO DETAIL 2/A1303 FOR ADDITIONAL INFORMATION NOT SHOWN FOR TRASH ENCLOSURE.  
REFER TO PLUMBING DRAWINGS AND ASSOCIATED RFI'S FOR ADDITIONAL SCOPE NOT SHOWN.

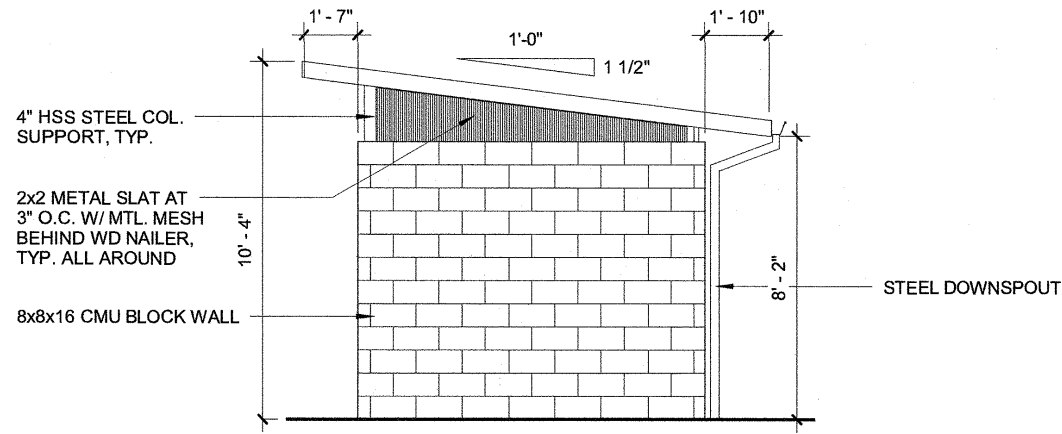
1 ENLARGED YARD  
1/4" = 1'-0"



<b>TRASH ENCLOSURE</b>	DATE 03/24/2022	<b>ASI011 A01</b>
	OXNARD CA	REFERENCE SHEET NO. A1303
<b>ROSE AVENUE K-5 SCHOOL</b>	PROJECT NO. 109990	DSA FILE NO. 56-22 DSA APP. NO. 03-119284
<b>OXNARD SCHOOL DISTRICT</b>		

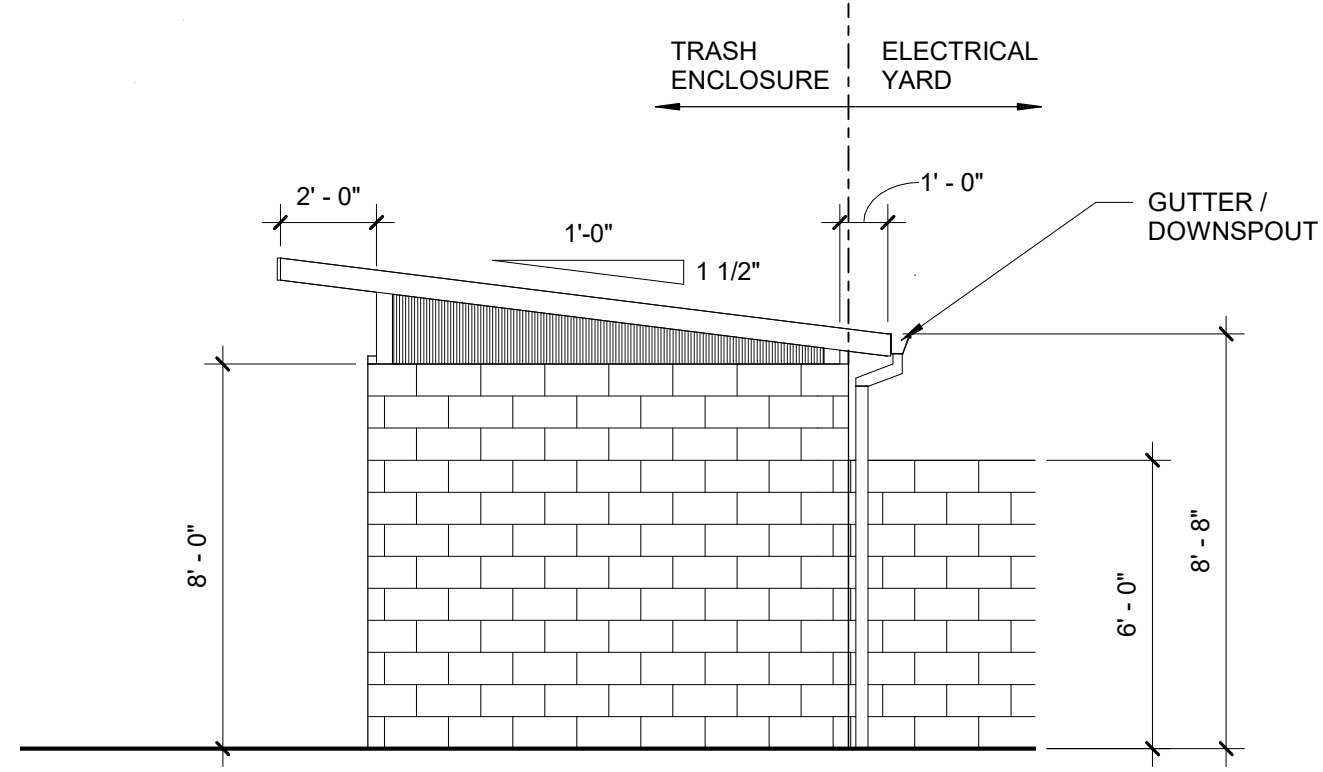


Los Angeles  
536 South Broadway, Suite 500  
Los Angeles, CA 90013  
tel (213) 769-0011 fax (213) 769-0016



**7 TRASH ENCLOSURE - EAST**

Original Plan - Design from Sheet A1303

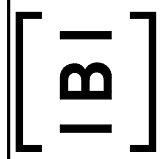


NOTE:  
REFER TO TRASH ENCLOSURE EXTERIOR ELEVATIONS, SHEET A1303, FOR INFORMATION NOT SHOWN

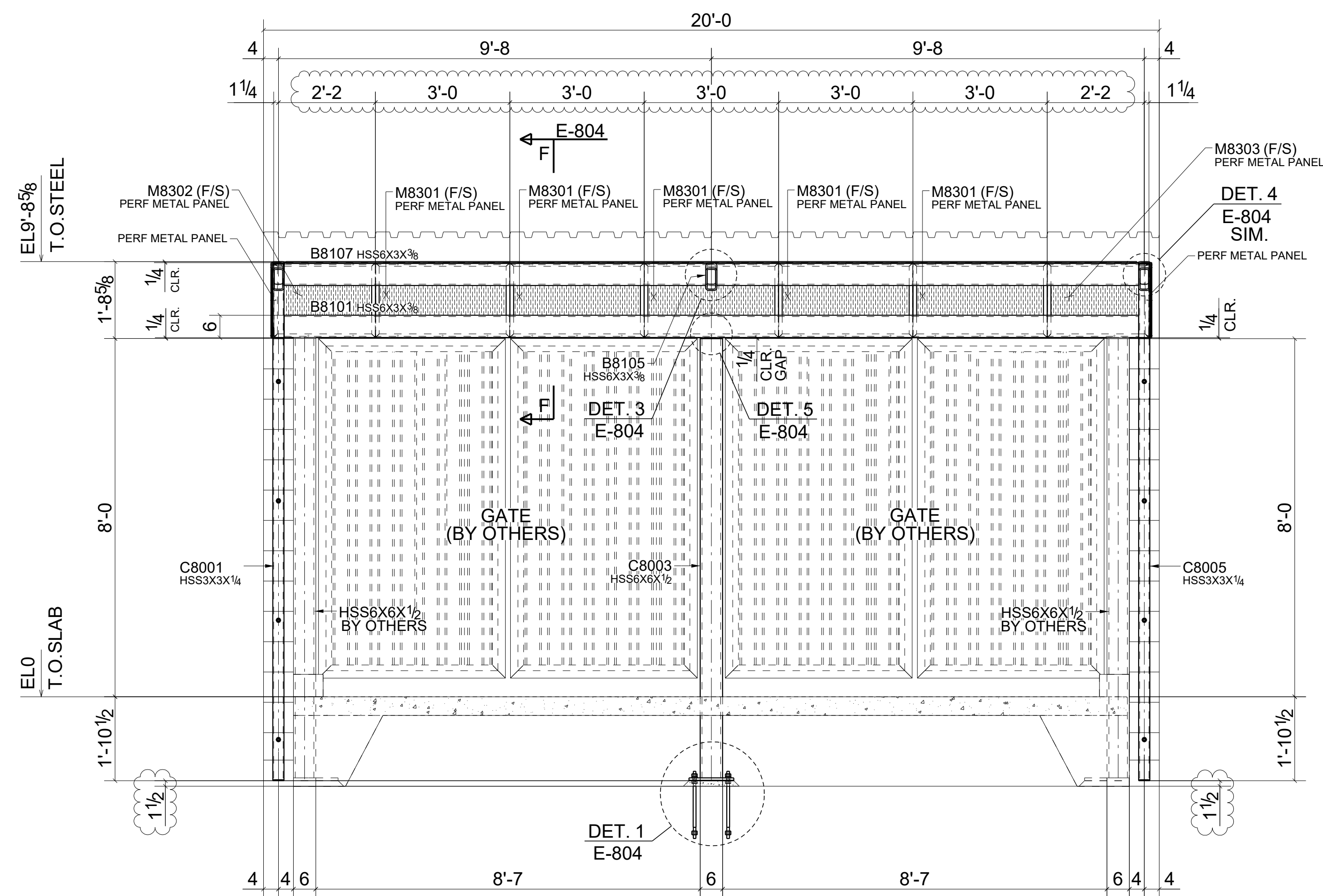
**2 TRASH ENCLOSURE - ELEVATION**  
1/4" = 1'-0"



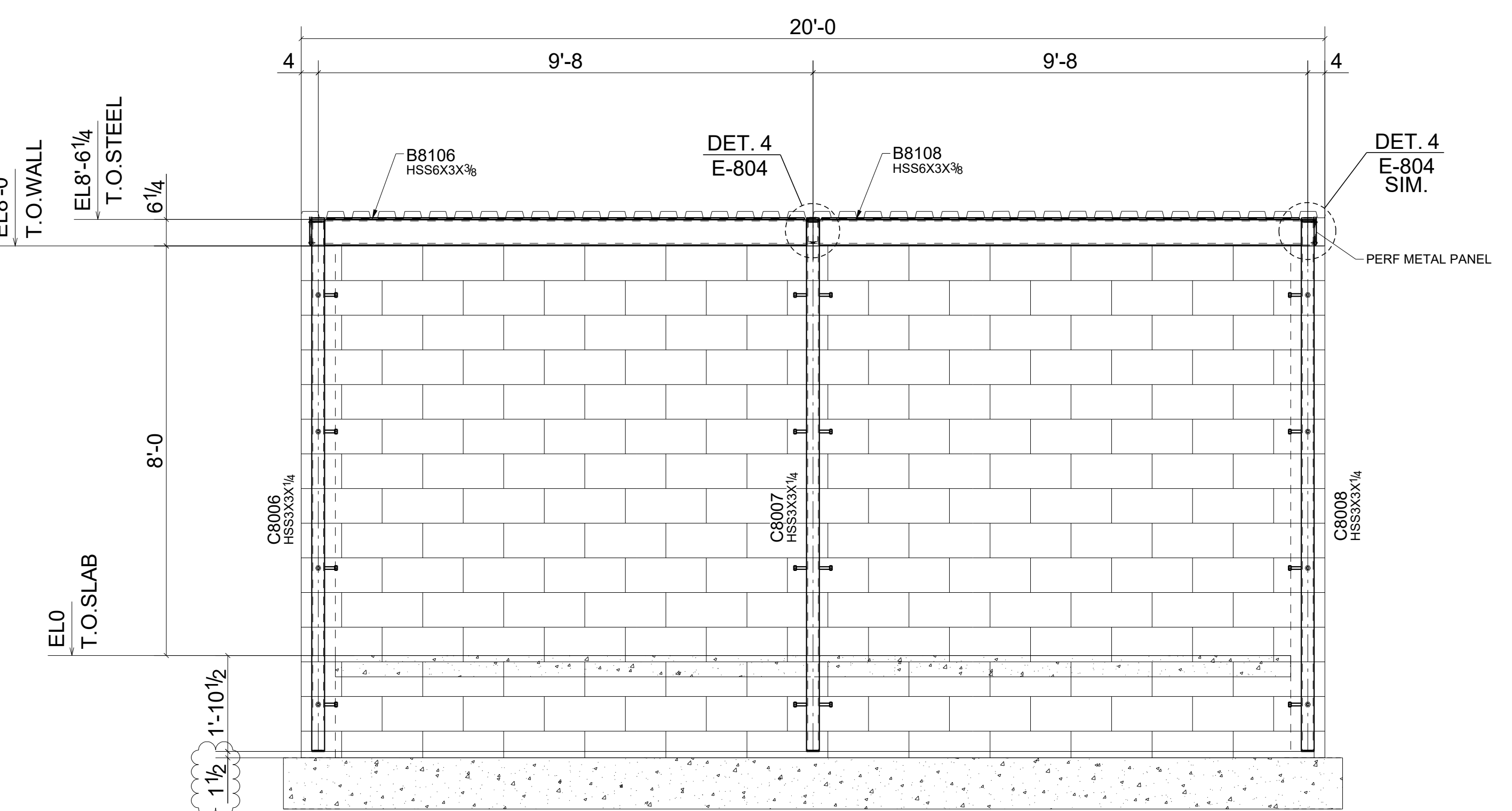
<b>TRASH ENCLOSURE</b>	DATE	03/24/2022
	PROJECT NO.	109990
<b>ROSE AVENUE K-5 SCHOOL</b>	OXNARD	CA
<b>OXNARD SCHOOL DISTRICT</b>	REFERENCE SHEET NO.	A1303
	DSA FILE NO.	56-22
	DSA APP. NO.	03-119284



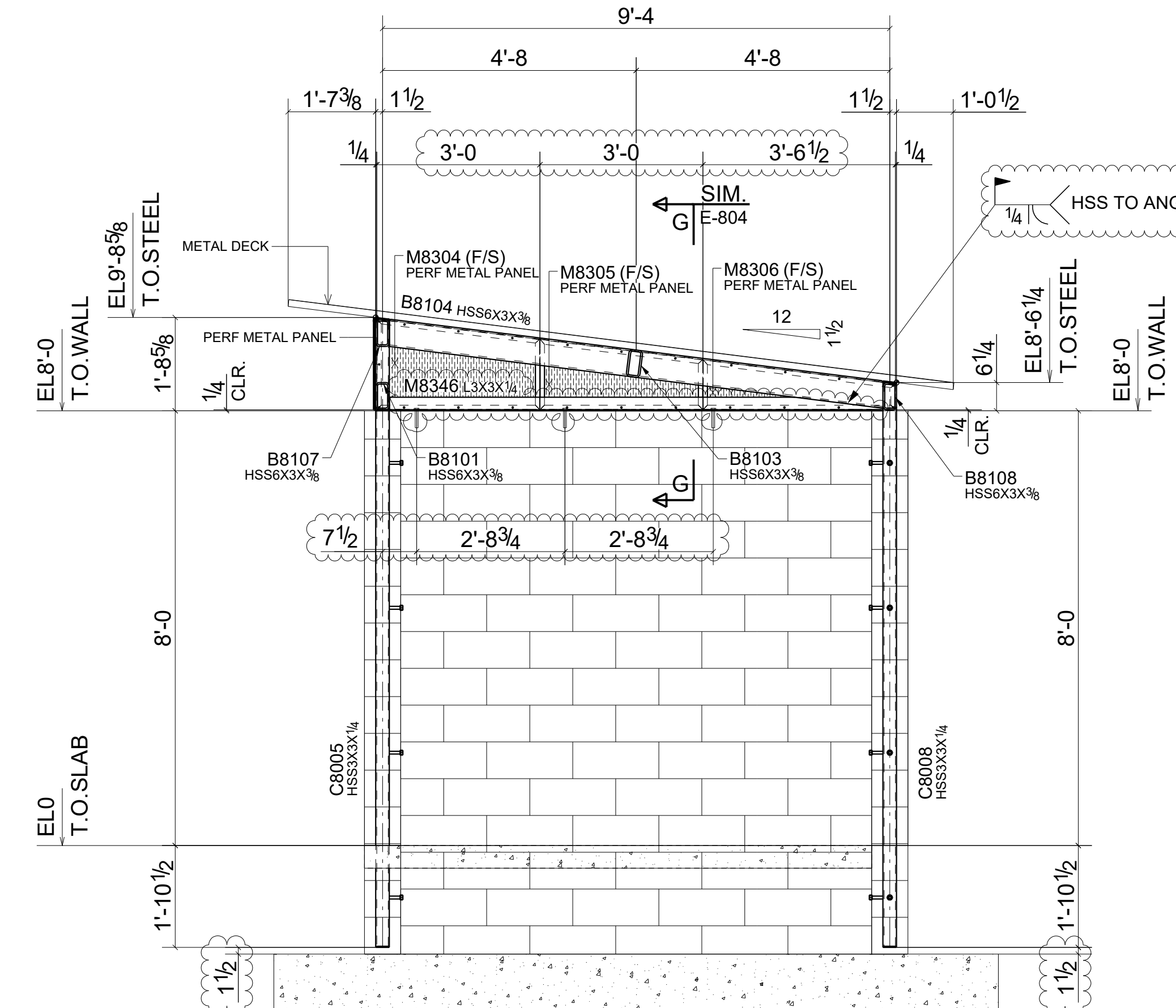
Los Angeles  
536 South Broadway, Suite 500  
Los Angeles, CA 90013  
tel (213) 769-0011 fax (213) 769-0016



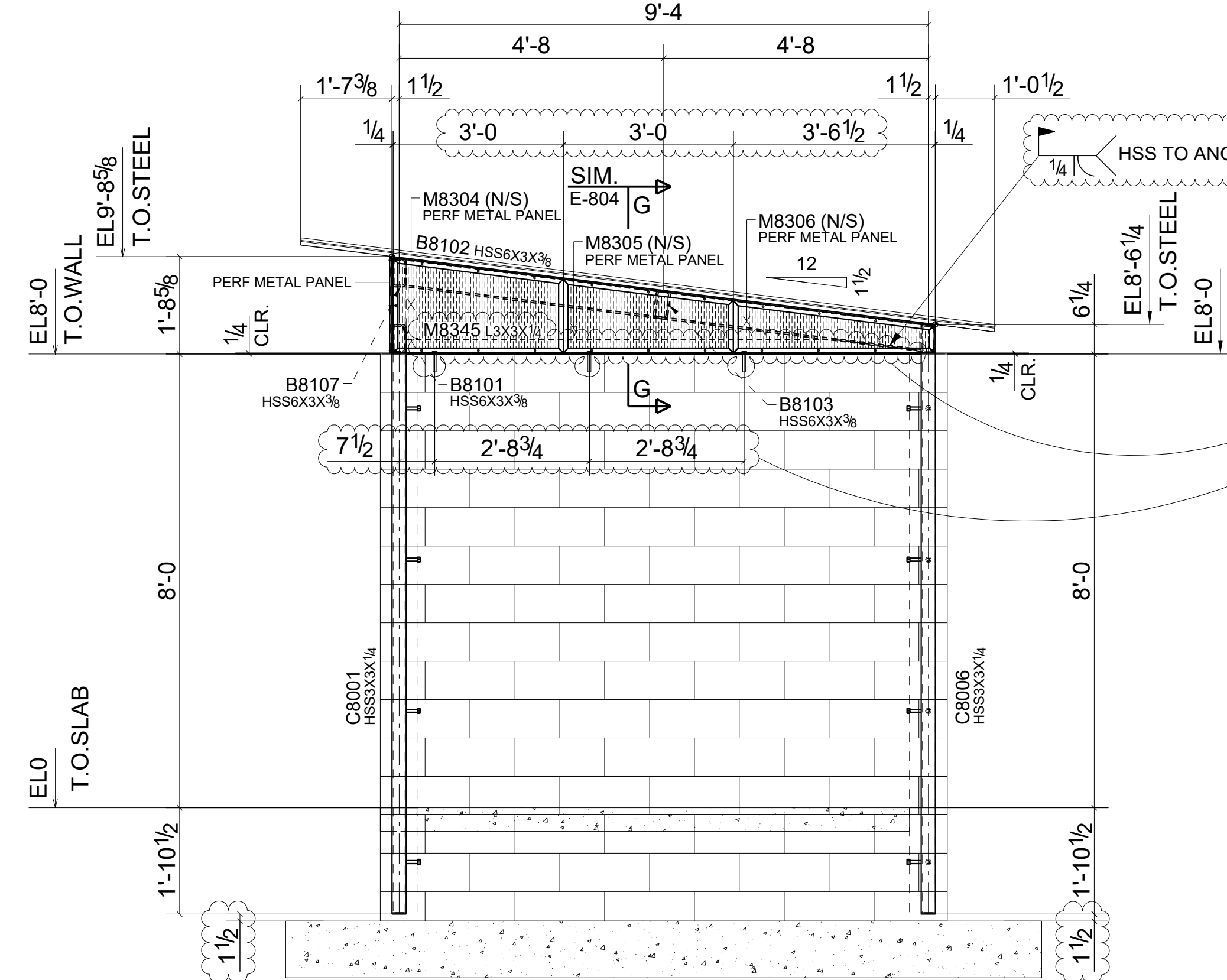
B - B  
REF.: 4/A1303



C - C  
REF.: 6/A1303



D - D  
REF.: 7/A1303



E - E  
REF.: 5/A1303

APPROVER  
PLEASE VERIFY/CONFIRM  
CLOUDED DIMENSIONS  
IF ACCEPTABLE FOR THE  
LENGTH OF PERF METAL PANELS.  
OTHERWISE, PLEASE ADVISE.

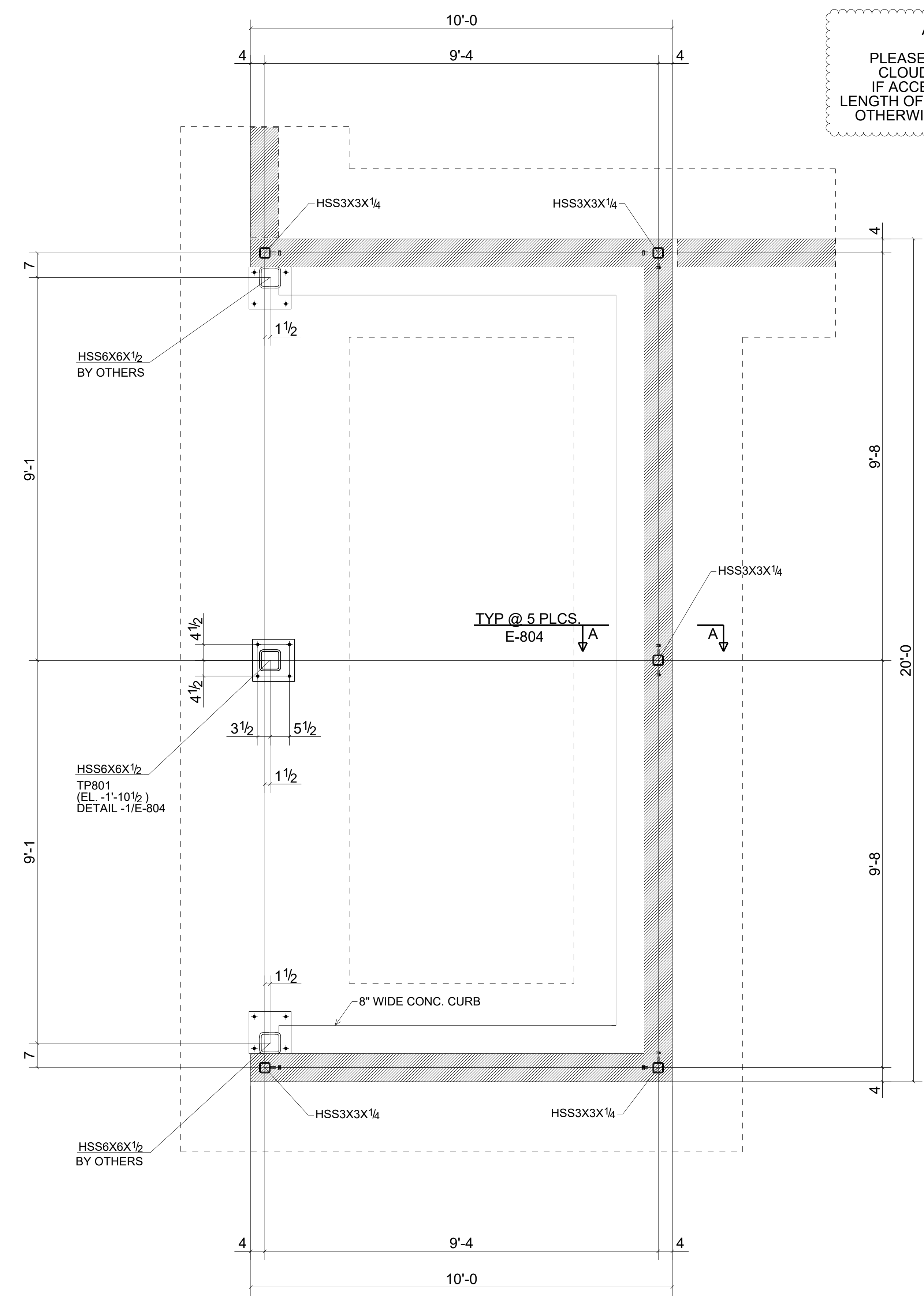
APPROVER  
PLEASE VERIFY/CONFIRM  
ADDED ANGLE L3X3X1/4 WITH  
TITEN HD 5/8X4" (LOCATION  
AS SHOWN) IF ACCEPTABLE FOR  
THE CONNECTION OF PERF METAL  
PANEL. ALSO, PLEASE VERIFY  
CLOUDED FIELD WELD IF ACCEPTABLE.  
PLEASE ADVISE, OTHERWISE.

- ERECTION NOTES:
1. FIELD LOCATE TRASH ENCLOSURE.
  2. TOP OF STEEL ELEVATIONS ARE SHOWN ON PLAN.
  3. SEE SHEET E-802 FOR FRAM FRAMING PLAN.
  4. SEE SHEET E-804 FOR FIELD CONNECTION DETAILS.

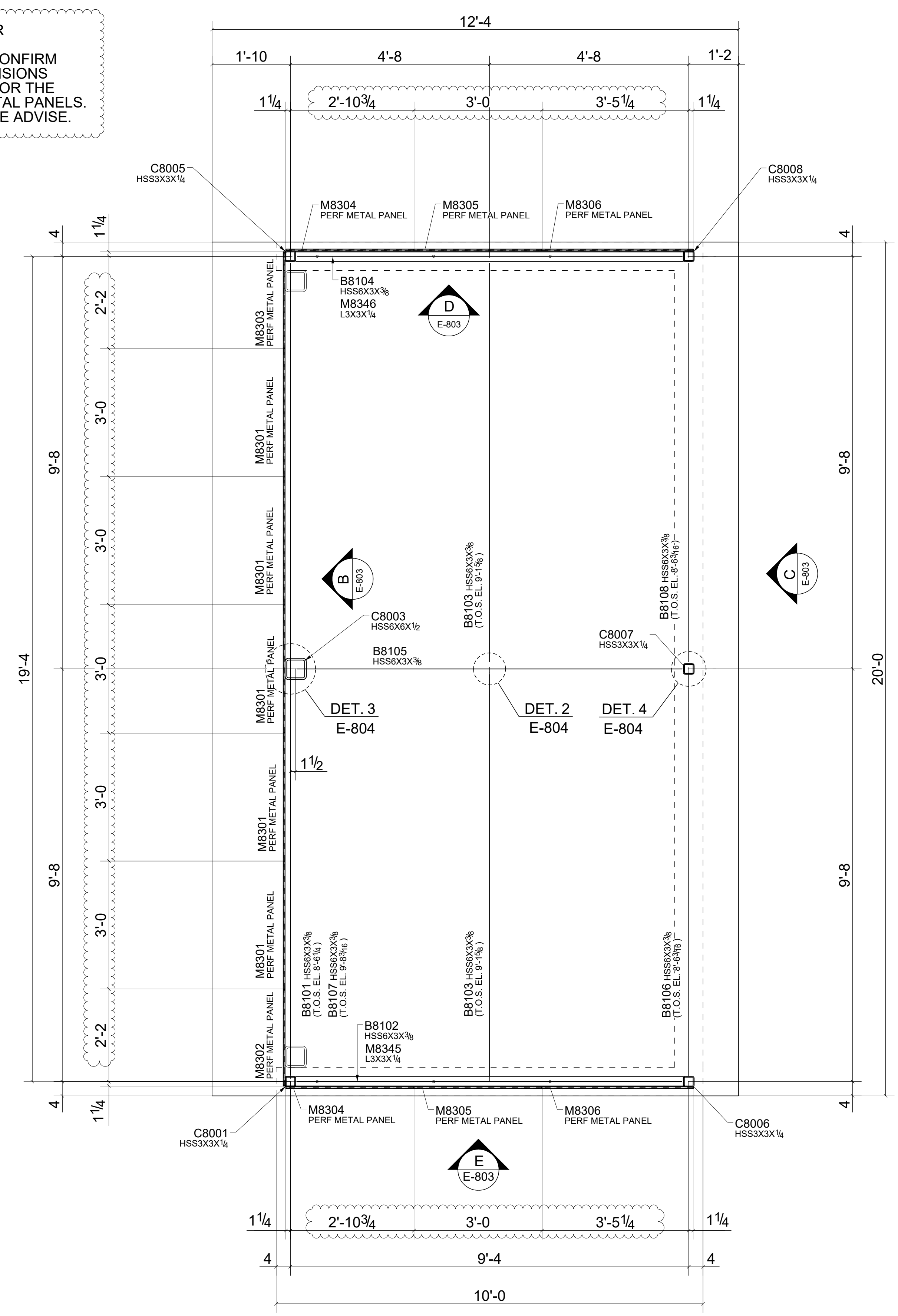
**For Review**  
**08/24/2022 10:11:44 AM**  
Ironman Inc. CA Lic. No. 670390 - LA City Fabricator 1547

B	Revised and Resubmit	08/23/2022
A	For Approval	12/04/2021
REV	DESCRIPTION	DATE
<b>IRONMAN</b> INCORPORATED www.ironmaninc.net		
20555 Superior Street Chatsworth, CA 91311 Phone: (818) 341-0980		CONTRACTOR: ROSE AVENUE K-5 SCHOOL BLDG. C 220 S. Drisskill St, Oxnard, CA 93030
DESCRIPTION: TRASH ENCLOSURE ELEVATION VIEW		LBC JOB #: PO#:
DRAWN BY: ABJ	CHECKED BY: JAE	JOB No. 185
DATE: 12/03/2021	DATE: 08/23/2022	DRG No. E-803

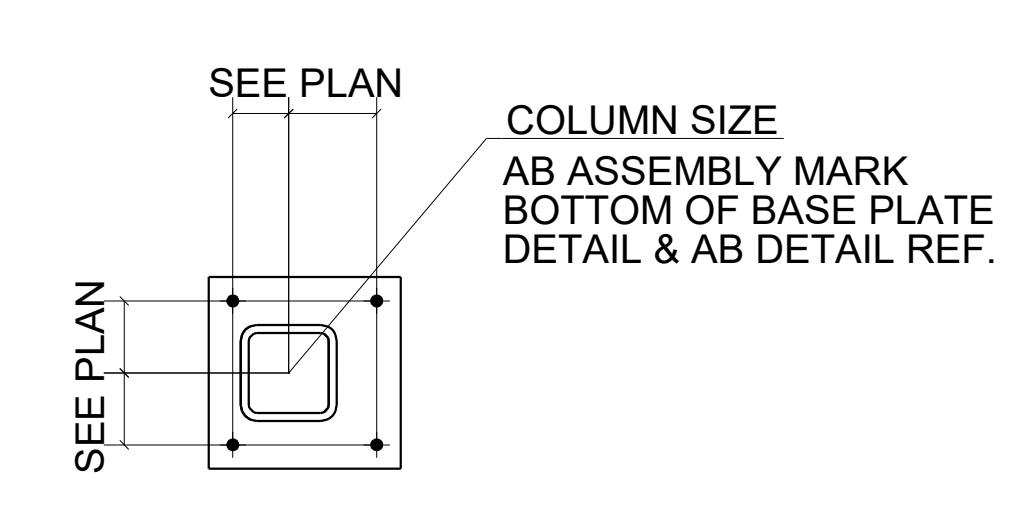
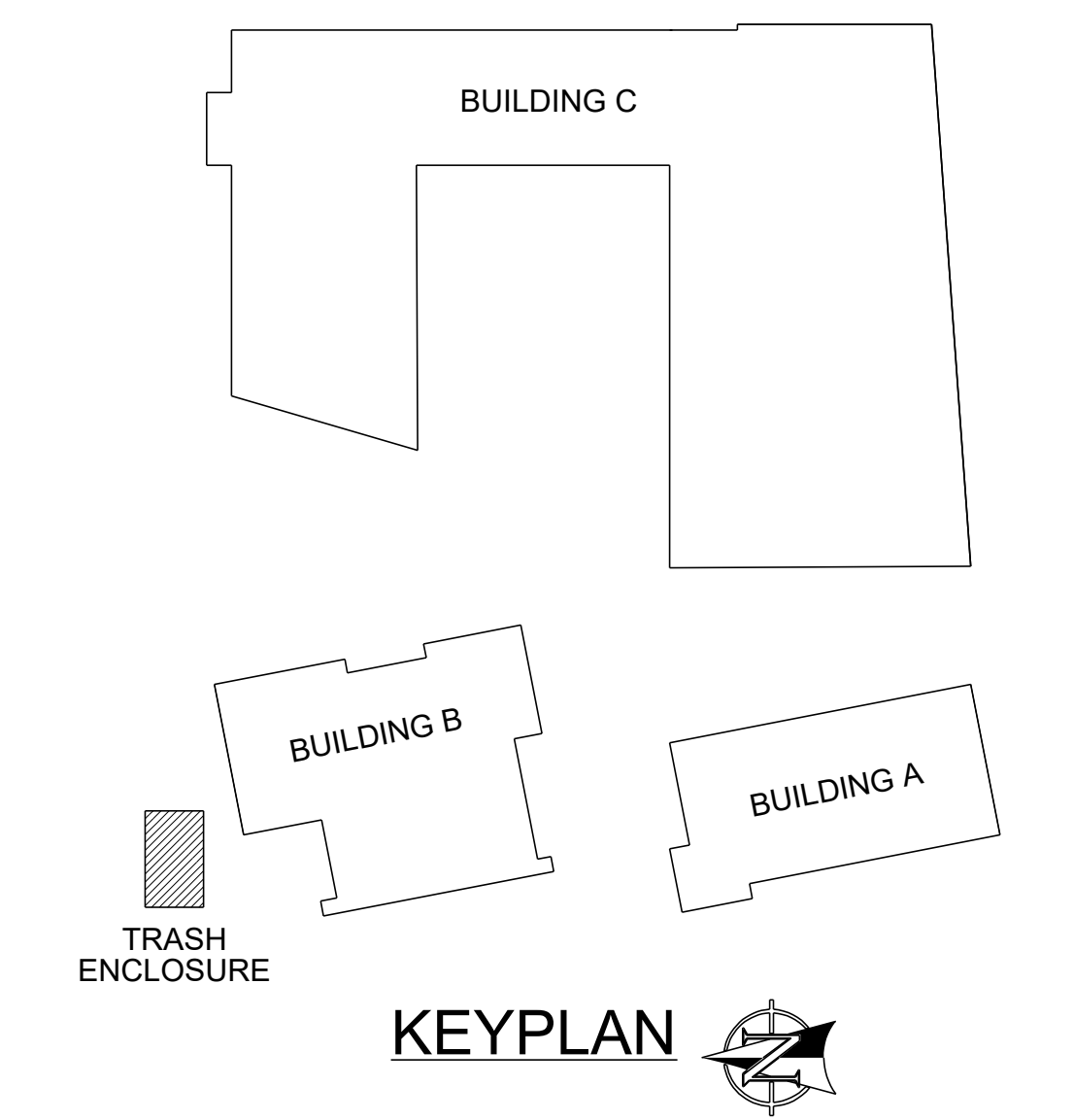
APPROVER  
PLEASE VERIFY/CONFIRM  
CLOUDED DIMENSIONS  
IF ACCEPTABLE FOR THE  
LENGTH OF PERF METAL PANELS.  
OTHERWISE, PLEASE ADVISE.



TRASH ENCLOSURE ANCHOR BOLT SETTING PLAN  
REF: 13/S1102



TRASH ENCLOSURE ROOF PLAN  
REF: 33/S1102



LEGEND

**For Review**  
08/24/2022 10:11:40 AM  
Ironman Inc. CA Lic. No. 670390 - LA City Fabricator 1547

- ERECTION NOTES:
1. FIELD LOCATE TRASH ENCLOSURE.
  2. TOP OF STEEL ELEVATIONS ARE SHOWN ON PLAN.
  3. SEE SHEET E-803 FOR FRAME ELEVATIONS.
  4. SEE SHEET E-804 FOR FIELD CONNECTION DETAILS.

B	Revised and Resubmit	08/23/2022
A	For Approval	12/04/2021
REV	DESCRIPTION	DATE
<b>IRONMAN</b> INCORPORATED www.ironmaninc.net		
ROSE AVENUE K-5 SCHOOL BLDG. C 220 S. Drisskill St, Oxnard, CA 93030		CONTRACTOR:
20555 Superior Street Chatsworth, CA 91311 Phone: (818) 341-0980		LBC JOB #:
DESCRIPTION: TRASH ENCLOSURE FRAMING PLAN		PO#:
DRAWN BY: ABJ	CHECKED BY: JAE	JOB No.
DATE: 12/02/2021	DATE: 08/23/2022	185
		DRG No. E-802

**Contingency**

**Draw**

**Request (CDR)**

Owner  Oxnard School District  
Architect  IBI Group  
Contractor  Balfour Beatty  
CM  CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction  
200 East Driskill St.  
Oxnard, CA 93030

Contingency Request #: 043

Date: 10/18/22

TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

The Contract is changed as follows:

Furnish labor and equipment to tunnel under the unforeseen CMU headwall at the existing water meter assembly as needed to prevent having to relocate the planned Edison ductbank.  Ref. Cost Event #62	\$ 2,053.00
--	-------------


- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

CONSTRUCTION MANAGER  
CFW Group, Inc.

By: 

By: 

By: \_\_\_\_\_

Date: 10/18/22

Date: 11/29/2022

Date: \_\_\_\_\_

OWNER - Oxnard School District

By: \_\_\_\_\_ Date: \_\_\_\_\_





## CHANGE ORDER REQUEST

### COR #009 Conduit Crossings Backflow and Gas Vault Locations CE #62

**To:** Leon Cavallo, Project Manager  
Balfour Betty  
300 E. Esplanade Drive #1120  
Oxnard, CA 93036

**From:** Tim Harris Project Manager  
**Phone:** (805) 320-1623  
**Email:** [tharris@taftelectric.com](mailto:tharris@taftelectric.com)

**Phone:** (805) 206-8614  
**Email:** [Lcavallo@balfourbetty.com](mailto:Lcavallo@balfourbetty.com)  
**CC:**

**Date Issued:** 10-10-22

<b>Requested Amount:</b>	<b>\$</b>	<b>\$2,053</b>
--------------------------	-----------	----------------

The change in scope for the amount requested above is as follows:

#### COR #007

SCOPE: We had to work around existing unforeseen utilities, buried stem walls. We removed the stem wall.

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

This proposal supersedes all previously submitted proposals relating to this same work. Any work from other trades that is required to complete this work is not included as a part of this proposal.

Unless otherwise indicated, this proposal is valid for 30 calendar days from the above date of issuance. Taft Electric reserves the right to revise or amend this proposal should approval or direction to proceed take longer than 30 calendar days.

#### EXCLUSIONS:

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.
4. Any and all parts and labor not specifically listed above or within.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.

Submitted By:

Approved By:

\_\_\_\_\_  
 Tim Harris  
 Project Manager  
 Taft Electric Company

Date

\_\_\_\_\_  
 Leon Cavallo  
 Project Manager  
 Balfour Betty Corporation

Date





**TIME & MATERIALS INVOICE**

Rose Ave. Elementary School  
 220 South Driskill Street, CA 93030



**Bill To**

Customer Name Oxnard School District  
 Project Name Rose Ave Elementary School -15650001  
 Cost Event Number CE - #62

**Totals**

Material \_\_\_\_\_  
 Labor \_\_\_\_\_  
 Invoice \_\_\_\_\_

**Equipment**

Equipment Description	Quantity	Cost Per Item	Total	Notes
BACK HOE	1		3hrs	DIGGING AROUND WATER WATER VALVE TUNNELING UNDER VALVE
TOTAL			3	

**Labor**

Labor Description	Quantity	Cost Per Item	Total	Notes
OPERATOR	1		3	
APPRENTICE	1		3	SPOTTING BACK HOE WHILE DIGGING CLOSE TO VALVES.
TOTAL			6 HRS	

Material

Material Description	Quantity	Cost Per Item	Total	Notes
TOTAL				

Quantities verified by: RON FRANCO      Date Work Performed: 07/013/2022

DSA IOR \_\_\_\_\_

Submitted by:

DAVID REYES *[Signature]* 7/15/2022

Balfour Beatty

VERIFICATION OF TIME & MATERIAL ONLY.  
 NOT A GUARANTEE OF PAYMENT OR  
 APPROVAL OF A CHANGE ORDER.

**TIME & MATERIALS INVOICE**

Rose Ave. Elementary School  
220 South Driskill Street, CA 93030



**Bill To**

Customer Name Oxnard Scchool District  
Project Name Rose Ave Elementary School -15650001  
Cost Event Number CE - #62

**Totals**

Material \_\_\_\_\_  
Labor \_\_\_\_\_  
Invoice \_\_\_\_\_

**Equipment**

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			3	

**Labor**

Labor Description	Quantity	Cost Per Item	Total	Notes
NICK PATERAS			3	JOURNEYMAN
MARTIN GUILLEN			3	APPRENTICE
TOTAL			6	



**TIME & MATERIALS INVOICE**



Rose Ave. Elementary School  
220 South Driskill Street, CA 93030

**Bill To**

Customer Name Oxnard School District  
 Project Name Rose Ave Elementary School -15650001  
 Cost Event Number CE - #62

**Totals**

Material \_\_\_\_\_  
 Labor \_\_\_\_\_  
 Invoice \_\_\_\_\_

**Equipment**

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			3	

**Labor**

Labor Description	Quantity	Cost Per Item	Total	Notes
NICK PATERAS			2	JOURNEYMAN
MARTIN GUILLEN			2	APPRENTICE
TOTAL			4	



118990

Richard A Reed Backhoe Service Inc.  
PO Box 7164  
Ventura, CA 93006

# Invoice

DATE	INVOICE #
8/22/2022	3639

RECEIVED  
AUG 31 2022



Taft Electric TAFT ELECTRIC CO.  
PO Box 3416  
Ventura, Ca 93006

**INVOICE REQUIRES PROJECT MANAGER APPROVAL**  
*Tim Harris / Labor compliance*

## Release Needed

SEP 21 2022

P.O. NO.	TERMS	DUE DATE	CL...	PROJECT	
20-2338 -001	30 days	9/21/2022	OX	Rose Elementary	
DESCRIPTION		DATE	QTY...	RATE	AMOUNT
Provide backhoe w/operator to work as directed at Rose Elementary School, 220 S Driskill St., Oxnard					
Backhoe		7/5-7/8/22	30	155.00	4,650.00
Compaction Wheel- Backhoe [Daily Rental]		7/5-7/8/22	3	100.00	300.00
Transport 303 Mini Ex [Move Off]		7/8/22	1	150.00	150.00
Backhoe		7/11-7/13/22	16	155.00	2,480.00
303 Mini Excavator		7/12/22	4	152.00	608.00
Breaker [Daily Rental]		7/12/22	1	250.00	250.00
Compaction Wheel- Backhoe [Daily Rental]		7/11/22	1	100.00	100.00
Transport [Move On/Off]		7/13/22	1	150.00	150.00
Backhoe		7/19-7/22/22	22	155.00	3,410.00
303 Mini Excavator		7/20/22	4	152.00	608.00
Transport Backhoe & Mini Ex [Move On/Off]		7/19,7/22	3	150.00	450.00

**Total** \$13,156.00

*A Retn* 351

**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
Architect  IBI Group  
Contractor  Balfour Beatty  
CM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
200 East Driskill St.  
Oxnard, CA 93030

Contingency Request #: 045

Date: 10/18/22

TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

The Contract is changed as follows:

Revise construction fencing at existing west parking lot for added parking spaces and add construction fencing to delineate construction zone for the added NE parking lot addition.  Ref. Cost Event #85	\$ 6,133.00
---	-------------



The cost of this work will be drawn from Contractor Contingency:



The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

CONSTRUCTION MANAGER  
CFW Group, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: 10/18/22

Date: 11/29/2022

Date: 11/29/2022

OWNER - Oxnard School District

By: \_\_\_\_\_

Date: 12/1/22



FENCE FACTORY RENTALS  
PO BOX 7420  
VENTURA, CA 93006-7420

*Rose*

Invoice No. 602514  
Date: 08/16/22  
Page No. 1

Phone: (805)644-4617  
Fax: (805)644-0309

Sold BALFOUR BEATTY CONST. LLC  
To 300 E. ESPLANADE DR  
#1120  
OXNARD, CA 93036

Ship TEMP FENCE AT  
To ROSE AVE ES  
220 S DRISKILL AVE  
OXNARD, CA

Cust 96715 Ship date 08/15/22 Ship via CHANGE ORDER  
Salesman JOH Terms DUE UPON RECEIP

Quantity	Unit	Item Number	Description	Price	Unit	Extension
1	EACH	7	TEMP FENCE CHANGE ORDER, ADDED TO SITE 408' OF 6' HIGH FENCE PAENLS AND 19 FENCE POSTS	1428.00	EA	1,428.00

15650001 Rose Ave. ES  
OK to Pay  
42030 10151000 Misc. Temp Chain Link Fence

Please return bottom portion with payment  
Str: 66 Reg: 662 Drw: 662 Usr: SS 11:11  
AR 1,428.00 Cust: 96715 I 602514

Sale Amt	1,428.00
Sales Tax	.00
Total	1,428.00
Pmt Rec'd	.00
Bal Due	1,428.00

FENCE FACTORY RENTALS  
PO BOX 7420  
VENTURA, CA 93006-7420

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

FENCE FACTORY RENTALS  
PO BOX 7420  
VENTURA, CA 93006-7420

Invoice No. 605374  
Date: 09/09/22  
Page No. 1

Phone: (805)644-4617  
Fax: (805)644-0309

Sold To BALFOUR BEATTY CONST. LLC  
300 E. ESPLANADE DR  
#1120  
OXNARD, CA 93036

Ship To TEMP FENCE AT  
ROSE AVE ES  
220 S DRISKILL AVE  
OXNARD, CA

Cust 96715 Ship date 09/08/22 Ship via CHANGE ORDER  
Salesman REN Terms DUE UPON RECEIP

Quantity	Unit	Item Number	Description	Price	Unit	Extension
1	EACH	7	TEMP FENCE CHANGE ORDER ADDED NEW TO SITE 480' OF 8' HIGH TEMP FENCE PANELS WITH 48- DRIVEN POSTS INSTALLED 465' OF BLUE SCREEN ON FENCE PANELS	4705.00	EA	4,705.00

1565001 Rose Ave. ES  
 42035 10151000 Misc Temp Chain-Link Fence

Please return bottom portion with payment				Sale Amt	4,705.00
Str: 66	Reg: 662	Drw: 662	Usr: SS 08:17	Sales Tax	.00
AR 4,705.00	Cust: 96715	I	605374	Total	4,705.00
				Pmt Rec'd	.00
				Bal Due	4,705.00

FENCE FACTORY RENTALS  
PO BOX 7420  
VENTURA, CA 93006-7420

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

<b>Contingency</b>	Owner	<input checked="checked" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="checked" type="checkbox"/>	IBI Group
<b>Request (CDR)</b>	Contractor	<input checked="checked" type="checkbox"/>	Balfour Beatty
	CM	<input checked="checked" type="checkbox"/>	CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Contingency Request #: 047  Date: 10/19/22
--	--

TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

The Contract is changed as follows:

Provide sawcutting at/adjacent to Phase 1A construction limits as needed to maintain clean limit lines adjacent to the existing campus for fence installation. General Contractor proposes a Contractor Contingency Draw as the exact limits between the phase 1 and phase 1A fencing limit changed through course of year.  Ref. Cost Event #14INT	\$ 3,396.00
---	-------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

<b>CONTRACTOR</b> Balfour Beatty  By:  _____ Date: 11/10/22 _____	<b>ARCHITECT</b> IBI Group  By : _____ Date: _____	<b>CONSTRUCTION MANAGER</b> CFW Group, Inc.  By: _____ Date: _____
---	--	--

OWNER - Oxnard School District By : \_\_\_\_\_ Date: \_\_\_\_\_



## CHANGE ORDER REQUEST

### COR #006 Phase 1A Saw-cutting Limits CE14 INT

**To:** Leon Cavallo, Project Manager  
Balfour Betty  
300 E. Esplanade Drive #1120  
Oxnard, CA 93036

**From:** Tim Harris Project Manager  
**Phone:** (805) 320-1623  
**Email:** [tharris@taftelectric.com](mailto:tharris@taftelectric.com)

**Phone:** (805) 206-8614  
**Email:** [Lcavallo@balfourbetty.com](mailto:Lcavallo@balfourbetty.com)  
**CC:**

**Date Issued:** 8/23/22

<b>Requested Amount:</b>	<b>\$</b>	<b>\$3,396</b>
--------------------------	-----------	----------------

The change in scope for the amount requested above is as follows:

#### COR #007

SCOPE: Taft Subcontracted ICC to sawcut the areas designated by Balfour Beatty

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

This proposal supersedes all previously submitted proposals relating to this same work. Any work from other trades that is required to complete this work is not included as a part of this proposal.

Unless otherwise indicated, this proposal is valid for 30 calendar days from the above date of issuance. Taft Electric reserves the right to revise or amend this proposal should approval or direction to proceed take longer than 30 calendar days.

#### EXCLUSIONS:

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.
4. Any and all parts and labor not specifically listed above or within.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.

Submitted By:

Approved By:

\_\_\_\_\_  
 Tim Harris  
 Project Manager  
 Taft Electric Company  
 Date

\_\_\_\_\_  
 Leon Cavallo  
 Project Manager  
 Balfour Betty Corporation  
 Date

# TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Rose Ave Elementary JOB# 22-2338 TEC COR#: 6

CUST RFP#: \_\_\_\_\_

COR DESCRIPTION: \_\_\_\_\_ DATE: 8/31/2022

CE-14 INT Phase 1A Saw-cutting Limits

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
10 Mil Plastic	\$0.00	50.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>50.00</b>

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
General Foreman	0.00	\$96.24	\$0.00
OT Prem G. Foreman	0.00	\$42.44	\$0.00
DT Prem G. Foreman	0.00	\$0.00	\$0.00
OT Gen Foreman	0.00	\$138.68	\$0.00
Reg Shift Foreman	2.00	\$90.02	\$180.04
OT Prem Foreman	0.00	\$0.00	\$0.00
DT Prem Foreman	0.00	\$167.60	\$0.00
OT Shift Foreman	0.00	\$128.81	\$0.00
Reg Shift JW	0.00	\$83.79	\$0.00
OT Prem Crew	0.00	\$0.00	\$0.00
DT Prem Crew	0.00	\$155.18	\$0.00
OT Shift Crew	0.00	\$119.49	\$0.00
CAD Drafter	0.00	\$0.00	\$0.00
Apprentice 70%	0.00	\$67.67	\$0.00
0.00%			\$0.00
0.00%			\$0.00
<b>SUBTOTAL LABOR</b>			<b>\$180.04</b>
15.00%	<b>OVERHEAD &amp; PROFIT</b>		<b>\$27.01</b>
<b>TOTAL LABOR</b>			<b>\$207.05</b>

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	\$0.00
7.75%	SALES TAX	\$0.00
3.00%	MATERIAL HANDLING	\$0.00
0.00%		\$0.00
	<b>SUBTOTAL MATERIAL</b>	<b>\$0.00</b>
15.00%	<b>OVERHEAD &amp; PROFIT</b>	<b>\$0.00</b>
<b>TOTAL TAKEOFF MATERIAL</b>		<b>\$0.00</b>

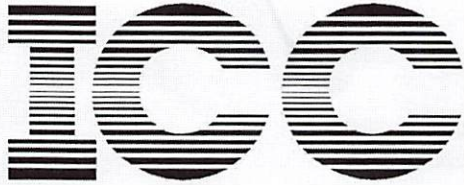
DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.00
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%	TOOLING RENTAL	\$0.00
0.00%	Roto Hammer	\$0.00
2.00%	Fuel Surcharge	\$66.38
0.00%	Dirt Tamper/ wacker	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$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
	<b>SUBTOTAL DJE</b>	<b>\$66.38</b>
15.00%	<b>OVERHEAD &amp; PROFIT</b>	<b>\$9.96</b>
<b>TOTAL DJE</b>		<b>\$76.34</b>

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	<b>SUBTOTAL QUOTES</b>	<b>\$0.00</b>
7.75%	SALES TAX	\$0.00
0.00%	MATERIAL HANDLING	\$0.00
0.00%		\$0.00
0.00%		\$0.00
	<b>SUBTOTAL QUOTES</b>	<b>\$0.00</b>
15.00%	<b>OVERHEAD &amp; PROFIT</b>	<b>\$0.00</b>
<b>TOTAL QUOTES</b>		<b>\$0.00</b>

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
ICC	Invoice # 101516	\$2,469.00
ICC	Invoice # 101586	\$495.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	<b>SUBTOTAL SUBCONTRACTS</b>	<b>\$2,964.00</b>
5.00%	<b>OVERHEAD &amp; PROFIT</b>	<b>\$148.20</b>
<b>TOTAL SUBCONTRACTS</b>		<b>\$3,112.20</b>

CHANGE REQUEST SUMMARY		
TAKEOFF MATERIAL	\$0.00	
QUOTED MATERIAL	\$0.00	
SUBCONTRACTORS	\$3,112.20	
LABOR EXPENSES	\$207.05	
DIRECT JOB EXPENSES	\$76.34	
<b>SUBTOTAL CHANGE REQUEST</b>	<b>\$3,395.59</b>	
0.00%	Bond	\$0.00
<b>CHANGE PROPOSAL TOTAL</b>		<b>\$3,396</b>

112480



INDEPENDENT CONCRETE CUTTING, INC

# INVOICE

3411 CAMINO DEL SOL  
OXNARD, CA 93030-8985  
LIC. #543268  
(818) 785-8498 (805) 988-0016  
(661) 274-0206

Job Site Information
Job #: DIR# 391779 ROSE AVENUE ELEM 220 S. DRISKILL ST X ROSE AVE OXNARD,

JUL 29 2022

Customer Information
Taft Electric Company P.O. BOX 3416 Ventura, CA 93006
<b>INVOICE REQUIRES PROJECT MANAGER APPROVAL</b>
<i>TIM Harris / sera (LC)</i>

Information
INVOICE: 101586      DATE: 06/30/22 12 P.O. No: S20-2338-009 Date of work: 06/27/22  Job Ticket: 363449
<b>Release Needed</b>

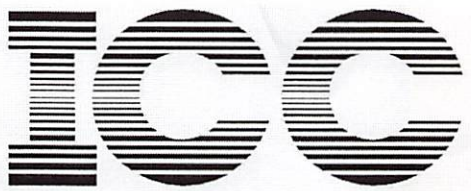
PAYMENT TO BE PAID C.O.D. OR NET 30 DAYS

QUANTITY	DESCRIPTION	RATE	AMOUNT
1.00	ADD TO ORIGINAL CONTRACT AMOUNT FLAT-SAW ON 06-27-22 155' x 4" ASPHALT PAVING	495.00	495.00
<b>SUB-TOTAL:</b>			495.00

*5% Retn = 24.75  
Total Due = 470.25*

**GRAND TOTAL:** 495.00

112480



INDEPENDENT CONCRETE CUTTING, INC

# INVOICE

3411 CAMINO DEL SOL  
OXNARD, CA 93030-8985  
LIC. #543268  
(818) 785-8498 (805) 988-0016  
(661) 274-0206

Job Site Information	
Job #: DIR# 391779	
ROSE AVENUE ELEM	
220 S. DRISKILL ST	
X ROSE AVE	<b>JUL 29 2022</b>
OXNARD,	

Customer Information
Taft Electric Company P.O. BOX 3416 VENTURA, CA 93006
<b>INVOICE REQUIRES PROJECT MANAGER APPROVAL</b>
<i>Tim Hartis / sera (LC)</i>

Information
INVOICE: 101516      DATE: 06/29/22 12
P.O. No: S20-2338-009
Date of work: 06/20/22
Job Ticket: 363455
<b>Release Needed</b>

PAYMENT TO BE PAID C.O.D. OR NET 30 DAYS

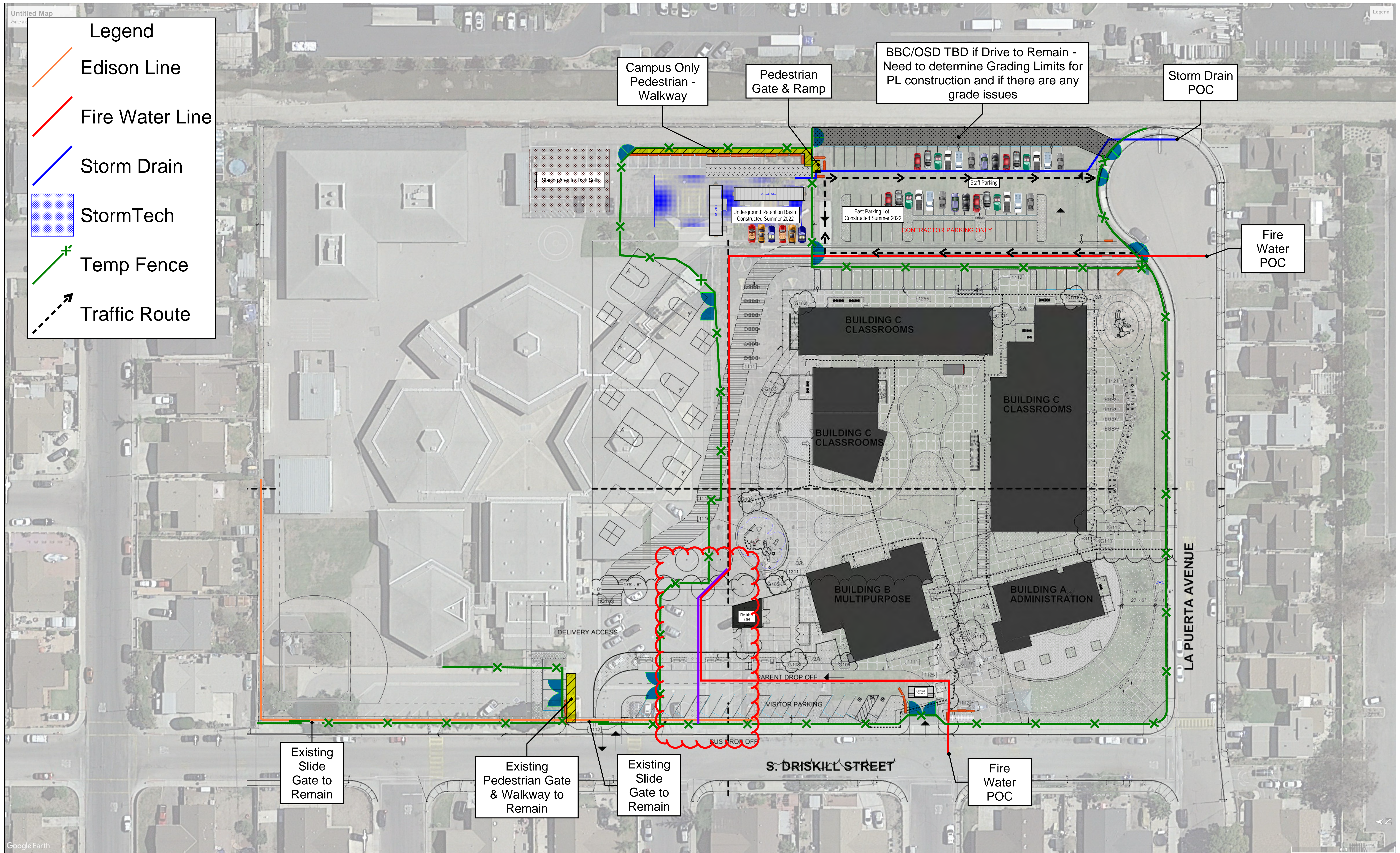
QUANTITY	DESCRIPTION	RATE	AMOUNT
1.00	FLAT SAW EXISTING ASPHALT PAVING PER CONTRACT 100% COMPLETE	2,469.00	2,469.00
<b>SUB-TOTAL:</b>			2,469.00

*5% Retn = 123.45  
Total Due = 2,345.55*

**GRAND TOTAL:** 2,469.00 **359**

# Rose Ave ES Reconstruction

## Logistic Plan Phase 1a







## Tim Harris

---

**From:** Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>  
**Sent:** Thursday, June 23, 2022 1:30 PM  
**To:** Ronald Franco  
**Cc:** Tim Harris; Cavallo, Leon; Garcia, Alex  
**Subject:** RE: Additional Sawcut Monday 6/27 ICC  
**Attachments:** Rose Ave ES\_Addtl Sawcut.pdf

**Categories:** [Rose Ave K5 School]

Hi Ron,

Please see attached plan showing location of sawcut.

Let me know if you have any questions.

Thank you,

### Filbert Carbajal

Project Engineer | Balfour Beatty  
C: 805-266-1052  
E: fcarbajal@balfourbeattyus.com | www.balfourbeattyus.com

### Balfour Beatty

---

**From:** Garcia, Alex <AlexGarcia@Balfourbeattyus.com>  
**Sent:** Thursday, June 23, 2022 11:44  
**To:** Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>  
**Cc:** Ronald Franco <RFranco@taftelectric.com>; Tim Harris <tharris@taftelectric.com>; Cavallo, Leon <LCavallo@Balfourbeattyus.com>  
**Subject:** RE: Additional Sawcut Monday 6/27 ICC

Filbert, please send a sketch to Taft reflecting the additional saw cutting.

### Alexander Garcia

Project Superintendent | Balfour Beatty  
O: 805-983-1558 | C: 805-400-5787  
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

### Balfour Beatty

---

**From:** Tim Harris <[tharris@taftelectric.com](mailto:tharris@taftelectric.com)>  
**Sent:** Thursday, June 23, 2022 11:18 AM  
**To:** Ronald Franco <[RFranco@taftelectric.com](mailto:RFranco@taftelectric.com)>

**Cc:** Garcia, Alex <[AlexGarcia@Balfourbeattyus.com](mailto:AlexGarcia@Balfourbeattyus.com)>; Cavallo, Leon <[LCavallo@Balfourbeattyus.com](mailto:LCavallo@Balfourbeattyus.com)>

**Subject:** RE: Additional Sawcut Monday 6/27 ICC

External Email

Alex and Leon,

Can you provide a directive for the additional 150' and do you have a map of the location?



Tim Harris | Project Manager  
**TAFT ELECTRIC COMPANY**  
805-654-7962 - Direct  
805-320-1623 - Cell  
**Serving all of California**

---

**From:** Ronald Franco <[RFranco@taftelectric.com](mailto:RFranco@taftelectric.com)>

**Sent:** Thursday, June 23, 2022 8:59 AM

**To:** Tim Harris <[tharris@taftelectric.com](mailto:tharris@taftelectric.com)>

**Subject:** RE: Additional Sawcut Monday 6/27 ICC

Tim,

Can we schedule ICC again for Alex?



Ronald Franco  
**TAFT ELECTRIC COMPANY**  
805-535-0391 - Cell  
**Serving all of California**

---

**From:** Garcia, Alex <[AlexGarcia@Balfourbeattyus.com](mailto:AlexGarcia@Balfourbeattyus.com)>

**Sent:** Thursday, June 23, 2022 8:39 AM

**To:** Ronald Franco <[RFranco@taftelectric.com](mailto:RFranco@taftelectric.com)>; Tim Harris <[tharris@taftelectric.com](mailto:tharris@taftelectric.com)>

**Cc:** Cavallo, Leon <[LCavallo@Balfourbeattyus.com](mailto:LCavallo@Balfourbeattyus.com)>; Reyes, David M. <[DavidReyes@Balfourbeattyus.com](mailto:DavidReyes@Balfourbeattyus.com)>; Hurtado Vazquez, Ivan <[IHVazquez@Balfourbeattyus.com](mailto:IHVazquez@Balfourbeattyus.com)>

**Subject:** Additional Sawcut Monday 6/27 ICC

Ron, as mentioned please schedule ICC for Monday 6/27. We have additional saw cutting at the parking lot area, approximately 150ft.

### Alexander Garcia

Project Superintendent | Balfour Beatty

O: 805-983-1558 | C: 805-400-5787

E: [alexgarcia@balfourbeattyus.com](mailto:alexgarcia@balfourbeattyus.com) | [www.balfourbeattyus.com](http://www.balfourbeattyus.com)

**Balfour Beatty**

## Tim Harris

---

**From:** Cavallo, Leon <LCavallo@Balfourbeattyus.com>  
**Sent:** Thursday, June 9, 2022 3:20 PM  
**To:** Tim Harris  
**Cc:** Garcia, Alex; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com  
**Subject:** FW: Rose Ave ES\_Sawcut Takeoff 2022-06-09  
**Attachments:** Rose Ave ES\_Sawcut Takeoff 2022-06-09.pdf

**Categories:** [Rose Ave K5 School]

Tim,

Please see the attached LF for the saw-cutting we'd like your tier perform. We'll reimburse you via an internal change order.

Thanks,

### Leon Cavallo , CMIT

Project Manager | Balfour Beatty

C: 805-206-8614

E: lcavallo@balfourbeattyus.com | www.balfourbeattyus.com Oxnard , CA 93036

### Balfour Beatty

---

**From:** Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>  
**Sent:** Thursday, June 9, 2022 10:58 AM  
**To:** Cavallo, Leon <LCavallo@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>  
**Cc:** com-inbound-rose-ave-elem-school-reconstruction@procoretech.com  
**Subject:** Rose Ave ES\_Sawcut Takeoff 2022-06-09

Team – Please see attached sawcut takeoff.

Thank you,

### Filbert Carbajal

Project Engineer | Balfour Beatty

C: 805-266-1052

E: fcarbajal@balfourbeattyus.com | www.balfourbeattyus.com Oxnard , CA 93036

### Balfour Beatty

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Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 CM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 050 R2  
 Date: 5/25/23

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event #95 RFI 264.1 Bldg C - Batt Insulation</p> <p>Provide labor, materials and equipment to provide additional Insulation at Bldg C classrooms North and South per RFI 264.1</p>	<p>\$ 5,957.24</p>
---	--------------------

The cost of this work will be drawn from Contractor Contingency:

The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

CONSTRUCTION MANAGER  
 CFW Group, Inc.

By: Rafael Flamills

By: [Signature]

By: \_\_\_\_\_

Date: 5/25/23

Date: 05/30/2023

Date: \_\_\_\_\_

OWNER - Oxnard School District

By: \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	5-25-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	095
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

<b>Description of Work:</b>			
Ref. Cost Event #095/Contingency Draw Request #050 R2 RFI 264.1 Bldg C - Batt Insulation			
Provide labor, materials and equipment to provide additional Insulation at Bldg C classrooms North and South per RFI 264.1.			
<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A:</b>	\$ -
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Premier Drywall Labor	\$	2,644.16	
Premier Drywall Material & Equipment	\$	2,536.05	
Premier Drywall (O&P @ 15%)	\$	777.03	
		<b>Subtotal B:</b>	\$ 5,957.24
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C:</b>	\$ -
<b>D. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	\$ -
<b>E. Bond at 1%</b>	\$	-	<b>Subtotal E:</b> \$ -
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>5,957.24</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2023-05-25

Print Name & Title (General Contractor)

Signature

Date



Division of Pre Con Industries, Inc  
PO Box 5728

Toll Free: 1800.928.6650  
Direct: 805.928.3397  
Fax: 805.928.0977

License #809679

# Change in Plans and Specifications

<b>To:</b>	Rafael Alamillo	<b>Fax:</b>	
<b>Company:</b>	Balfour Beatty	<b>Date:</b>	5/24/2023
<b>From:</b>	Usvaldo Cardenas	<b>Page:</b>	2
<b>Project:</b>	Rose Avenue K-5 School		

**CE# 11.1** Description Of Work: Per RFI #264.1 dated 1/25/23, this is for additional Insulation at Bldg C classrooms North and South. Wall types A2 and A3 show no insulation which will now be installed per attached drawings in the RFI #264.1. "Insulation in A2 Wall on GL 1C 1st/2nd Floor was Removed and used were called out."- This sqft was removed and revised in our Total Sqft Material.

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

**Description Of Work: Per RFI #264.1 dated 1/25/23, this is for additional Insulation at Bldg C classrooms North and South. Wall types A2 and A3 show no insulation which will now be installed per attached drawings in the RFI #264.1. "Insulation in A2 Wall on GL 1C 1st/2nd Floor was Removed and used were called out."- This sqft was removed and revised in our Total Sqft Material.**

<b>Labor:</b>	\$	<b>2,644.16</b>
<b>Materials &amp; Equip:</b>	\$	<b>2,536.05</b>
<b>Overhead/Profit 15%:</b>	\$	<b>777.03</b>
<b>Total Amount:</b>	\$	<b>5,957.24</b>

**\*Please sign and fax back to continue with material order\***  
For which an add of \$ **5,957.24** is made to contract price and an additional (4) work day(s) is added to scope.

CHANGE AUTHORIZED BY:  
Signed \_\_\_\_\_

Dated \_\_\_\_\_

**CONFIDENTIAL**





Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg C - Batt Insulation

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	01/25/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C	<b>DUE DATE:</b>	02/09/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	07 21 16 - Blanket Insulation
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

### Question from Filbert Carbajal (Balfour Beatty) at 03:37 PM on 01/25/2023

1. Please confirm that the insulation along Grid Line 1c at the interior wall in Classrooms 1-401 and 2-412 is to be omitted - see attached.
2. Please confirm that batt insulation along back of furnace walls in Bldg C classrooms is to be provided - see attached.
3. Please confirm that the insulation along Grid Line 12c at the interior wall in Classroom 1-406 and ~~2-420~~<sup>2-417</sup> is to be provided - see attached.

**Attachments:**

[RFI 264.1 Bldg C - Batt Insulation FC 2023-01-18.pdf](#)

Awaiting an Official Response

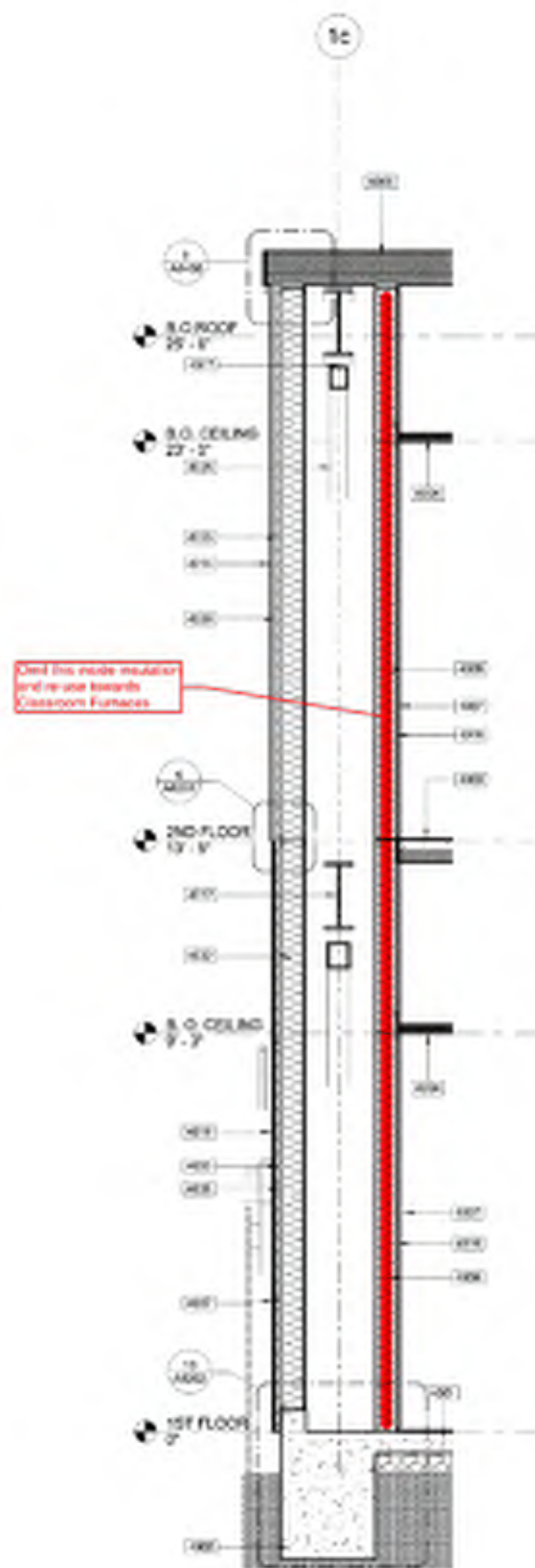
### All Replies:

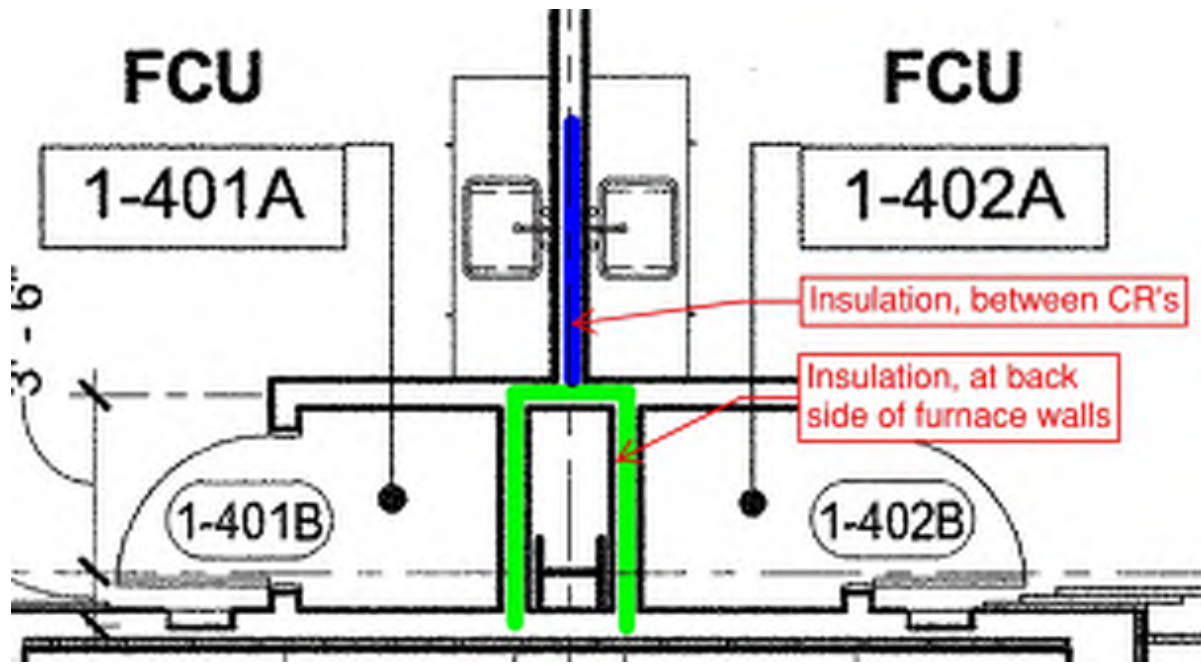
1. No Exceptions Taken.
2. No Exceptions Taken.
3. No Exceptions Taken.

Ruben R.  
 IBI Group  
 01/26/2023

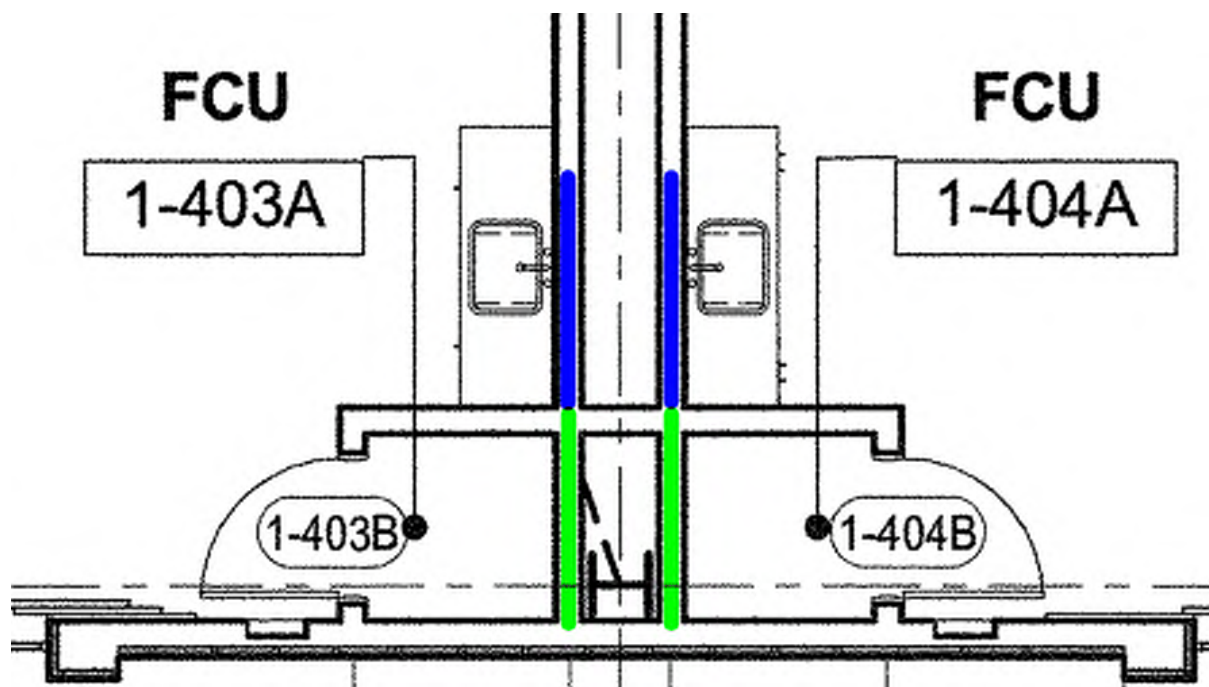
*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_

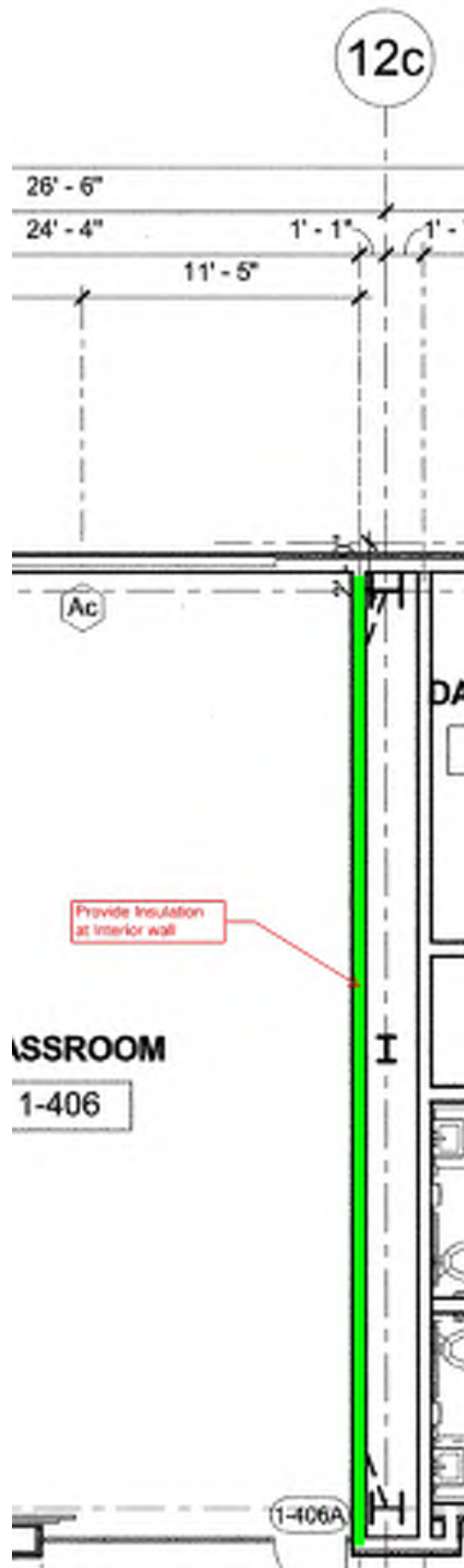


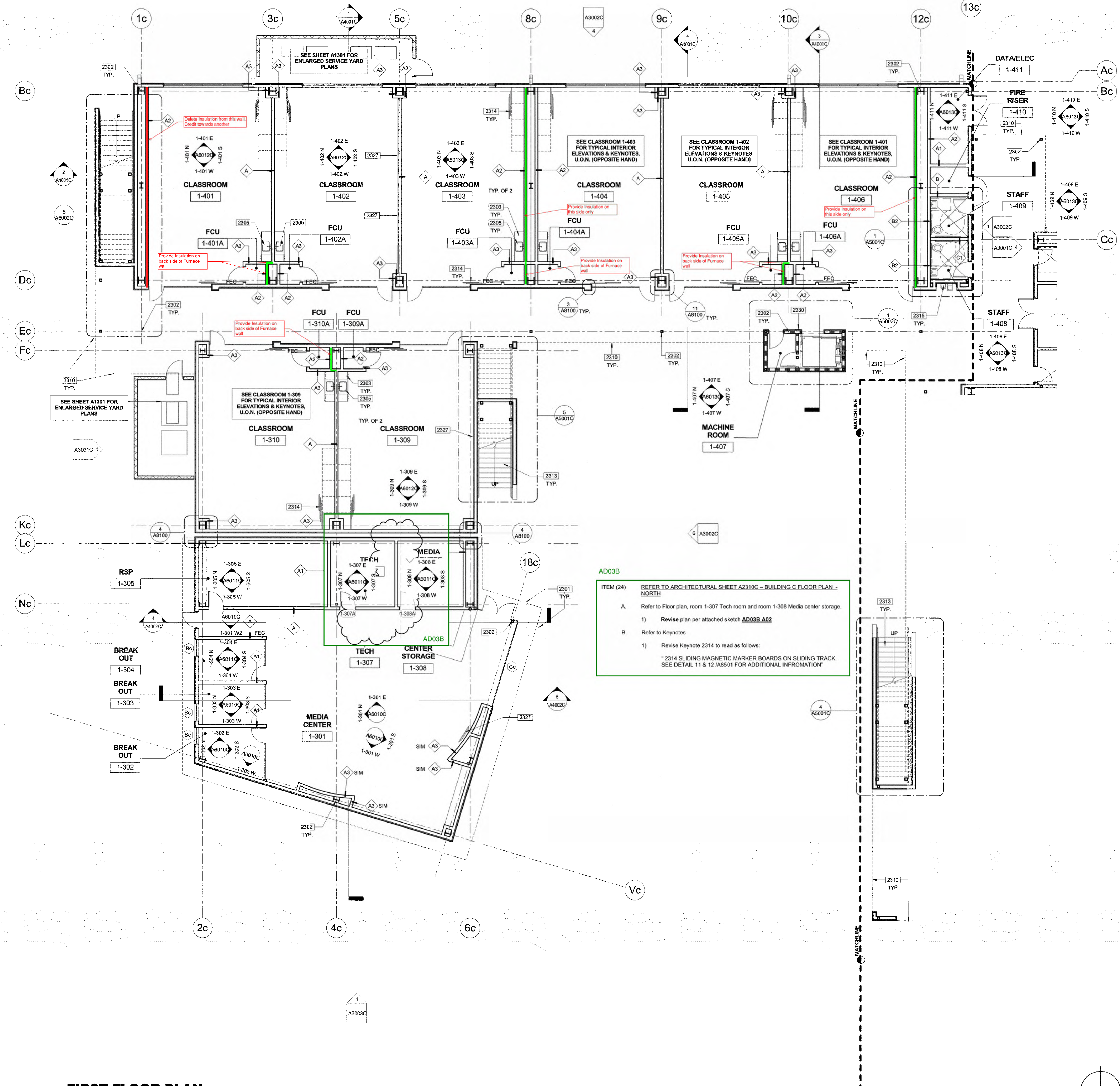


See attached Sheets for Clarification



See attached Sheets for Clarification





### 2300-GENERAL NOTES

- REFER TO SHEET A9101 FOR FINISH SCHEDULE.
- REFER TO INTERIOR ELEVATION FOR ALL WALL MOUNTED ITEMS AND CABINET TYPES.
- REFER TO STRUCTURAL DRAWINGS FOR FRAMING OF OPENINGS.
- PROVIDE METAL STUD BACKING AT ALL LOCATIONS OF WALL MOUNTED ITEMS INCLUDING, BUT NOT LIMITED TO CASEWORK, TOILET ACCESSORIES, OWNER PROVIDED ACCESSORIES, ELECTRICAL, FIRE ALARM DEVICES AND BRACKETS OF WALL MOUNTED EQUIPMENT.

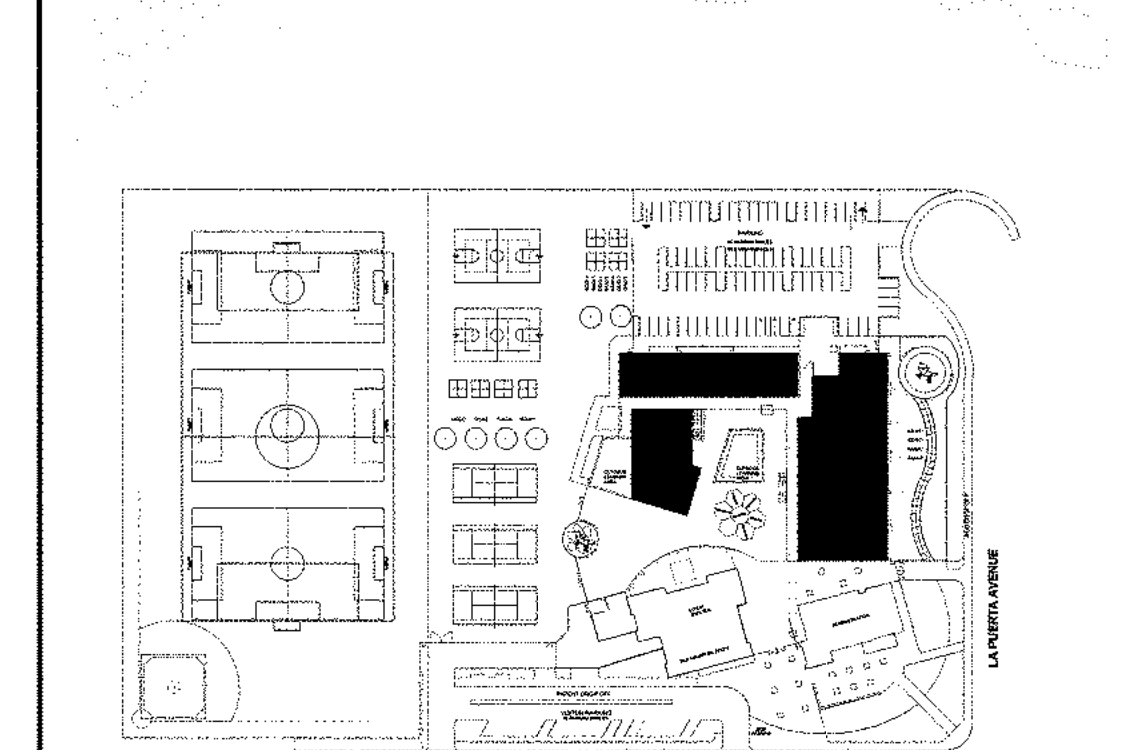
### 2300- KEYNOTES

- 2301 LINE OF ROOF / AWNING ABOVE SHOWN DASHED.  
 2302 STEEL COLUMN, SEE STRUCTURAL DRAWINGS.  
 2303 PLASTIC LAMINATED CASEWORK & COUNTERTOPS, SEE INTERIOR ELEVATIONS.  
 2305 PLUMBING FIXTURE, SEE PLUMBING DRAWINGS.  
 2310 LINE OF WALKWAY ABOVE SHOWN DASHED.  
 2313 STAIRS  
 2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING TRACK - AD03B  
 2315 HI-LOW ACCESSIBLE DRINKING FOUNTAIN, SEE PLUMBING DRAWINGS.  
 2327 TELEVISION, OWNER FURNISHED, CONTRACTOR INSTALLED.  
 2330 ELEVATOR SIGNAGE, SEE DETAIL 12/A9100.  
 2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING TRACK. SEE DETAIL 11 & 12/A8501 FOR ADDITIONAL INFORMATION.  
 AD03B

### LEGEND

- NOTE: ALL SYMBOLS AND PATTERNS MAY NOT NECESSARILY OCCUR ON THIS SHEET.
- METAL STUD WALL FRAMING. SEE KEYNOTES AND WALL TYPES SHEET A8200 FOR ADDITIONAL INFORMATION
  - 1 HR WALL PER DETAIL A4A8200
  - 60" DIA. ACCESSIBLE FLOOR SPACE LOCATION
  - 30" X 48" ACCESSIBLE FLOOR SPACE LOCATION
  - 60" X 60" ACCESSIBLE FLOOR SPACE LOCATION
  - A DENOTES ACCESSIBLE SPACE / FIXTURE
  - FEC FIRE EXTINGUISHER CABINET WITH 2A:10B:C FIRE EXTINGUISHER AND VALID CERTIFICATION TAG.
  - ENCLOSED INACCESSIBLE AREA

### KEY PLAN



CLIENT  
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 DIV. OF THE STATE ARCHITECT  
 OFFICE OF REGULATION SERVICES  
 03-119284  
 AC. PLS. SEE PAGES  
 DATE: FEB 10 2018

PRIME CONSULTANT  
**IBI**  
 315 W 9th Street, Suite 600  
 Los Angeles, CA 90015  
 tel (213) 769-0011 fax (213) 769-0016  
 ibigroup.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST,  
 OXNARD, CA 93030

PROJECT NO:  
 109990

DRAWN BY:  
 SDH

PROJECT MGR:  
 Designer

SCALE:  
 As Indicated

CHECKED BY:  
 Checker

APPROVED BY:  
 Approver

DATE:  
 06/05/2019

SHEET TITLE  
**BUILDING C - FIRST FLOOR  
 PLAN - NORTH**

SHEET NUMBER  
**A2310C**

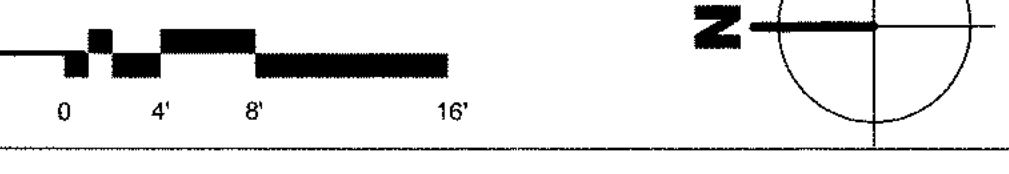
ISSUE

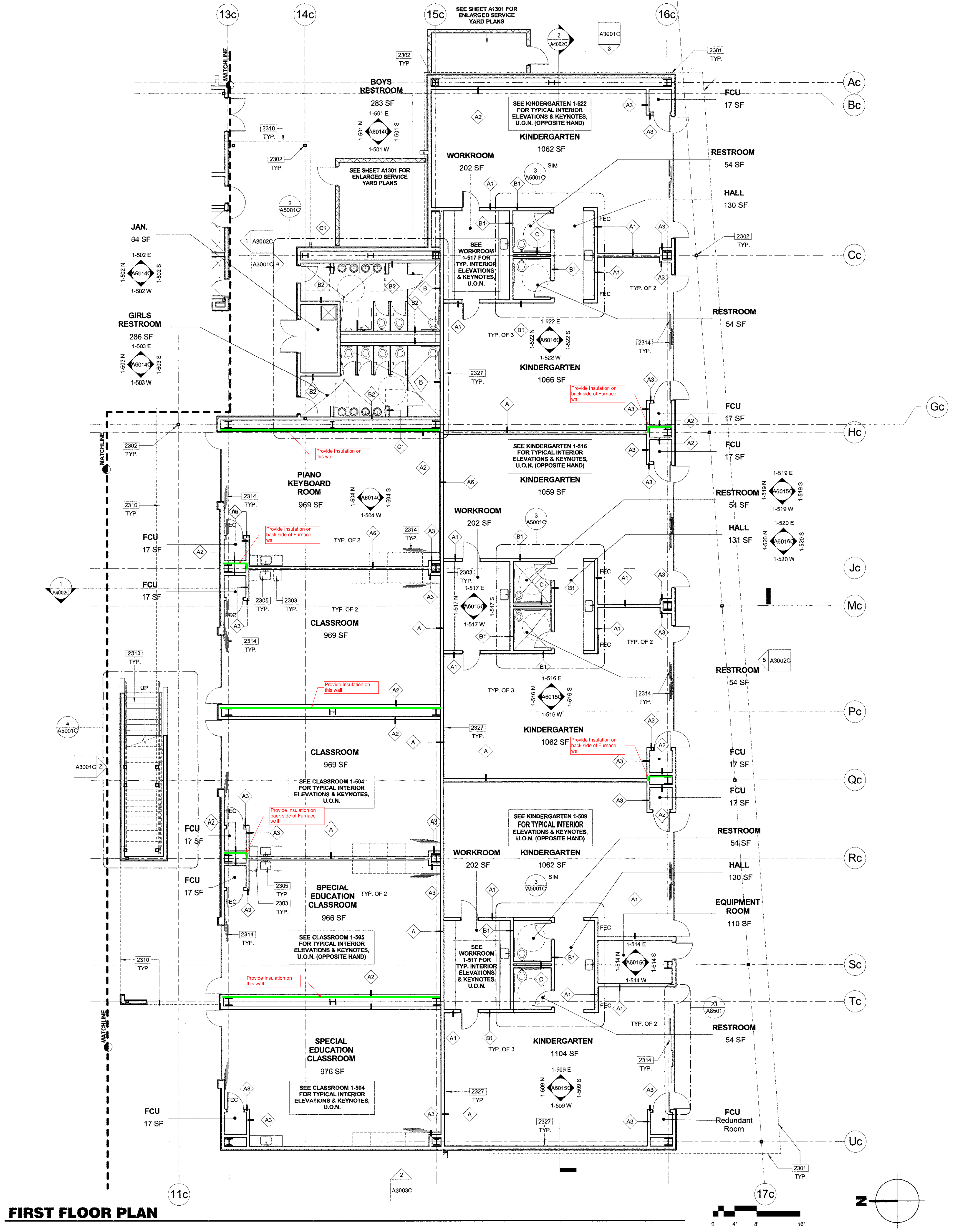
AD03B  
 ITEM (24) REFER TO ARCHITECTURAL SHEET A2310C - BUILDING C FLOOR PLAN - NORTH

A. Refer to Floor plan, room 1-307 Tech room and room 1-308 Media center storage.  
 1) Revise plan per attached sketch AD03B A02

B. Refer to Keynotes  
 1) Revise Keynote 2314 to read as follows:  
 " 2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING TRACK. SEE DETAIL 11 & 12/A8501 FOR ADDITIONAL INFORMATION"

## FIRST FLOOR PLAN





**FIRST FLOOR PLAN**

**2300-GENERAL NOTES**

- REFER TO SHEET A9101 FOR FINISH SCHEDULE.
- REFER TO INTERIOR ELEVATION FOR ALL WALL MOUNTED ITEMS AND CABINET TYPES.
- REFER TO STRUCTURAL DRAWINGS FOR FRAMING OF OPENINGS.
- PROVIDE METAL STUD BACKING AT ALL LOCATIONS OF WALL MOUNTED ITEMS INCLUDING, BUT NOT LIMITED TO CASEWORK, TOILET ACCESSORIES, OWNER PROVIDED ACCESSORIES, ELECTRICAL, FIRE ALARM DEVICES AND BRACKETS OF WALL MOUNTED EQUIPMENT.

**2300- KEYNOTES**

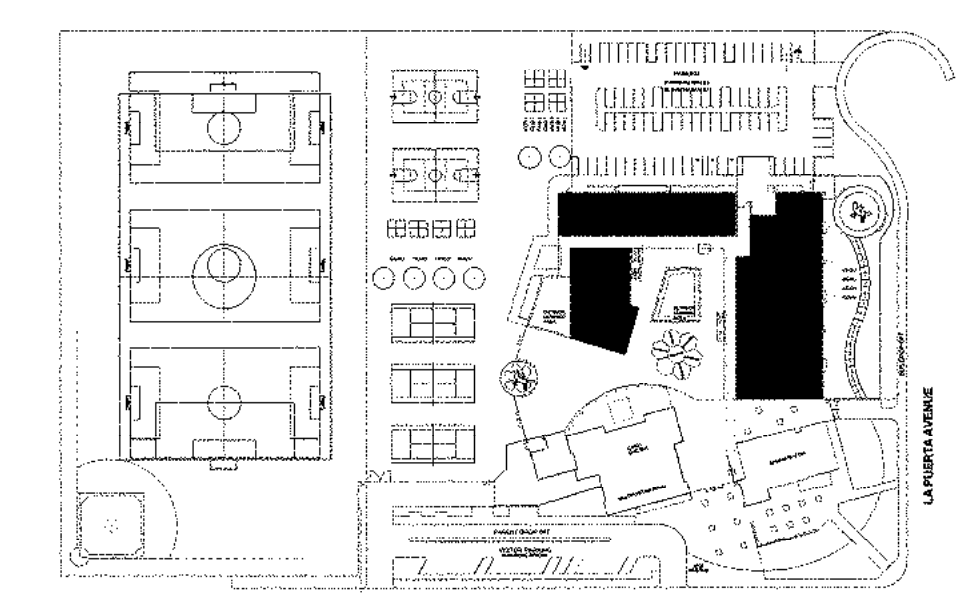
- 2301 LINE OF ROOF / AWNING ABOVE SHOWN DASHED.
- 2302 STEEL COLUMN. SEE STRUCTURAL DRAWINGS.
- 2303 PLASTIC LAMINATED CASEWORK & COUNTERTOP. SEE INTERIOR ELEVATIONS.
- 2305 PLUMBING FIXTURE. SEE PLUMBING DRAWINGS.
- 2310 LINE OF WALKWAY ABOVE SHOWN DASHED.
- 2313 STAIRS
- 2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING TRACK. AD03B
- 2327 TELEVISION. OWNER FURNISHED. CONTRACTOR INSTALLED.

AD03B  
 ITEM (27) REFER TO ARCHITECTURAL SHEET A2311C - BUILDING C FLOOR PLAN SOUTH  
 A. Refer to Keynotes  
 1) Revise Keynote 2314 to read as follows:  
 \* 2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING TRACK. SEE DETAIL 11 & 12 /A8501 FOR ADDITIONAL INFORMATION\*

**LEGEND**

- NOTE: ALL SYMBOLS AND PATTERNS MAY NOT NECESSARILY OCCUR ON THIS SHEET.
- METAL STUD WALL FRAMING. SEE KEYNOTES AND WALL TYPES SHEET A8200 FOR ADDITIONAL INFORMATION
  - 1 HR WALL PER DETAIL A4A8200
  - 60" DIA. ACCESSIBLE FLOOR SPACE LOCATION
  - 30" X 48" ACCESSIBLE FLOOR SPACE LOCATION
  - 60" X 60" ACCESSIBLE FLOOR SPACE LOCATION
  - A DENOTES ACCESSIBLE SPACE / FIXTURE
  - FEC FIRE EXTINGUISHER CABINET WITH 2A:10B:C FIRE EXTINGUISHER AND VALID CERTIFICATION TAG.
  - ENCLOSED INACCESSIBLE AREA

**KEY PLAN**



CLIENT  
**OXNARD SCHOOL DISTRICT**  
 220 S. Driskill St, Oxnard, CA 93030

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NO.	ISSUANCE	DATE

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03-119284	
DATE: Jul 10 2019	

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 315 W 9th Street, Suite 600  
 Los Angeles, CA 90015  
 Tel: (213) 769-0211 Fax: (213) 769-0019  
 ibigroup.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST.  
 OXNARD, CA 93030

PROJECT NO:  
 109990

DRAWN BY:  
 BCH

CHECKED BY:  
 Checker

PROJECT MGR:  
 Designer

APPROVED BY:  
 Approver

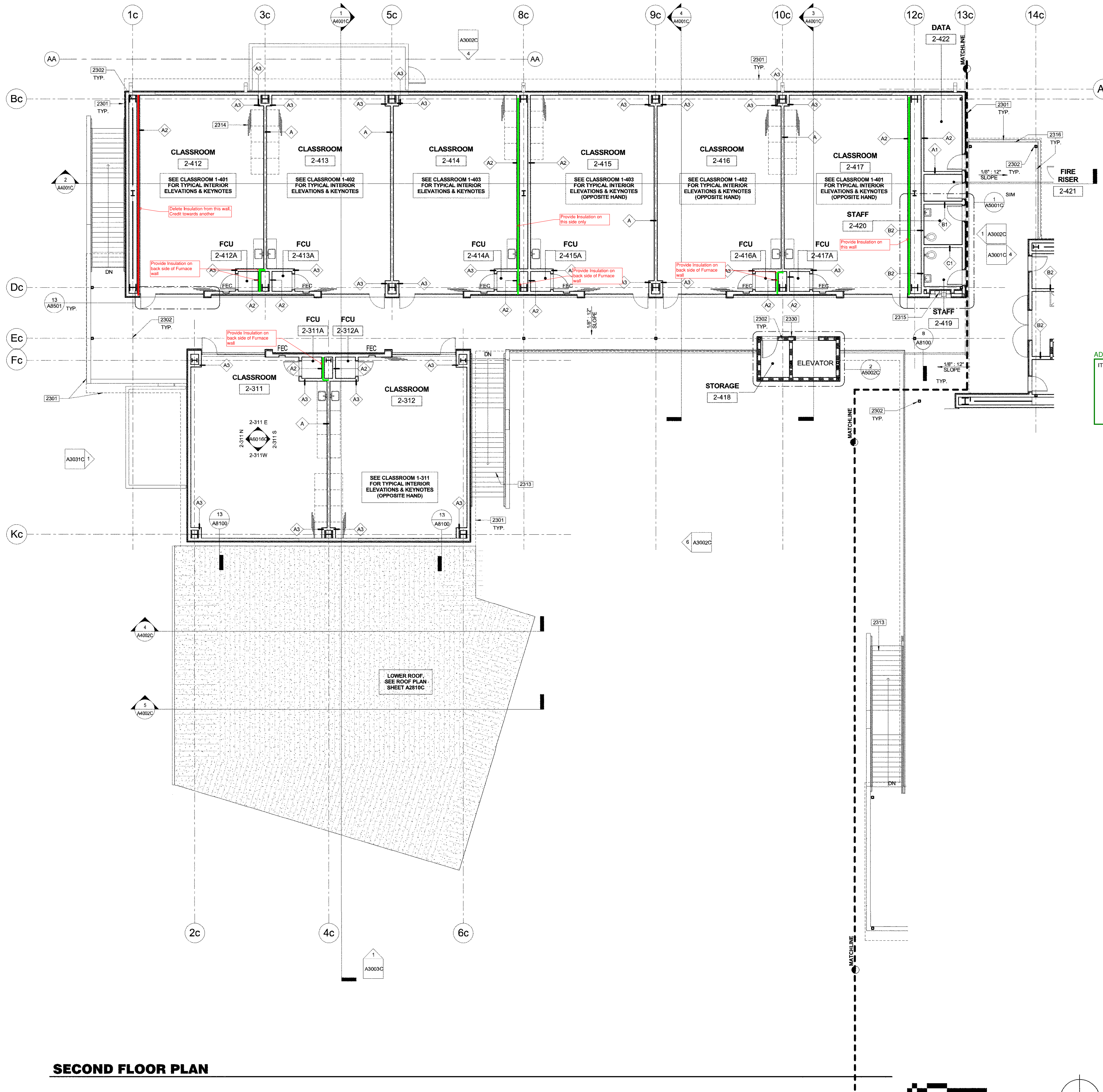
SCALE:  
 As indicated

DATE:  
 06/05/2019

SHEET TITLE  
**BUILDING C - FIRST FLOOR PLAN - SOUTH**

SHEET NUMBER  
**A2311C**

ISSUE



**SECOND FLOOR PLAN**



**2300-GENERAL NOTES**

- REFER TO SHEET A9101 FOR FINISH SCHEDULE.
- REFER TO INTERIOR ELEVATION FOR ALL WALL MOUNTED ITEMS AND CABINET TYPES.
- REFER TO STRUCTURAL DRAWINGS FOR FRAMING OF OPENINGS.
- PROVIDE METAL STUD BACKING AT ALL LOCATIONS OF WALL MOUNTED ITEMS INCLUDING, BUT NOT LIMITED TO CASEWORK, TOILET ACCESSORIES, OWNER PROVIDED ACCESSORIES, ELECTRICAL, FIRE ALARM DEVICES AND BRACKETS OF WALL MOUNTED EQUIPMENT.

**2300- KEYNOTES**

- 2301 LINE OF ROOF / AWNING ABOVE SHOWN DASHED.  
 2302 STEEL COLUMN, SEE STRUCTURAL DRAWINGS.  
 2313 STAIRS  
 2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING TRACK - AD03B  
 2315 HI-LOW ACCESSIBLE DRINKING FOUNTAIN, SEE PLUMBING DRAWINGS.  
 2316 GUARDRAIL  
 2317 WALKWAY  
 2330 ELEVATOR SIGNAGE, SEE DETAIL 12/A8700.
- \* 2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING TRACK. SEE DETAIL 11 & 12 /A8501 FOR ADDITIONAL INFORMATION\*

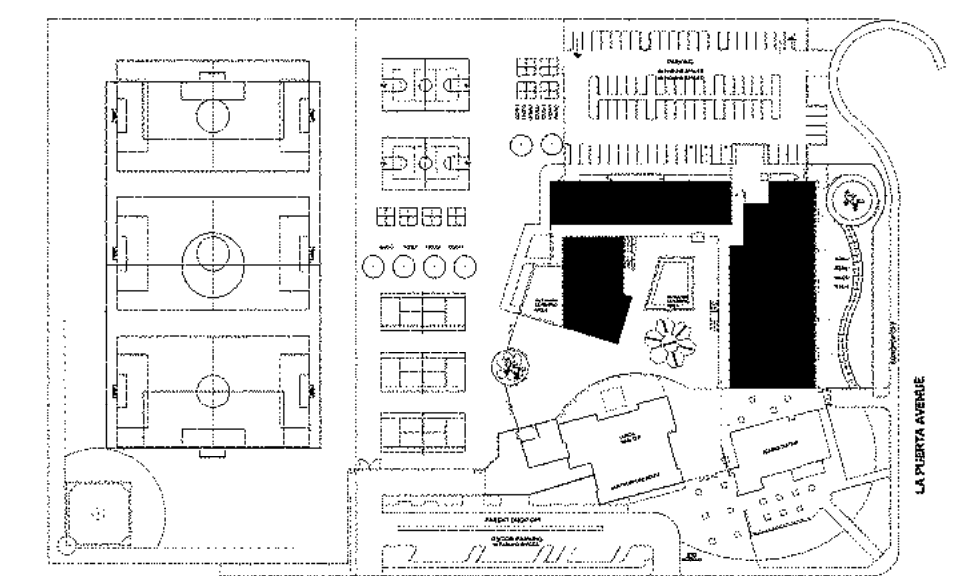
AD03B  
 ITEM (28)  
 REFER TO ARCHITECTURAL SHEET A2320C - BUILDING C FLOOR PLAN NORTH

A.  
 Refer to Keynotes  
 1) Revise Keynote 2320 to read as follows:  
 \* 2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING TRACK. SEE DETAIL 11 & 12 /A8501 FOR ADDITIONAL INFORMATION\*

**LEGEND**

- NOTE: ALL SYMBOLS AND PATTERNS MAY NOT NECESSARILY OCCUR ON THIS SHEET.
- METAL STUD WALL FRAMING. SEE KEYNOTES AND WALL TYPES SHEET A8200 FOR ADDITIONAL INFORMATION
  - 1 HR WALL PER DETAIL A4/A8200
  - 60" DIA. ACCESSIBLE FLOOR SPACE LOCATION
  - 30" X 48" ACCESSIBLE FLOOR SPACE LOCATION
  - 60" X 60" ACCESSIBLE FLOOR SPACE LOCATION
  - ▲ DENOTES ACCESSIBLE SPACE / FIXTURE
  - FEC FIRE EXTINGUISHER CABINET WITH 2A-10B-C FIRE EXTINGUISHER AND VALID CERTIFICATION TAG.
  - ENCLOSED INACCESSIBLE AREA

**KEY PLAN**



CLIENT  
**OXNARD SCHOOL DISTRICT**  
 220 S. Driskill St, Oxnard, CA 93030

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03-119284	
DATE: JUL 10 2018	

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PRIME CONSULTANT

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 Los Angeles, CA 90015  
 Tel: (213) 769-0011 Fax: (213) 769-0016  
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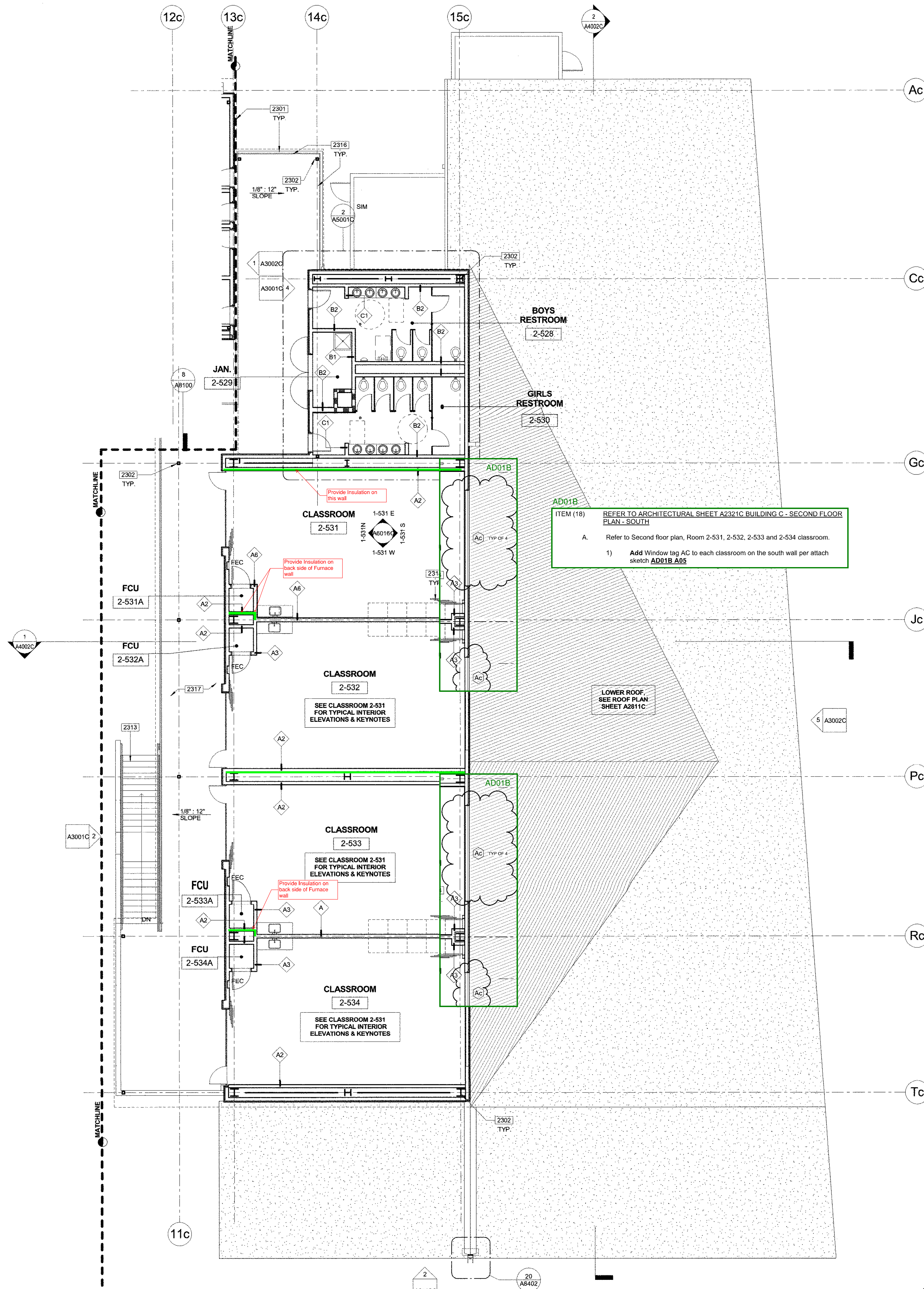
PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST.  
 OXNARD, CA 93030

PROJECT NO:  
109990

DRAWN BY: SCH	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver
SCALE: As indicated	DATE: 06/05/2019

SHEET TITLE  
**BUILDING C - SECOND FLOOR PLAN - NORTH**

SHEET NUMBER <b>A2320C</b>	ID/UC
-------------------------------	-------



**SECOND FLOOR PLAN**

**2300-GENERAL NOTES**

- REFER TO SHEET A9101 FOR FINISH SCHEDULE.
- REFER TO INTERIOR ELEVATION FOR ALL WALL MOUNTED ITEMS AND CABINET TYPES.
- REFER TO STRUCTURAL DRAWINGS FOR FRAMING OF OPENINGS.
- PROVIDE METAL STUD BACKING AT ALL LOCATIONS OF WALL MOUNTED ITEMS INCLUDING, BUT NOT LIMITED TO CASEWORK, TOILET ACCESSORIES, OWNER PROVIDED ACCESSORIES, ELECTRICAL, FIRE ALARM DEVICES AND BRACKETS OF WALL MOUNTED EQUIPMENT.

**2300- KEYNOTES**

- 2301 LINE OF ROOF / AWNING ABOVE SHOWN DASHED.
  - 2302 STEEL COLUMN, SEE STRUCTURAL DRAWINGS.
  - 2313 STAIRS
  - 2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING TRACK. AD03B
  - 2316 GUARDRAIL
  - 2317 WALKWAY
- \* 2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING TRACK. SEE DETAIL 11 & 12 /A8501 FOR ADDITIONAL INFORMATION\*  
AD03B

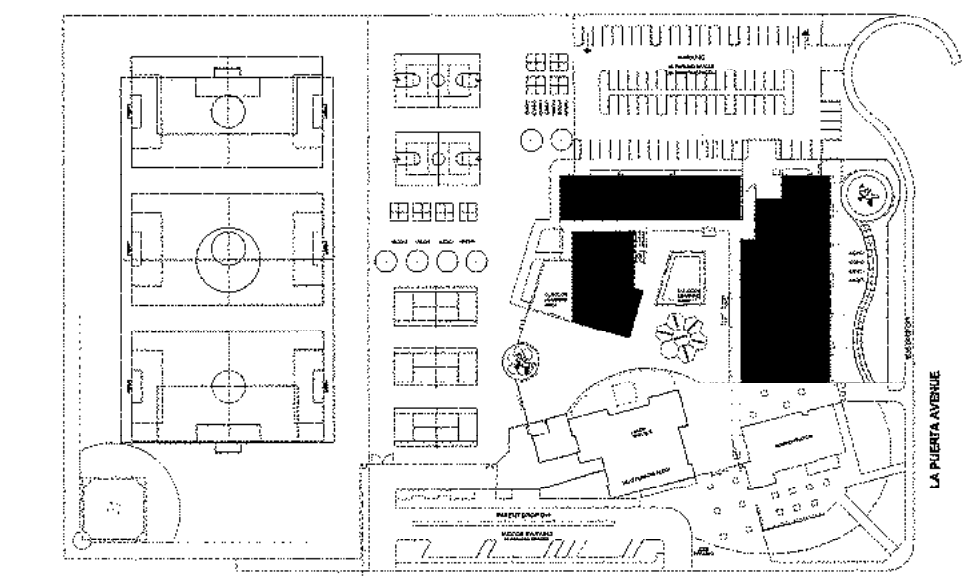
AD03B  
ITEM (29) REFER TO ARCHITECTURAL SHEET A2321C - BUILDING C FLOOR PLAN SOUTH  
A. Refer to Keynotes  
1) Revise Keynote 2320 to read as follows:  
\* 2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING TRACK. SEE DETAIL 11 & 12 /A8501 FOR ADDITIONAL INFORMATION\*

ITEM (18) REFER TO ARCHITECTURAL SHEET A2321C BUILDING C - SECOND FLOOR PLAN - SOUTH  
A. Refer to Second floor plan, Room 2-531, 2-532, 2-533 and 2-534 classroom.  
1) Add Window tag AC to each classroom on the south wall per attach sketch AD01B A05

**LEGEND**

- NOTE: ALL SYMBOLS AND PATTERNS MAY NOT NECESSARILY OCCUR ON THIS SHEET.
- METAL STUD WALL FRAMING. SEE KEYNOTES AND WALL TYPES SHEET A8200 FOR ADDITIONAL INFORMATION
  - 1 HR WALL PER DETAIL A4/A8200
  - 60" DIA. ACCESSIBLE FLOOR SPACE LOCATION
  - 30" X 48" ACCESSIBLE FLOOR SPACE LOCATION
  - 60" X 60" ACCESSIBLE FLOOR SPACE LOCATION
  - A DENOTES ACCESSIBLE SPACE / FIXTURE
  - FEC FIRE EXTINGUISHER CABINET WITH 2A.10B.C FIRE EXTINGUISHER AND VALID CERTIFICATION TAG.
  - ENCLOSED INACCESSIBLE AREA

**KEY PLAN**



CLIENT  
**OXNARD SCHOOL DISTRICT**  
220 S. Driskill St, Oxnard, CA 93030

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IBI Group, A California Partnership  
a member of the IBI Group of Companies

ISSUE NO.	ISSUANCE	DATE

CONSULTANTS

AGENCY INFORMATION:  
AGENCY TRACKING NO. 2258-107 FILE NO. 9222  
IDENTIFICATION STAMP  
DIV. OF THE STATE ARCHITECT  
OFFICE OF REGULATION SERVICES  
03-119284  
DATE: JUL 10 2019

SEAL  
LICENSED ARCHITECT  
BRIGID ATKINS  
NO. 03-1317  
REN. 4/21  
STATE OF CALIFORNIA

PRIME CONSULTANT  
**IBI**  
315 W 9th Street, Suite 600  
Los Angeles, CA 90015  
Tel (213) 769-0711 Fax (213) 769-0916  
ibigroup.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST.  
OXNARD, CA 93030

PROJECT NO:  
109990

DRAWN BY: SCH	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver

SCALE:  
As Indicated

DATE:  
06/25/2019

SHEET TITLE  
**BUILDING C - SECOND FLOOR PLAN - SOUTH**

SHEET NUMBER <b>A2321C</b>	ISSUE
-------------------------------	-------



<b>Contingency</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (CDR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	CM	<input checked="" type="checkbox"/>	CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT:	Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Contingency Request #: 052  Date: 12/22/22
TO:	Oxnard School District 1051 South A. Street Oxnard, CA 93030	

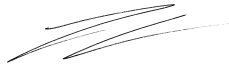
The Contract is changed as follows:

Furnish and Install revised backing for (62) TV locations and wall backing for (31) Promethean Smart Boards as per District Request in ASI 20.  Ref. Cost Event #95	\$ 9,755.00
---	-------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	CONSTRUCTION MANAGER CFW Group, Inc.
------------------------------	------------------------	---

By:  By : \_\_\_\_\_ By: \_\_\_\_\_

Date: 12/22/22 Date: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER - Oxnard School District By : \_\_\_\_\_ Date: \_\_\_\_\_



Division of Pre Con Industries, Inc  
PO Box 5728

Toll Free: 1800.928.6650  
Direct: 805.928.3397  
Fax: 805.928.0977

License #809679

# Change in Plans and Specifications

<b>To:</b>	Leon Cavallo	<b>Fax:</b>	
<b>Company:</b>	Balfour Beatty	<b>Date:</b>	12/21/2022
<b>From:</b>	James Pedretti	<b>Page:</b>	2
<b>Project:</b>	Rose Avenue K-5 School		

**CE#8.1** Description Of Work: Per ASI #020 dated 12/20/22, this is for additional work at the recessed TV bracket locations in Building C, all classrooms (62 recessed locations and 31 Promethean locations). The original work was based on detail 1 on A8601 which entailed simply installing a TV bracket inside an cased stud bay with a small amount of backing. The additional work includes notched track at top and bottom of openings across 4 studs, adding studs to fit at sides of bracket opening, cutting of material, set-up, installing and clean-up. We believe the needed Promethean backing is a wash (no additional charge). However, the original backing was figured at 1-1/4 hour per opening and the additional backing is believed to be 45 minutes extra. Also, the plans show 18 fewer TV locations than are planned. There are supposed to be 3 per room yet the room elevations shown on A6014C and A6016C only show 1 TV location. There are 9 rooms affected (504-508, and 531-534) which never were figured for.

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

**Description Of Work: Per ASI #020 dated 12/20/22, this is for additional work at the recessed TV bracket locations in Building C, all classrooms (62 recessed locations and 31 Promethean locations). The original work was based on detail 1 on A8601 which entailed simply installing a TV bracket inside an cased stud bay with a small amount of backing. The additional work includes notched track at top and bottom of openings across 4 studs, adding studs to fit at sides of bracket opening, cutting of material, set-up, installing and clean-up. We believe the needed Promethean backing is a wash (no additional charge). However, the original backing was figured at 1-1/4 hour per opening and the additional backing is believed to be 45 minutes extra. Also, the plans show 18 fewer TV locations than are planned. There are supposed to be 3 per room yet the room elevations shown on A6014C and A6016C only show 1 TV location. There are 9 rooms affected (504-508, and 531-534) which never were figured for.**

<b>Labor:</b>	\$	<b>5,701.47</b>
<b>Materials &amp; Equip:</b>	\$	<b>2,781.28</b>
<b>Overhead/Profit 15%:</b>	\$	<b>1,272.41</b>
<b>Total Amount:</b>	\$	<b>9,755.16</b>

**\*Please sign and fax back to continue with material order\***  
For which an add of \$ **9,755.16** is made to contract price and an additional (1) work day(s) is added to scope.

CHANGE AUTHORIZED BY:  
Signed \_\_\_\_\_ Dated \_\_\_\_\_

**CONFIDENTIAL**

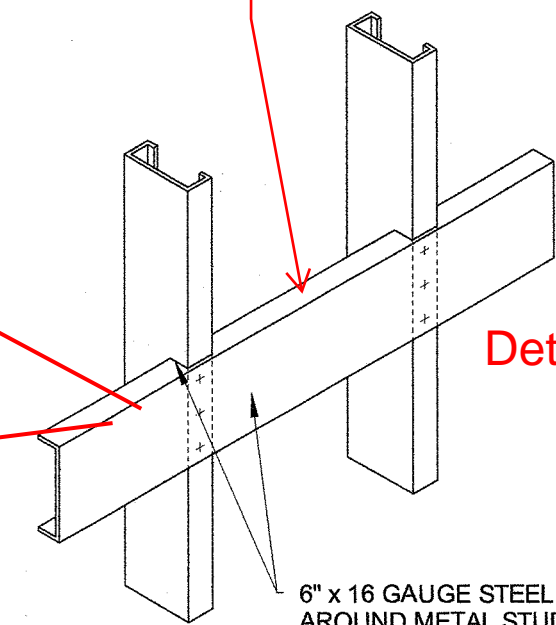




Added trim studs for securing recessed TV mount. Trim studs connect to flanges of top and bottom blocking (Typ).



Recessed TV mounting bracket rests on and attaches to top flange of blocking (typ).



Detail-10/A8500

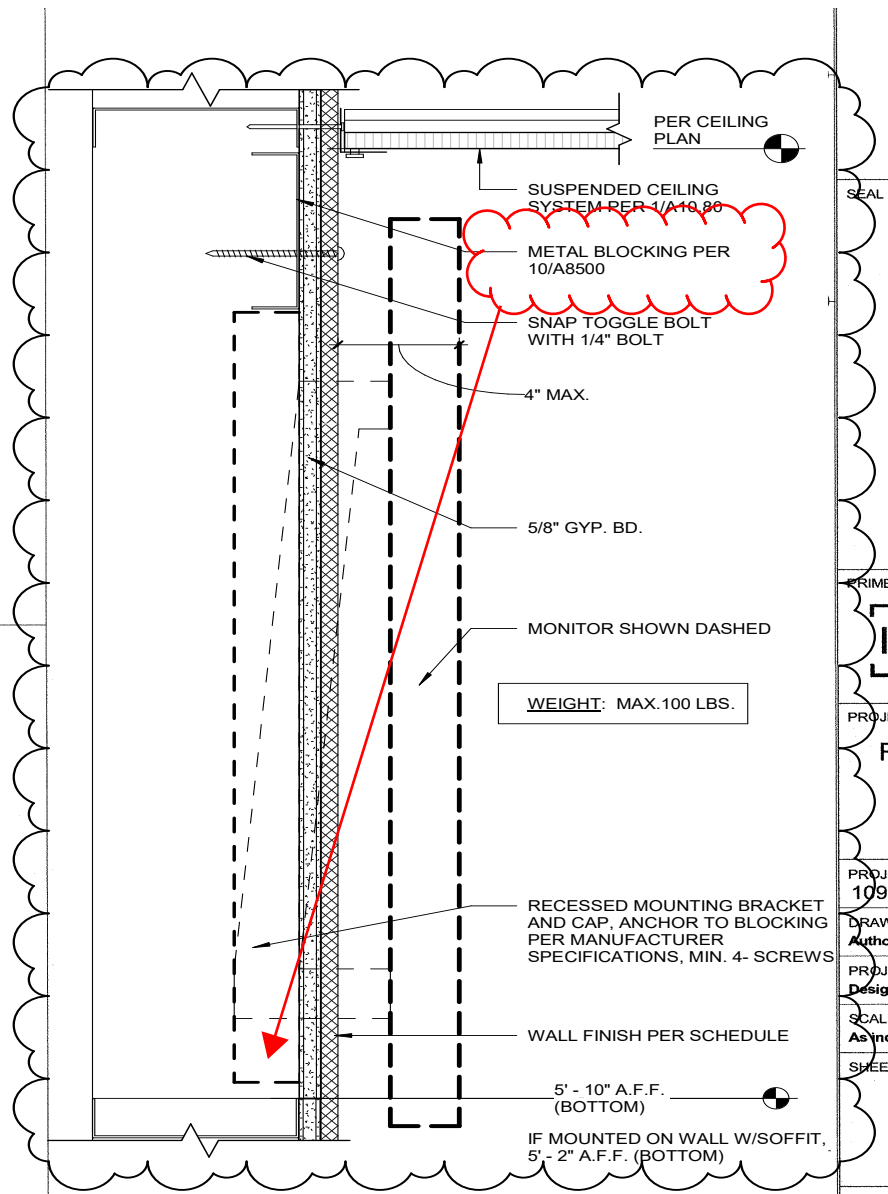
6" x 16 GAUGE STEEL TRACK, NOTCHED AROUND METAL STUDS WITH 1/8" GAP BETWEEN TRACK FLANGE AND STUD, ATTACH WITH 3 #8 PAN HEAD SHEET METAL SCREWS AT EACH STUD

Install blocking detail above and below the framing block-outs for the TV mounts, on both sides of the wall.

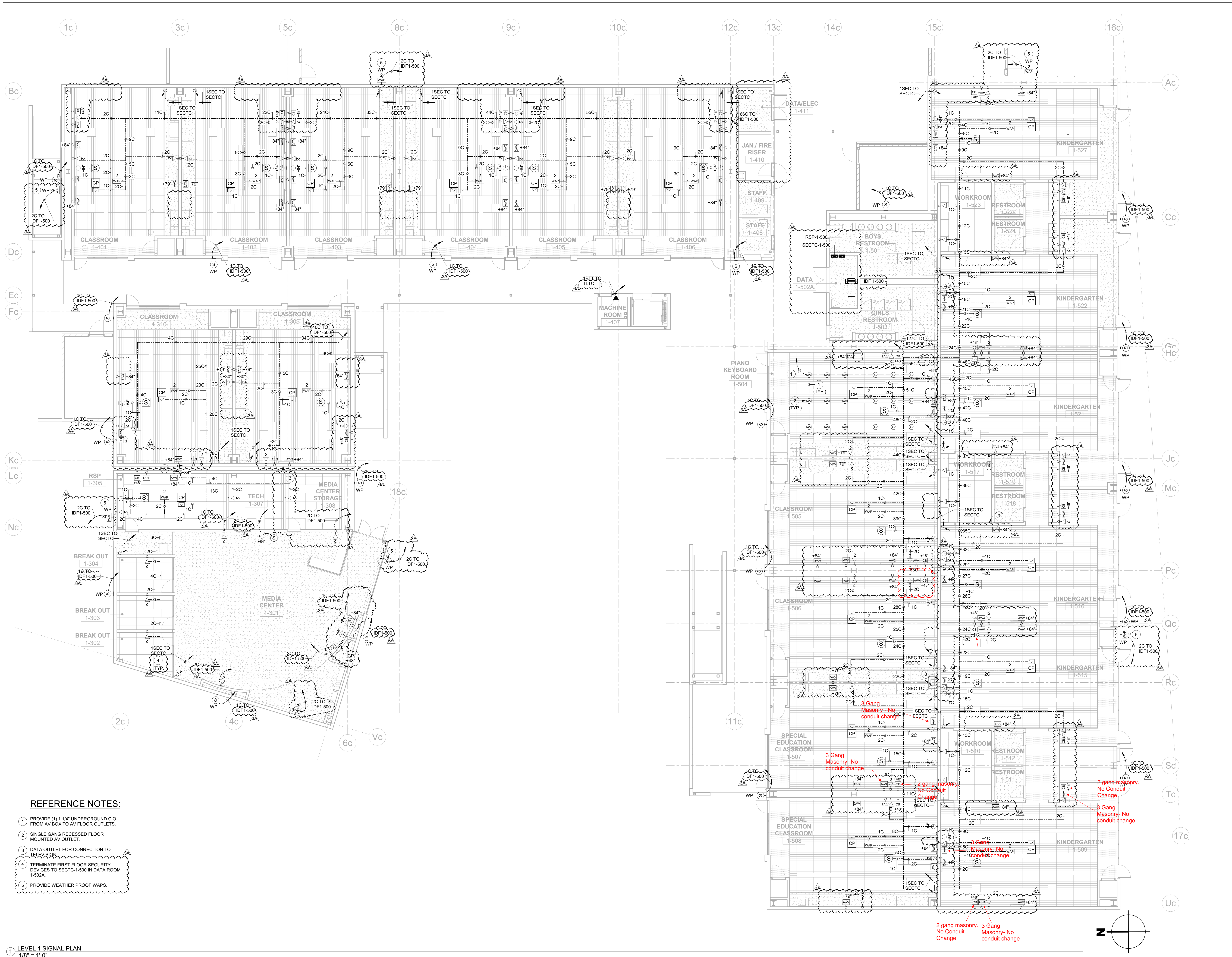
Using this blocking detail will do the following:

- 1) More closely matches field conditions and approved Detail-10/A8501 from original plans, not Addendum-03A detail.
- 2) Stiffens wall assembly by engaging four (4) studs.
- 3) Does not rely on added stiffness from gyp-board, which is not allowed by code.
- 4) Eliminates the need for the expander bracket.
- 5) Flat/notched blocking is easier to install than standard horizontal blocking and is a continuous piece, like strapping, whereas horizontal blocking is segmented.

Detail-1/A8500 modified from Addendum-3A.



= 1'-0" **1** MONITOR MOUNTING ADD3A 3" = 1'-0"



**REFERENCE NOTES:**

- 1 PROVIDE (1) 1 1/4" UNDERGROUND C.O. FROM AV BOX TO AV FLOOR OUTLETS.
- 2 SINGLE GANG RECESSED FLOOR MOUNTED AV OUTLET.
- 3 DATA OUTLET FOR CONNECTION TO TELEVISION
- 4 TERMINATE FIRST FLOOR SECURITY DEVICES TO SECTC-1-500 IN DATA ROOM 1-502A.
- 5 PROVIDE WEATHER PROOF WAPS.

1 LEVEL 1 SIGNAL PLAN  
1/8" = 1'-0"

CLIENT  
**OXNARD SCHOOL DISTRICT**  
220 S. Driskill St, Oxnard, CA 93030

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ISSUES

NO	ISSUANCE	DATE
1B	ADDENDUM 1B	06/03/2021
3A	ADDENDUM 3A	07/02/2021

CONSULTANTS  
**roshanian & associates**  
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS  
5004 WILSHIRE BLVD., SUITE 810  
LOS ANGELES, CA 90048  
TEL: (323) 933-9552  
FAX: (323) 933-9589  
WWW.ROSHANIAN.COM

REGISTERED PROFESSIONAL ENGINEER  
NO. E-13125  
REN. 08-30-22  
ELECTRICAL  
STATE OF CALIFORNIA

AGENCY INFORMATION:

AGENCY TRACKING NO.	FILE NO.
72538-107	56-22

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OFFICE OF REGULATION SERVICES  
**03-119284**  
AC FLS SS  
DATE

PRIME CONSULTANT  
**IBI**  
315 W 9th Street, Suite 800  
Los Angeles, CA 90015  
tel (213) 789-0011 fax  
tel (213) 789-0016

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST.  
OXNARD, CA 93030

PROJECT NO:  
109990

DRAWN BY: Author	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver

SCALE:  
1/8" = 1'-0"

DATE:  
06/05/2019

SHEET TITLE  
**BUILDING C - LEVEL 1 SIGNAL PLAN**

SHEET NUMBER  
**ASI 020  
E2511RC**

ISSUE

<b>Contingency</b> <b>Draw</b> <b>Request (CDR)</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
	Architect	<input checked="" type="checkbox"/>	IBI Group
	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	CM	<input checked="" type="checkbox"/>	CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT:	Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Contingency Request #: 053  Date: 12/30/22
TO:	Oxnard School District 1051 South A. Street Oxnard, CA 93030	

The Contract is changed as follows:

<p>Furnish and Install new masonry sized junction boxes as replacement for the specified size AV-1, AV-4 and CB boxes at all classrooms as per District Request in ASI 20.1.</p> <p align="center">Ref. Cost Event #95</p>	<p>\$ 25,632.00</p>
--	---------------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

<b>CONTRACTOR</b> Balfour Beatty	<b>ARCHITECT</b> IBI Group	<b>CONSTRUCTION MANAGER</b> CFW Group, Inc.
By:	By: _____	By: _____
Date: <u>12/30/22</u>	Date: _____	Date: _____

OWNER - Oxnard School District                      By: \_\_\_\_\_                      Date: \_\_\_\_\_



## CHANGE ORDER REQUEST

COR #020 Building C- Added AV boxes CE #62

**To:** Leon Cavallo, Project Manager  
Balfour Betty  
300 E. Esplanade Drive #1120  
Oxnard, CA 93036

**From:** Tim Harris Project Manager  
**Phone:** (805) 320-1623  
**Email:** [tharris@taftelectric.com](mailto:tharris@taftelectric.com)

**Phone:** (805) 206-8614  
**Email:** [Lcavallo@balfourbetty.com](mailto:Lcavallo@balfourbetty.com)  
**CC:**

**Date Issued:** 10-10-22

<b>Requested Amount:</b>	<b>\$</b>	<b>\$25,632</b>
--------------------------	-----------	-----------------

The change in scope for the amount requested above is as follows:

### COR #020

SCOPE: Due to we have all the original boxes installed and/or onsite , new boxes well need to be purchased and installed. The new boxes will have to have 1 ¼ hole punched in the top. The EMT conduit will have to be re-cut/bent to accommodate the new box. Plus new slider brackets installed.

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

This proposal supersedes all previously submitted proposals relating to this same work. Any work from other trades that is required to complete this work is not included as a part of this proposal.

Unless otherwise indicated, this proposal is valid for 30 calendar days from the above date of issuance. Taft Electric reserves the right to revise or amend this proposal should approval or direction to proceed take longer than 30 calendar days.

### EXCLUSIONS:

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.
4. Any and all parts and labor not specifically listed above or within.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.

Submitted By:

Approved By:

---

Tim Harris  
Project Manager  
Taft Electric Company

Date

---

Leon Cavallo  
Project Manager  
Balfour Betty Corporation

Date



# TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Rose Ave Elementary JOB# 22-2338

TEC COR#: 20

CUST RFP#: 62

COR DESCRIPTION:

DATE: 12/27/2022

Building C AV Box size changes

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Conest material breakdown	\$4,989.00	50.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
<b>TOTAL</b>	<b>\$4,989.00</b>	<b>50.00</b>

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
General Foreman	0.00	\$96.24	\$0.00
OT Prem G. Foreman	0.00	\$42.44	\$0.00
DT Prem G. Foreman	0.00	\$0.00	\$0.00
OT Gen Foreman	0.00	\$138.68	\$0.00
Reg Shift Foreman	20.00	\$91.65	\$1,833.00
OT Prem Foreman	0.00	\$0.00	\$0.00
DT Prem Foreman	0.00	\$167.60	\$0.00
OT Shift Foreman	0.00	\$128.81	\$0.00
Reg Shift JW	102.00	\$84.29	\$8,597.58
OT Prem Crew	0.00	\$0.00	\$0.00
DT Prem Crew	0.00	\$155.18	\$0.00
OT Shift Crew	0.00	\$119.49	\$0.00
CAD Drafter	0.00	\$0.00	\$0.00
Apprentice 70%	82.00	\$68.95	\$5,653.90
0.00%			\$0.00
0.00%			\$0.00
<b>SUBTOTAL LABOR</b>			<b>\$16,084.48</b>
15.00%	OVERHEAD & PROFIT		\$2,412.67
<b>TOTAL LABOR</b>			<b>\$18,497.15</b>

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	\$149.67
7.75%	SALES TAX	\$398.25
3.00%	MATERIAL HANDLING	\$166.11
0.00%		\$0.00
<b>SUBTOTAL MATERIAL</b>		<b>\$5,703.02</b>
15.00%	OVERHEAD & PROFIT	\$855.45
<b>TOTAL TAKEOFF MATERIAL</b>		<b>\$6,558.48</b>

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%	TOOLING RENTAL	\$0.00
0.00%	Roto Hammer	\$0.00
2.00%	Fuel Surcharge	\$501.11
0.00%	Dirt Tamper/ wacker	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
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0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
<b>SUBTOTAL DJE</b>		<b>\$501.11</b>
15.00%	OVERHEAD & PROFIT	\$75.17
<b>TOTAL DJE</b>		<b>\$576.28</b>

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>SUBTOTAL QUOTES</b>		<b>\$0.00</b>
7.75%	SALES TAX	\$0.00
0.00%	MATERIAL HANDLING	\$0.00
0.00%		\$0.00
0.00%		\$0.00
<b>SUBTOTAL QUOTES</b>		<b>\$0.00</b>
15.00%	OVERHEAD & PROFIT	\$0.00
<b>TOTAL QUOTES</b>		<b>\$0.00</b>

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>SUBTOTAL SUBCONTRACTS</b>		<b>\$0.00</b>
5.00%	OVERHEAD & PROFIT	\$0.00
<b>TOTAL SUBCONTRACTS</b>		<b>\$0.00</b>

CHANGE REQUEST SUMMARY		
TAKEOFF MATERIAL	\$6,558.48	
QUOTED MATERIAL	\$0.00	
SUBCONTRACTORS	\$0.00	
LABOR EXPENSES	\$18,497.15	
DIRECT JOB EXPENSES	\$576.28	
<b>SUBTOTAL CHANGE REQUEST</b>		<b>\$25,631.91</b>
0.00%	Bond	\$0.00
<b>CHANGE PROPOSAL TOTAL</b>		<b>\$25,632</b>

**Job ID:** 20-2338 ROSE AVE  
**Project:** Rose Ave COR's



### Takeoff

---

**Vendor:** COST **Labor Level:** LABOR 1 **27 Dec 2022 10:30:22**

---

**Region:** COR-020 ADDED AV BOXES

---

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
150268	66.00	EA	M	2-1/2"DEEP 47.8-CI	3G MASONRY-BOX	46.7207	3,083.57
150267	36.00	EA	M	2-1/2"DEEP 31.8-CI	2G MASONRY-BOX	38.8297	1,397.87
160733	102.00	EA	M	18"	ADJ OUTLET BOX BRACKET	4.9839	508.35
<b>Phase Totals:</b>							<b>4,989.79</b>
<b>Job Totals:</b>							<b>4,989.79</b>

---

REMOVE EXSITING AV1,AV2,AV4 BOX. NEW  
MASONARY BOX NEEDS 2 SLIDER BRACKETS,  
KO PUNCH AN 1-1/4". EXISTING CONDUIT  
SITS 2" FURTHER THE WHAT WILL BE NEEDED  
FOR MASONARTY. WILL NEED TO REBEND  
CONDUIT

---

new slider bracket for straping

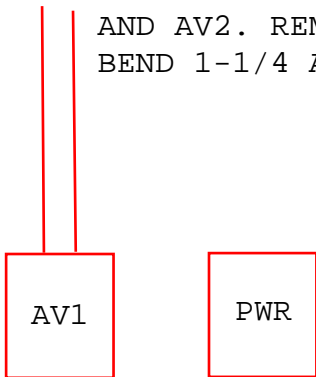
---



**387**

new slider bracket for box install

TO SWAP OUT BOXES FOR AV1  
AND AV2. REMOVE BOX. RE-  
BEND 1-1/4 AT EACH LOCATION



IF POWER AND DATA ARE IN THE SAME BAY  
THE SLIDER BRACKET FOR THE MASONARY  
BOX WILL PUSH THE DEEP BOX OUT OF THE  
WALL BY 1/4". EITHER POWER CAN SWITCH  
TO A SHALLOW BOX OR MOVED INTO THE  
NEXT BAY.



**IBI GROUP**  
537 South Broadway., Suite 500  
Los Angeles, CA 90013

[www.IBIGroup.com](http://www.IBIGroup.com)

## ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

<b>PROJECT:</b>	Rose Avenue K-5 School	<b>ASI NO.:</b>	<b>020</b>
<b>OWNER:</b>	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	<b>DATE:</b>	12/28/2022
<b>Construction Management</b>	Caldwell Flores Winters, Inc. 815 Colorado Blvd. Suite 201 Los Angeles, CA 90042	<b>ARCHITECT:</b>	IBI Group 537 South Broadway, Suite 500 Los Angeles, CA 90013
<b>CONTRACTOR:</b>	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CCA 93036	<b>PROJECT NO.:</b>	109990
		<b>DSA FILE NO.:</b>	56-22
		<b>APPLICATION NO.:</b>	03-119284

The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

### Description:

- I. Referencing TV Mounts at Building C - Classrooms and Kindergarten:
  1. **Provide** layout and per attached **ASI 020\_SK-A01** and **SK-A02**, (**SK-A01.1** and **SK-A02.1** attached for reference)
  2. **Provide** installation and backing, per attached **ASI 020\_SK-A03** and **SK-A04**.
  3. **Provide** Levitron 689 recessed outlet at TV locations.
  4. **Coordinate** Up/Down position heights and location of respective Power /Data, per attached **ASI 020\_SK-A05**
  5. **Provide** Tackboard surface per attached **ASI SK-A06**
  
- II. Referencing Promethean Boards at Building C - Classrooms & Kindergarten:
  1. **Provide** layout and per attached **ASI 020\_SK-A01** and **SK-A02**, (**SK-A01.1** and **SK-A02.1** attached for reference)
  2. **Provide** installation and backing, per attached **ASI 020\_SK-A03**
  3. **Coordinate** height, per attached **ASI 020\_SK-A05**

III. Referencing the junction box size for the AV input (AV-1 and AV-4) and the control boxes.

1. **Revise** locations, per attached **ASI 020 \_E2511RC, E2521RC, E2311RC, E2321RC.**

**Attachments: ASI 020\_ SK-A01, SK-A02, SK-A01.1, SK-A02.1, SK-A03, SK-A04, SK-A05, SK-A06, E2511RC, E2521RC, E2311RC, E2321RC**

ISSUED:  
IBI GROUP, A CALIFORNIA PARTNERSHIP

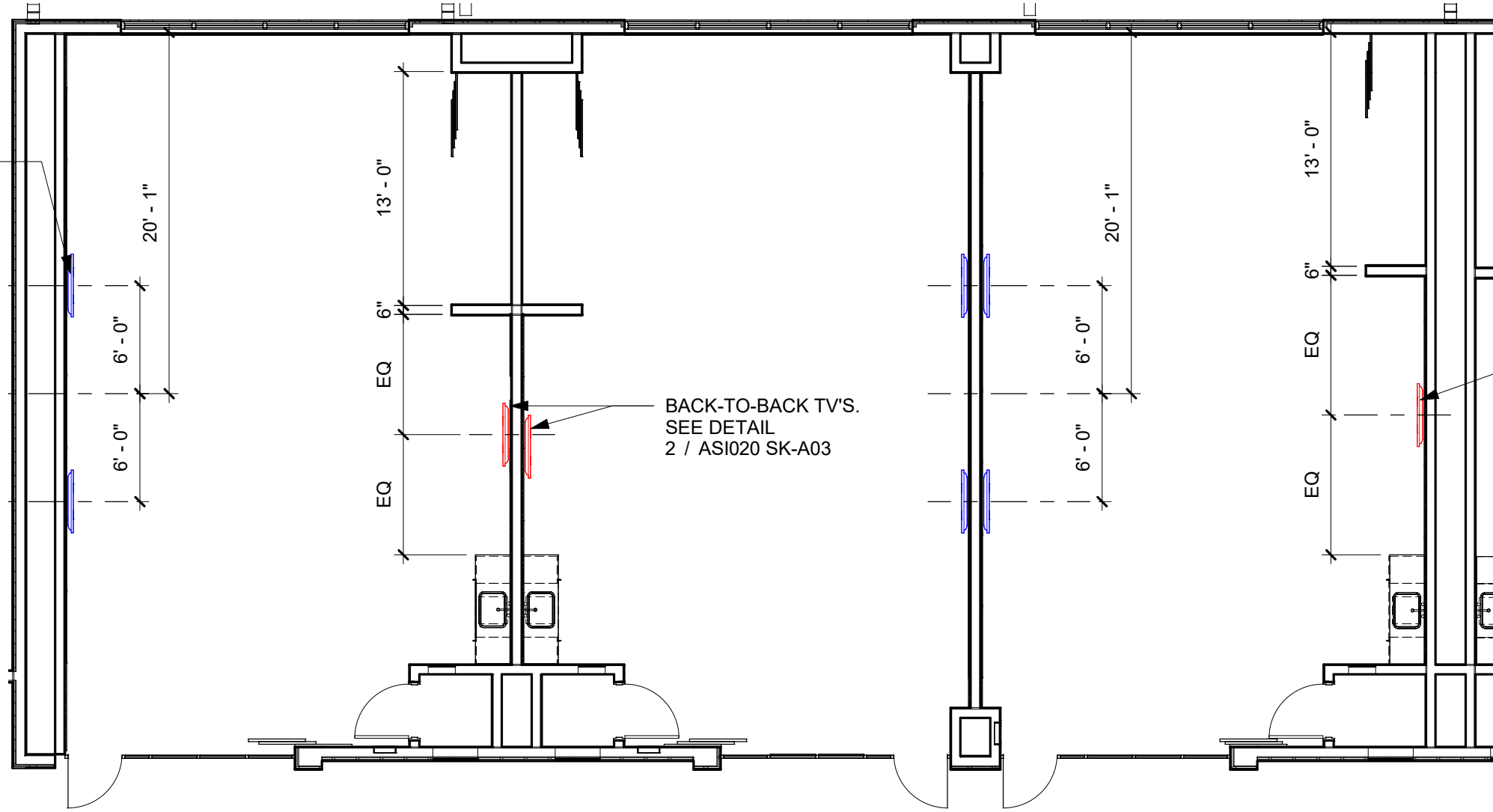
ACCEPTED:

By: Ruben R Date: 12/28/2022

By: \_\_\_\_\_ Date: \_\_\_\_\_



PROMETHEAN BOARD, TYP.  
SEE DETAIL  
1 / ASI020 SK-A03



BACK-TO-BACK TV'S.  
SEE DETAIL  
2 / ASI020 SK-A03

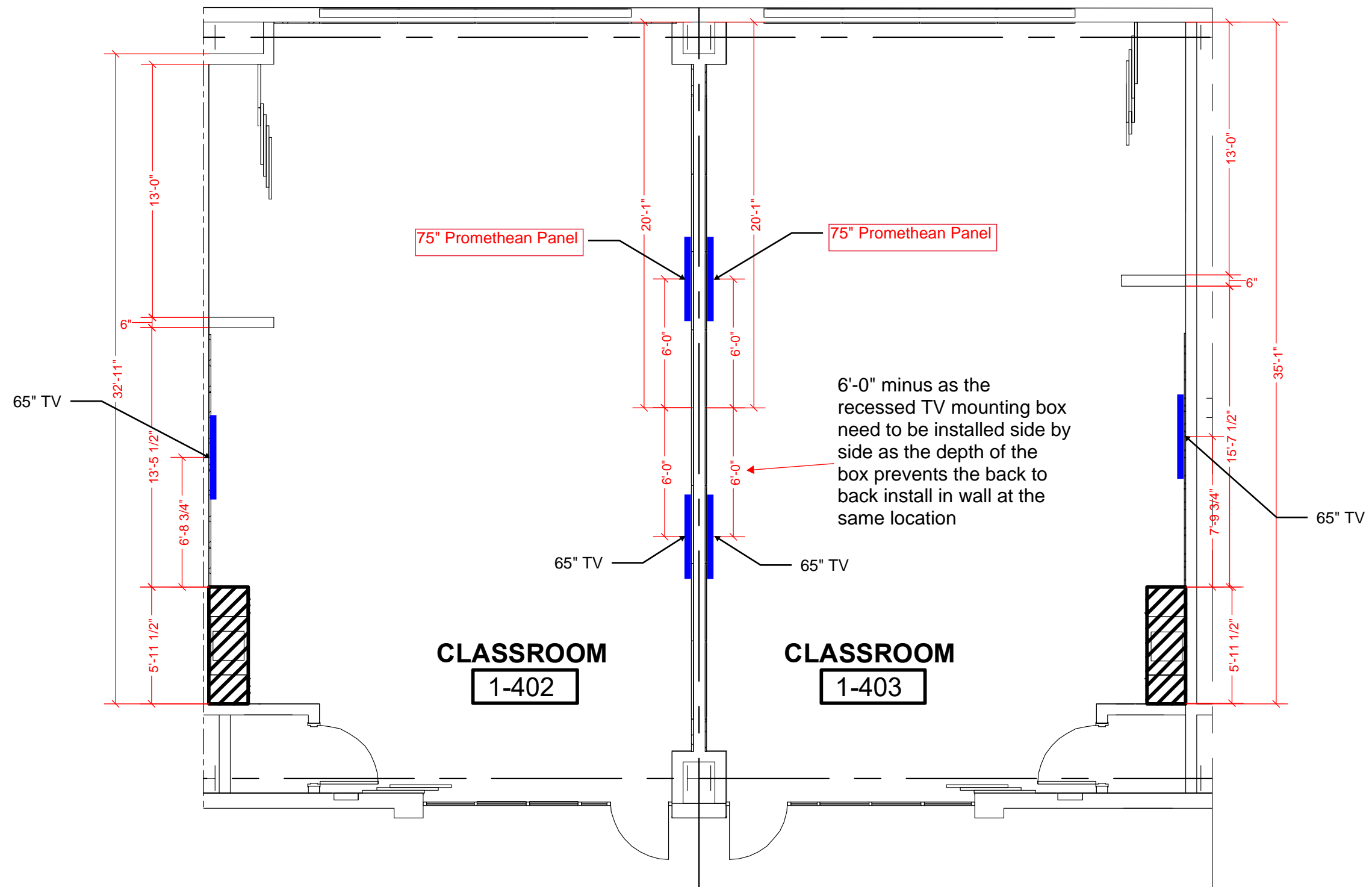
SINGLE SIDE TV.  
SEE DETAIL  
3 / ASI020 SK-A03

1 TV & PROMETHEAN BOARD LAYOUT  
1/8" = 1'-0"

<b>TV &amp; PROMETHEAN BOARD LAYOUT - CLASSROOMS</b>	DATE 12/28/22	<b>ASI020 SK-A01</b>
	OXNARD CA	REFERENCE SHEET NO.
<b>ROSE AVENUE K-5 SCHOOL</b>	PROJECT NO. 109890	DSA FILE NO. 56-22 DSA APP. NO. 03-119284
<b>OXNARD SCHOOL DISTRICT</b>		

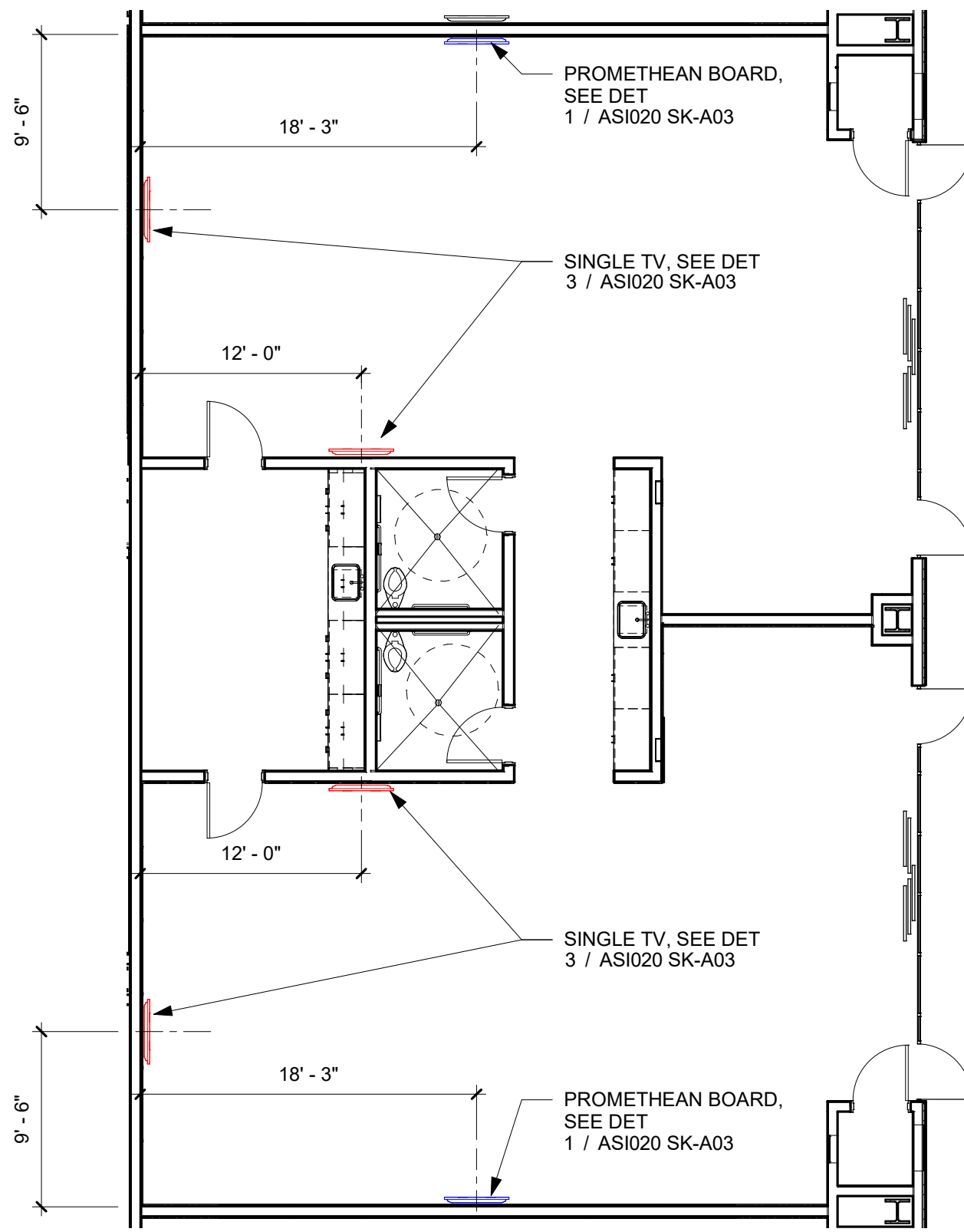


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537 South Broadway, Suite 500  
Los Angeles CA 90013  
213.769.0011 fax: 213.769.0016

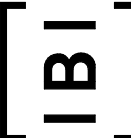


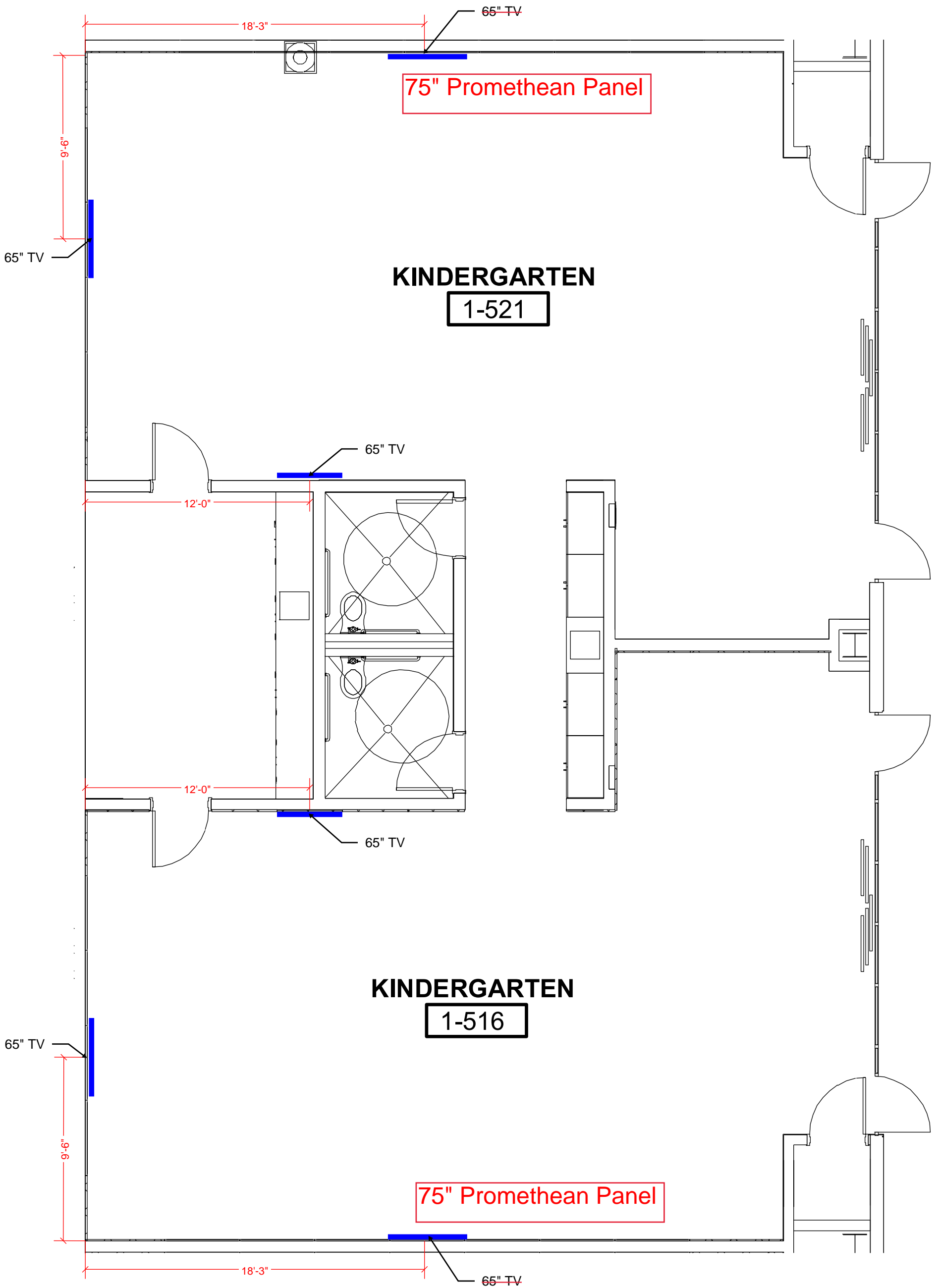
NOT TO SCALE



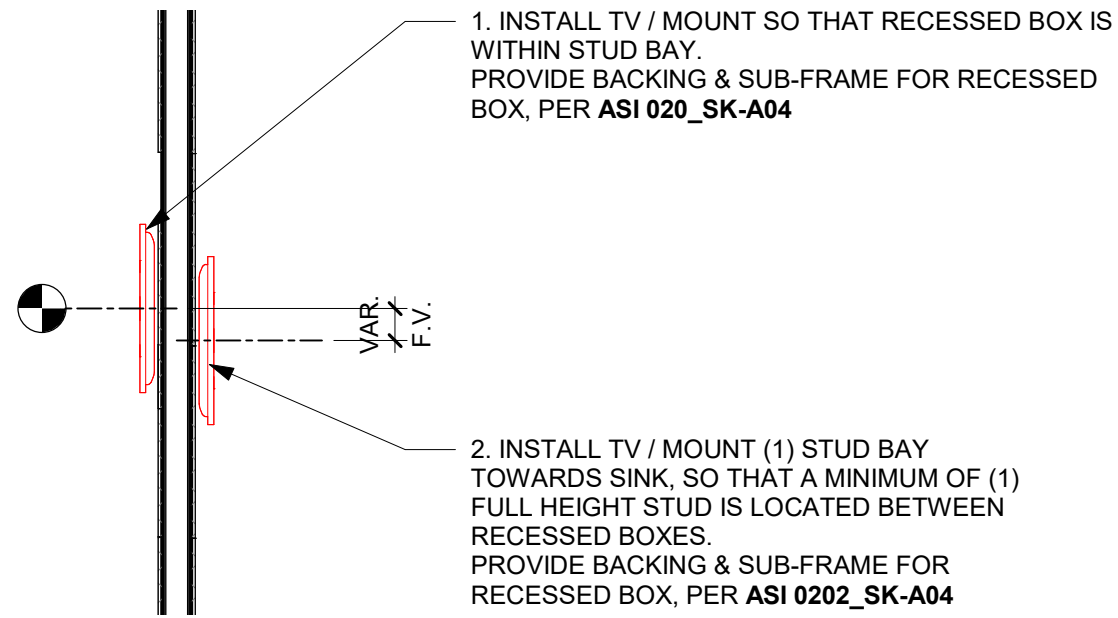


1 TV & PROMETHEAN BOARD LAYOUT - KINDERGARTEN TYP.  
1/8" = 1'-0"

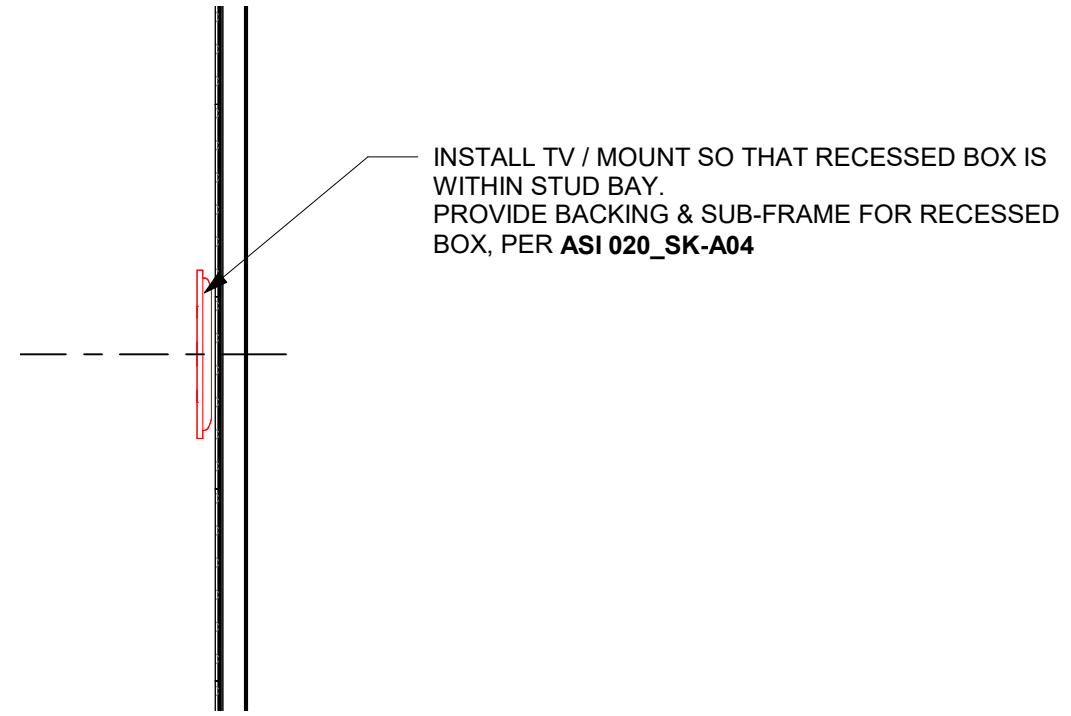
	<b>TV &amp; PROMETHEAN BOARD LAYOUT - KINDERGARTEN TYP.</b>		DATE 12/28/22
	<b>ROSE AVENUE K-5 SCHOOL</b>		OXNARD CA REFERENCE SHEET NO.
<b>OXNARD SCHOOL DISTRICT</b>		PROJECT NO. 109990	DSA FILE NO. 56-22 DSA APP. NO. 03-119284
Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016			



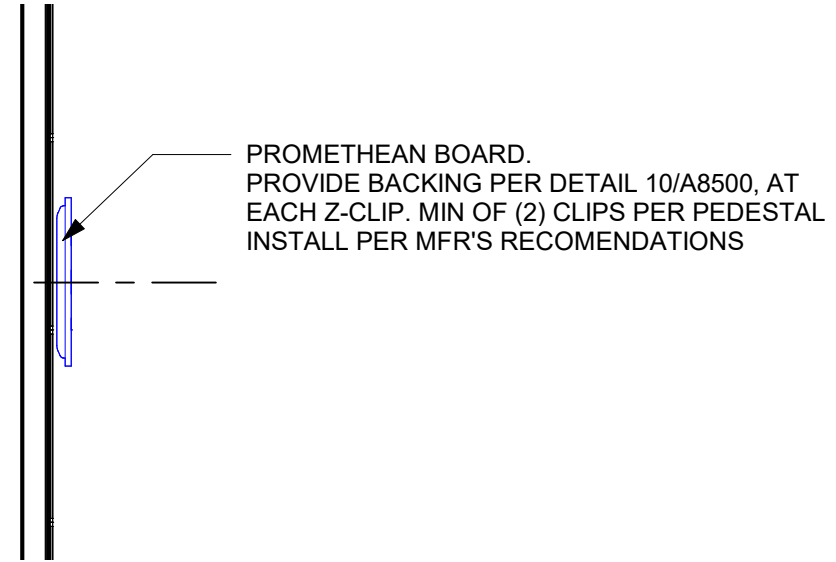
NOT TO SCALE



② TV BACK -TO-BACK CONDITION  
1/4" = 1'-0"



③ TV - SINGLE CONDITION  
1/4" = 1'-0"



① PROMETHEAN BOARD  
1/4" = 1'-0"

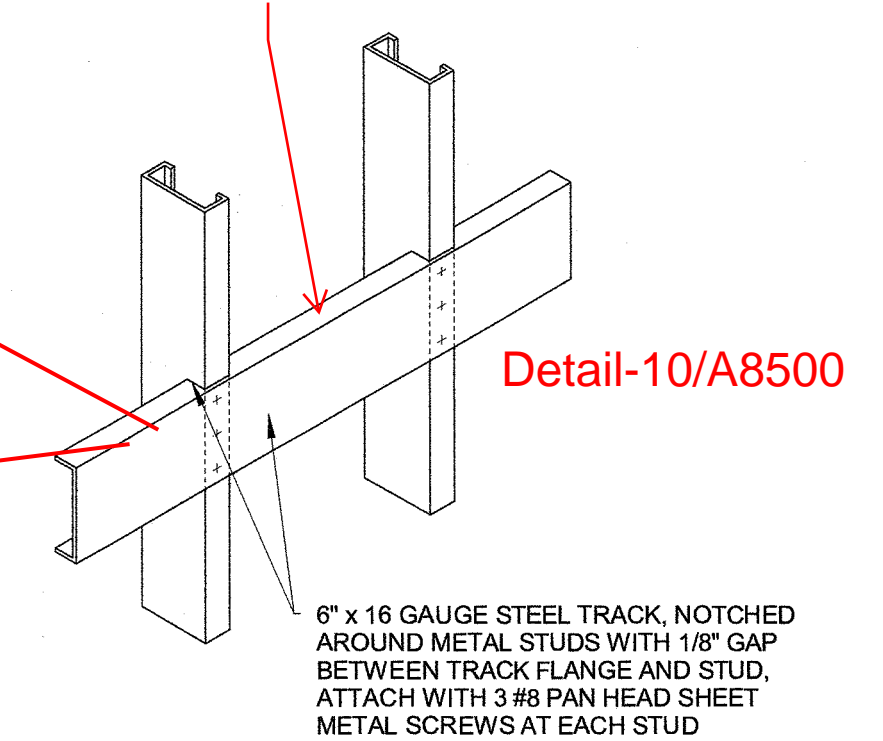
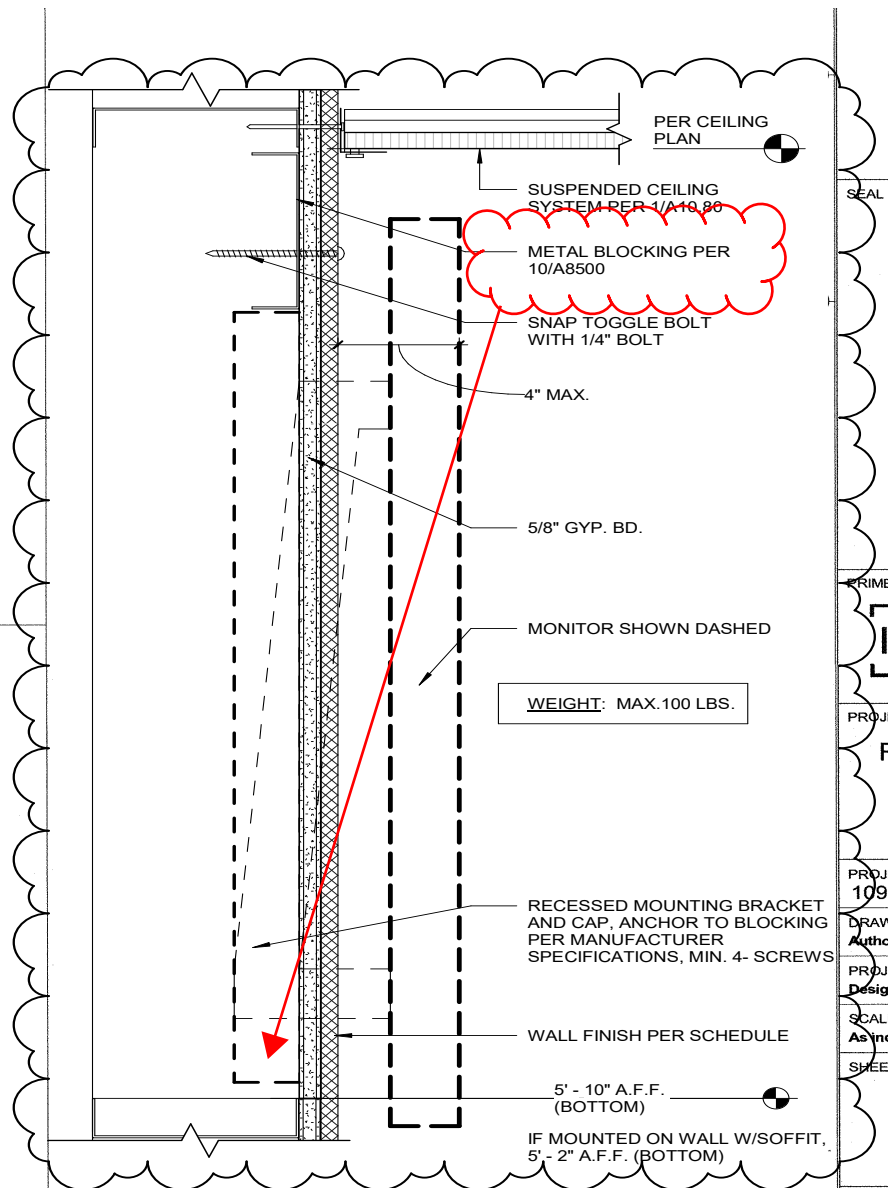
<b>[ IBI ]</b>	<b>TV &amp; PROMETHEAN BOARD INSTALLATION</b>		DATE 12/28/22
	<b>ROSE AVENUE K-5 SCHOOL</b>		<b>ASI020 SK-A03</b>
<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	REFERENCE SHEET NO.
PROJECT NO. 109890	DSA FILE NO. 56-22	03-119284	
537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016		DSA APP. NO.	

Added trim studs for securing recessed TV mount. Trim studs connect to flanges of top and bottom blocking (Typ).



Recessed TV mounting bracket rests on and attaches to top flange of blocking (typ).

Detail-1/A8500 modified from Addendum-3A.

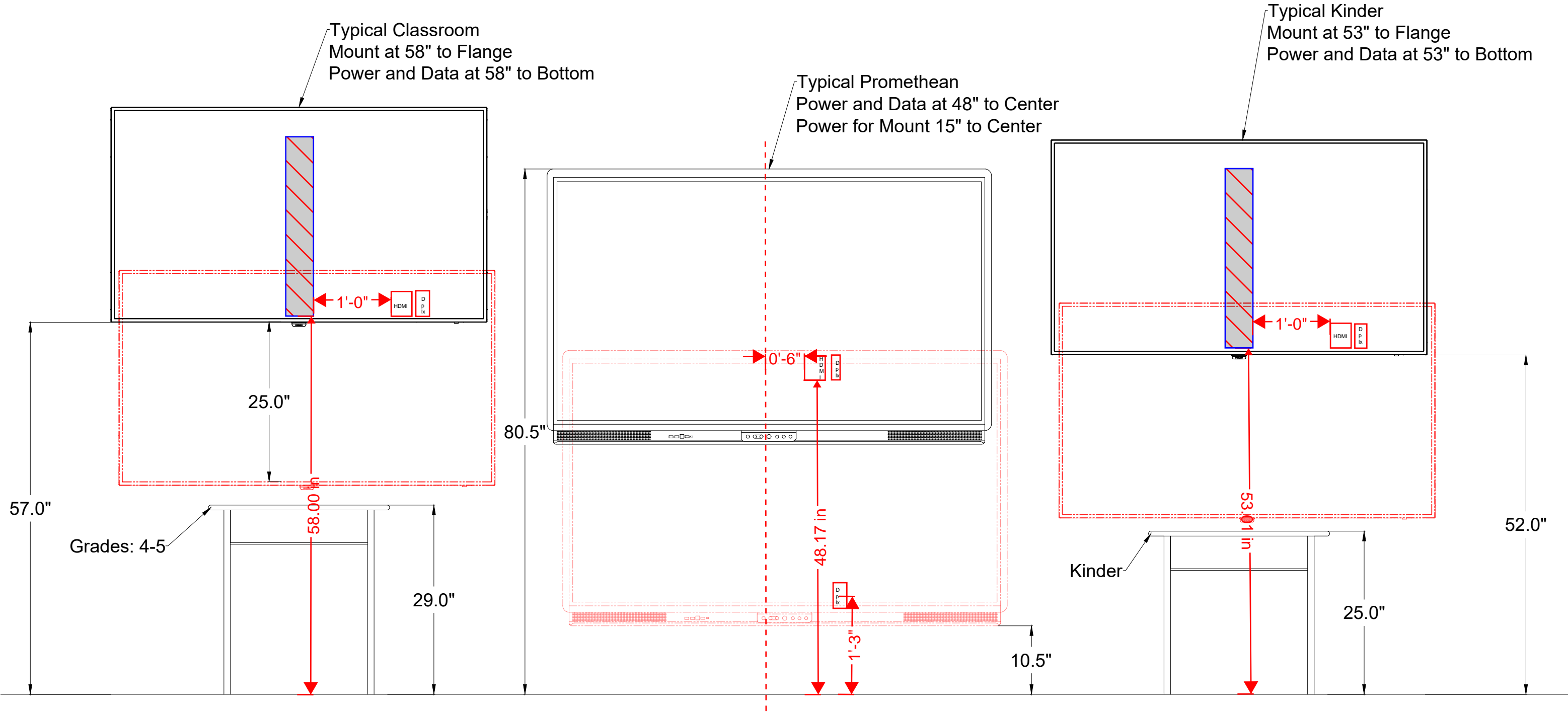


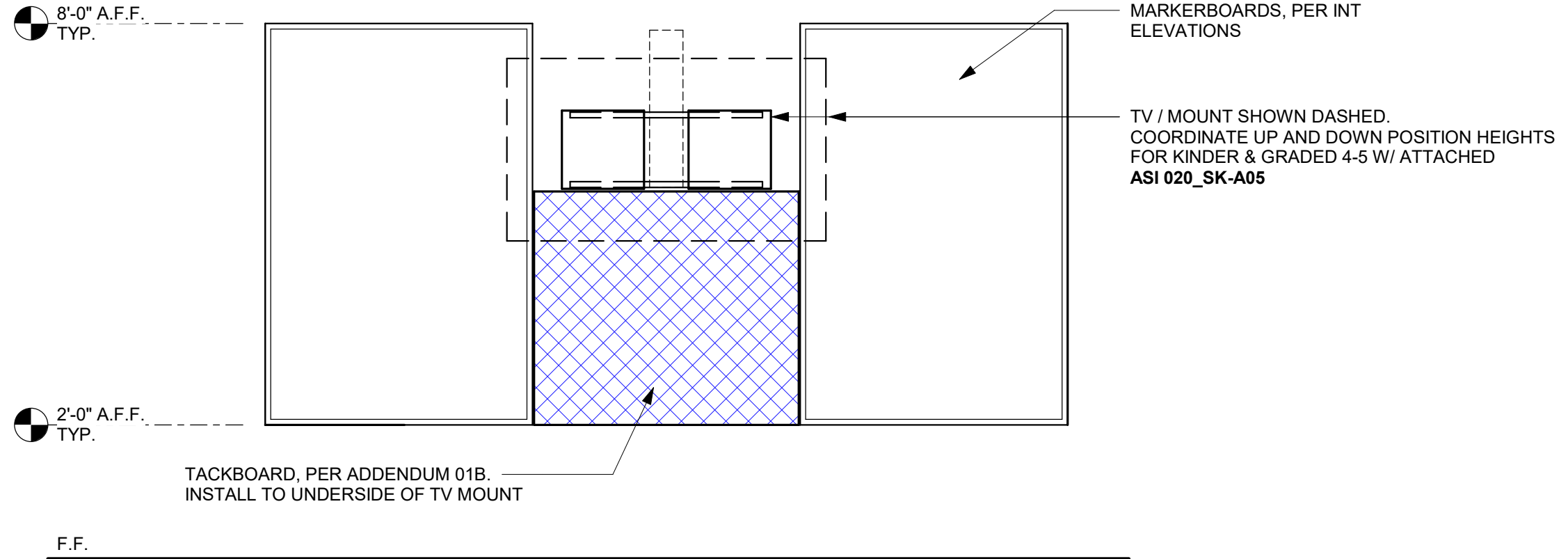
Install blocking detail above and below the framing block-outs for the TV mounts, on both sides of the wall.

Using this blocking detail will do the following:

- 1) More closely matches field conditions and approved Detail-10/A8501 from original plans, not Addendum-03A detail.
- 2) Stiffens wall assembly by engaging four (4) studs.
- 3) Does not rely on added stiffness from gyp-board, which is not allowed by code.
- 4) Eliminates the need for the expander bracket.
- 5) Flat/notched blocking is easier to install than standard horizontal blocking and is a continuous piece, like strapping, whereas horizontal blocking is segmented.

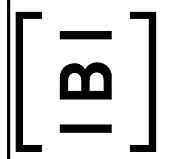
= 1'-0" **1** **MONITOR MOUNTING** ADD3A 3" = 1'-0"



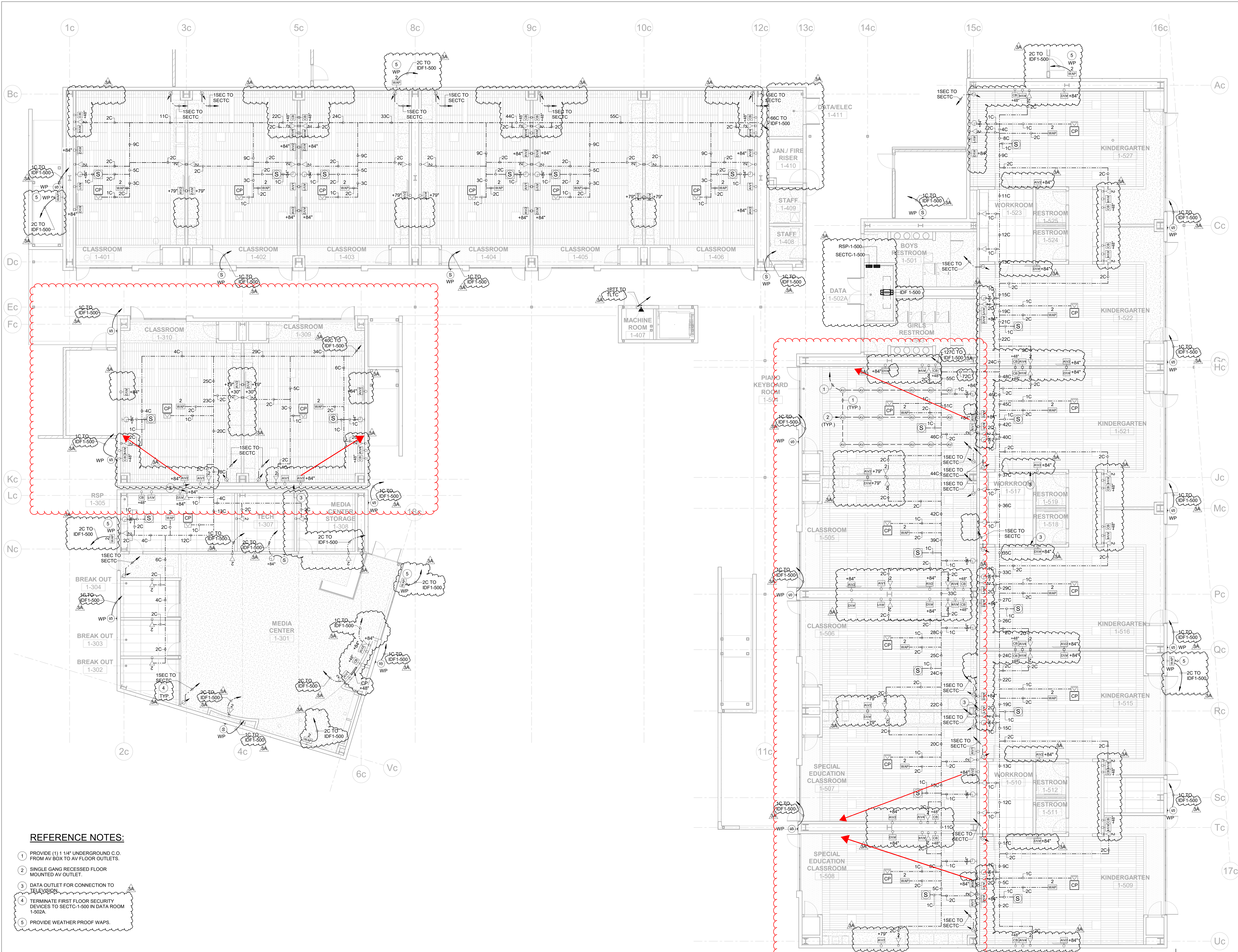


1 TYP. TACKBOARD @ TV LOCATIONS  
1/2" = 1'-0"

<b>TYP. TACKBOARD @ TV LOCATIONS</b>		DATE 12/28/22	<b>ASI020</b> <b>SK-A06</b>
		OXNARD CA	REFERENCE SHEET NO. A6012C, A6013C, A6014C, A6015C, A6016C
<b>ROSE AVENUE K-5 SCHOOL</b>		PROJECT NO. 109990	DSA FILE NO. 56-22 DSA APP. NO. 03-119284
<b>OXNARD SCHOOL DISTRICT</b>			



Los Angeles  
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Los Angeles CA 90013  
213.769.0011 fax: 213.769.0016



**REFERENCE NOTES:**

- 1 PROVIDE (1) 1 1/4" UNDERGROUND C.O. FROM AV BOX TO AV FLOOR OUTLETS.
- 2 SINGLE GANG RECESSED FLOOR MOUNTED AV OUTLET.
- 3 DATA OUTLET FOR CONNECTION TO TELEVISION
- 4 TERMINATE FIRST FLOOR SECURITY DEVICES TO SECTC-1-500 IN DATA ROOM 1-502A.
- 5 PROVIDE WEATHER PROOF WAPS.

1 LEVEL 1 SIGNAL PLAN  
1/8" = 1'-0"

CLIENT  
**OXNARD SCHOOL DISTRICT**  
220 S. Driskill St, Oxnard, CA 93030

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ISSUES

NO.	ISSUANCE	DATE
1B	ADDENDUM 1B	06/06/2021
3A	ADDENDUM 3A	07/02/2021

CONSULTANTS  
**roshanian & associates**  
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS  
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FAX: (323) 933-8589  
WWW.ROSHANIAN.COM

REGISTERED PROFESSIONAL ENGINEER  
NO. E-13125  
REN. 08-30-22  
STATE OF CALIFORNIA

AGENCY INFORMATION:  
AGENCY TRACKING NO. FILE NO.  
72538-107 56-22  
IDENTIFICATION STAMP  
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OFFICE OF REGULATION SERVICES  
03-119284  
AC FLS SS  
DATE

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LICENSED ARCHITECT  
STATE OF CALIFORNIA  
NO. C25387  
REN. 04/23

PRIME CONSULTANT  
**IBI**  
315 W 9th Street, Suite 800  
Los Angeles, CA 90015  
tel (213) 789-0011 fax  
tel (213) 789-0016

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST.  
OXNARD, CA 93030

PROJECT NO:  
109990

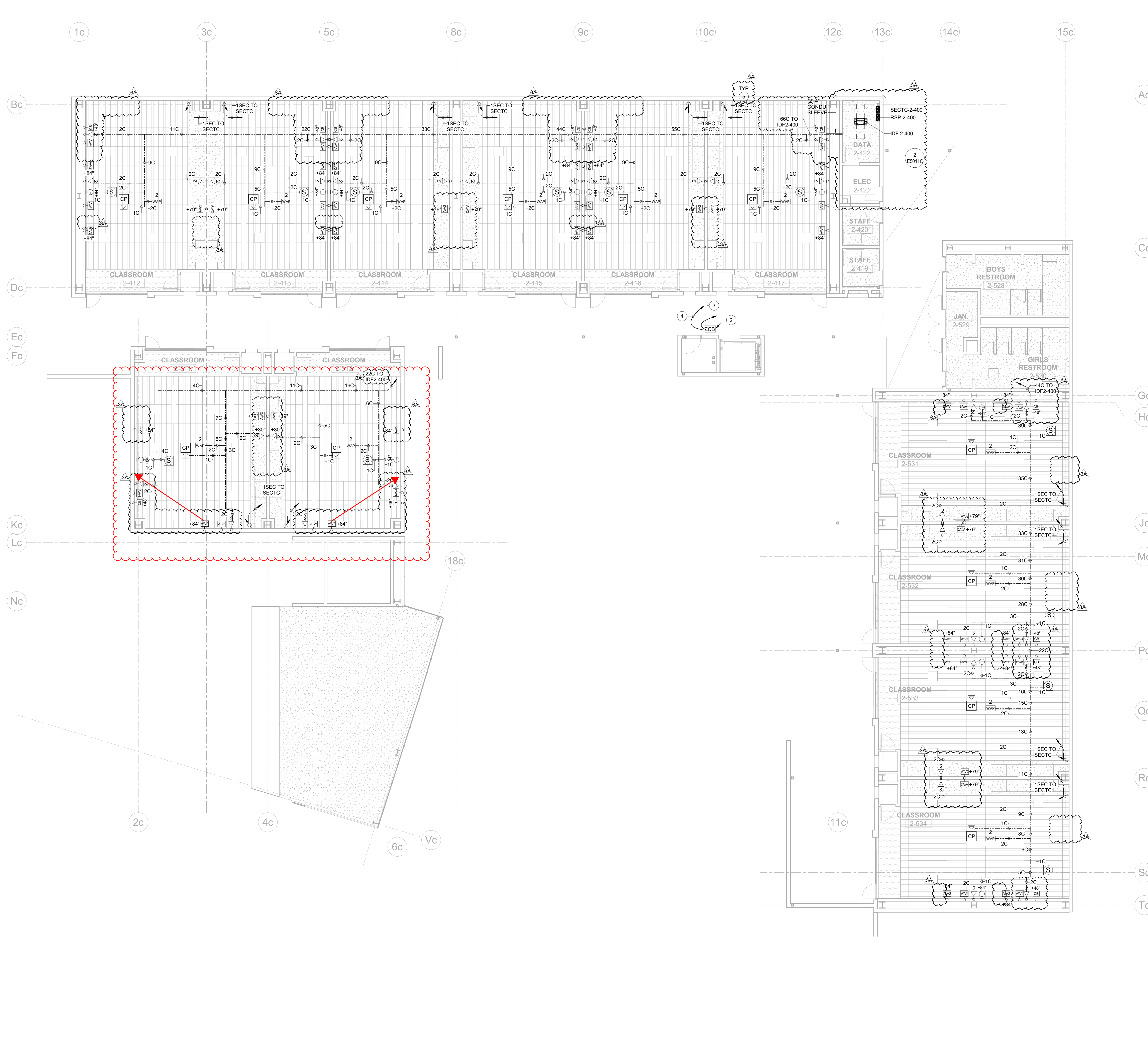
DRAWN BY: Author	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver
SCALE: 1/8" = 1'-0"	DATE: 06/05/2019

SHEET TITLE  
**BUILDING C - LEVEL 1 SIGNAL PLAN**

ASI 020  
SHEET NUMBER  
**AD03A  
E2511RC**

ISSUE

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- GENERAL NOTES:**
- 1 DATA OUTLET FOR CONNECTION TO TELEVISION.
  - 2 EMERGENCY CALL BOX COMMUNICATION DEVICE FOR 2-WAY COMMUNICATIONS SYSTEM. MANUFACTURER - ALPHA COMMUNICATIONS. MFG. PART#RCB2100SF - REFUGE CALL BOX.
  - 3 PROVIDE 2 PAIR - TWISTED 18 AWG CABLES FROM CALL BOX TO THE REFUGE CALL CENTER DEVICE IN THE ADMIN BUILDING. REFER TO SHEET E2511A FOR THE CALL CENTER LOCATION.
  - 4 PROVIDE 1 PAIR - UNTWISTED 18 AWG CABLE FROM CALL BOX TO THE POWER SUPPLY LOCATED IN THE DATA ROOM 2-422. REFER TO SHEET E2511C FOR THE POWER SUPPLY LOCATION.
  - 5 TERMINATE SECOND FLOOR SECURITY DEVICES TO SECTC-2-400 IN DATA ROOM 2-422.

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ISSUES

NO.	ISSUANCE	DATE
1B	ADDENDUM 1B	04/03/2021
3A	ADDENDUM 3A	07/02/2021

CONSULTANTS  
**roshanian & associates**  
 ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS  
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PROFESSIONAL ENGINEER  
 NO. E-13125  
 REN. 08-30-22  
 STATE OF CALIFORNIA

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03-119284	
AC	FLS
DATE	

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 STATE OF CALIFORNIA

PRIME CONSULTANT  
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 215 W 9th Street, Suite 600  
 Los Angeles, CA 90015  
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 (213) 789-0016

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST.  
 OXNARD, CA 93030

PROJECT NO:  
109990

DRAWN BY: Author	CHECKED BY: Checker
DESIGNER MGR: Designer	APPROVED BY: Approver

SCALE:  
1/8" = 1'-0"

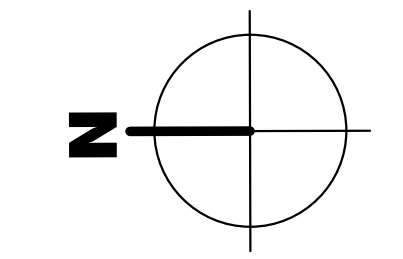
DATE:  
06/05/2019

SHEET TITLE  
**BUILDING C - LEVEL 2 SIGNAL PLAN**

ASI 020  
 SHEET NUMBER  
**AD03A  
 E2521RC**

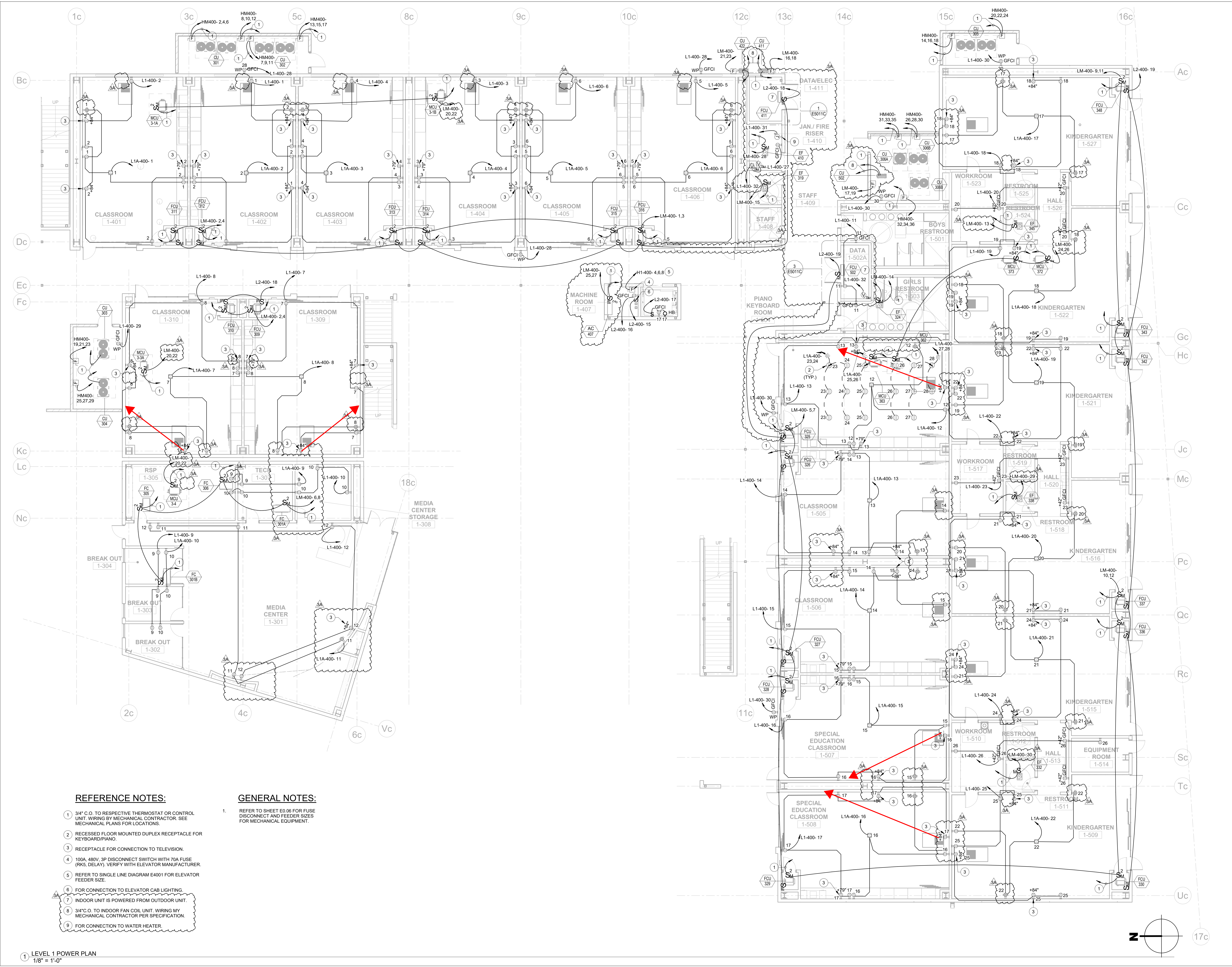
ISSUE

1 LEVEL 2 SIGNAL PLAN  
 1/8" = 1'-0"



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ISSUES  

NO.	ISSUANCE	DATE
1B	ADDENDUM 1B	04/03/2021
3A	ADDENDUM 3A	07/02/2021

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REGISTERED PROFESSIONAL ENGINEER  
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 REN. 08-30-22  
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 Los Angeles, CA 90015  
 tel (213) 789-0011 fax (213) 789-0016

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST.  
 OXNARD, CA 93030

PROJECT NO:  
 109990

DRAWN BY: Author	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver
SCALE: 1/8" = 1'-0"	DATE: 06/05/2019

SHEET TITLE  
**BUILDING C - LEVEL 1 POWER PLAN**

ASI 020  
 SHEET NUMBER **AD03A E2311RC** ISSUE

**REFERENCE NOTES:**

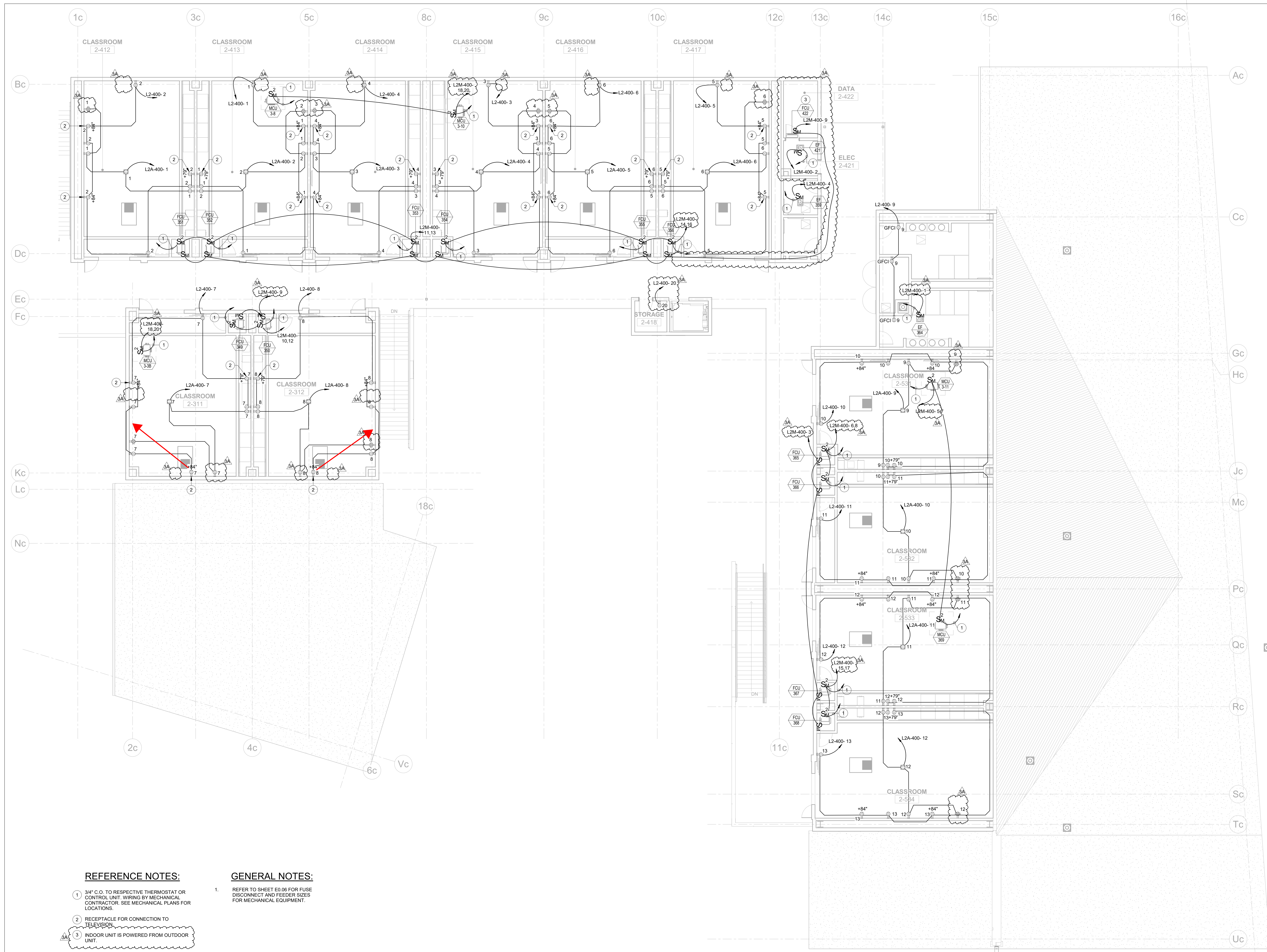
- 1 3/4" C.O. TO RESPECTIVE THERMOSTAT OR CONTROL UNIT. WIRING BY MECHANICAL CONTRACTOR. SEE MECHANICAL PLANS FOR LOCATIONS.
- 2 RECESSED FLOOR MOUNTED DUPLEX RECEPTACLE FOR KEYBOARD/PIANO.
- 3 RECEPTACLE FOR CONNECTION TO TELEVISION.
- 4 100A, 480V, 3P DISCONNECT SWITCH WITH 70A FUSE (RK5, DELAY). VERIFY WITH ELEVATOR MANUFACTURER.
- 5 REFER TO SINGLE LINE DIAGRAM E4001 FOR ELEVATOR FEEDER SIZE.
- 6 FOR CONNECTION TO ELEVATOR CAB LIGHTING.
- 7 INDOOR UNIT IS POWERED FROM OUTDOOR UNIT.
- 8 3/4" C.O. TO INDOOR FAN COIL UNIT. WIRING MY MECHANICAL CONTRACTOR PER SPECIFICATION.
- 9 FOR CONNECTION TO WATER HEATER.

**GENERAL NOTES:**

- 1 REFER TO SHEET E006 FOR FUSE DISCONNECT AND FEEDER SIZES FOR MECHANICAL EQUIPMENT.

1 LEVEL 1 POWER PLAN  
 1/8" = 1'-0"

B:\100\Rose Elementary School\109990\RoseES-BLD001-EV02.rvt  
 SCALE: 1/8" = 1'-0"  
 DATE: 06/05/2019  
 SHEET NUMBER: AD03A E2311RC  
 ISSUE:



**REFERENCE NOTES:**

- 1 3/4" C.O. TO RESPECTIVE THERMOSTAT OR CONTROL UNIT. WIRING BY MECHANICAL CONTRACTOR. SEE MECHANICAL PLANS FOR LOCATIONS.
- 2 RECEPTACLE FOR CONNECTION TO TELEVISION
- 3 INDOOR UNIT IS POWERED FROM OUTDOOR UNIT.

**GENERAL NOTES:**

1. REFER TO SHEET E036 FOR FUSE DISCONNECT AND FEEDER SIZES FOR MECHANICAL EQUIPMENT.

1 LEVEL 2 POWER PLAN  
1/8" = 1'-0"

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220 S. Driskill St, Oxnard, CA 93030

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ISSUES	ISSUANCE	DATE
NO 1		04/03/2021
1B ADDENDUM 1B		07/02/2021
3A ADDENDUM 3A		07/02/2021

CONSULTANTS  
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PROFESSIONAL ENGINEER  
REGISTERED PROFESSIONAL ENGINEER  
NO. E-13125  
REN. 08-30-22  
STATE OF CALIFORNIA

AGENCY INFORMATION:  
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Los Angeles, CA 90015  
tel (213) 789-0011 fax (213) 789-0016

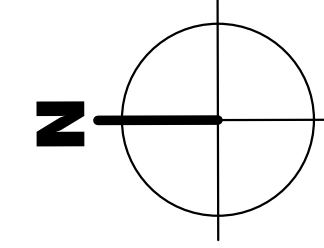
PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST.  
OXNARD, CA 93030

PROJECT NO: <b>109990</b>	CHECKED BY: Checker
DRAWN BY: Author	APPROVED BY: Approver
PROJECT MGR: Designer	DATE: 06/05/2019

SCALE:  
1/8" = 1'-0"

SHEET TITLE  
**BUILDING C - LEVEL 2 POWER PLAN**

**ASI 020**  
SHEET NUMBER: **AD03A**  
**E2321RC**



B:\1801\Rose Elementary School\180990\Rooses-BLD030-E2321RC.rvt

**Contingency**

**Draw**

**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 CM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 055

Date: 1/4/23

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Demolition and reinstall the first course of masonry at the trash enclosure in order to install new horizontal reinforcement that was conflicting with the trash enclosure tube steel structure installed in the masonry cells per RFI 193 and CCD 10.</p> <p style="text-align: center;">Ref. Cost Event #77</p>	<p>\$ 2,542.00</p>
--	--------------------

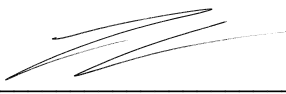
- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

CONSTRUCTION MANAGER  
 CFW Group, Inc.

By: 

By: 

By: \_\_\_\_\_

Date: 1/4/23

Date: 01/11/2023

Date: \_\_\_\_\_

OWNER - Oxnard School District

By: \_\_\_\_\_ Date: \_\_\_\_\_

# INLAND

**BUILDING CONSTRUCTION COMPANIES, INC.**  
 General Building • Tenant Improvements • Construction Specialties

SENT VIA:      Email

**CHANGE ORDER REQUEST #      2**

PAGES:      0

<b>PROJECT:</b>	Rose Ave. ES	<b>DATE:</b>	12/12/2022
<b>INLAND'S JOB NO:</b>	210-042	<b>PROJECT NO:</b>	
		<b>CONTRACT FOR:</b>	BP #28
<b>TO:</b>	Balfour Beatty Construction	<b>FROM:</b>	Tifani Barnes
<b>ATTN:</b>	Leon Cavallo		
<b>SUBJECT:</b>	CCD No. 010		

**DESCRIPTION:**

Costs associated with the revised CMU rebar layout per CCD No. 010

**Self Performed Work**

Labor	\$	-
Material	\$	-
Equipment	\$	-
<b>Subtotal</b>	<b>\$</b>	<b>-</b>
Contractor's Overhead & Profit	5%	\$ -
<b>Contractor's Subtotal</b>	<b>\$</b>	<b>-</b>

**Subcontractor Work**

Reyes Masonry Contractors, Inc.	\$	1,537.87
Vista Steel	\$	824.00
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
<b>Subcontractors Subtotals</b>	<b>\$</b>	<b>2,361.87</b>
Supervision	5%	\$ 118.09
<b>Subtotals</b>	<b>\$</b>	<b>2,479.96</b>

<b>Subtotal Contractors / Subcontractors</b>	<b>\$</b>	<b>2,479.96</b>
<b>Insurance</b>	1.5%	\$ 37.20
<b>Bond</b>	1%	\$ 24.80
<b>Textura Fee</b> (if applicable, .22% of contract if max \$3,750 has not been met)	\$	-
<b>Total Change Request</b>	<b>\$</b>	<b>2,541.96</b>

323 S. SIERRA WAY SAN BERNARDINO, CA 92408-1422  
 (909) 884 6276 Fax (909) 889-6936  
 LIC # 405281



**REYCON CONSTRUCTION INC.**  
**REYES MASONRY CONTRACTORS, INC.**

P.O. Box 910 • 1795 Lemonwood Drive  
 Santa Paula, California 93061  
 Tel # (805) 525-5256 / 525-8134  
 Fax # (805) 933-2282

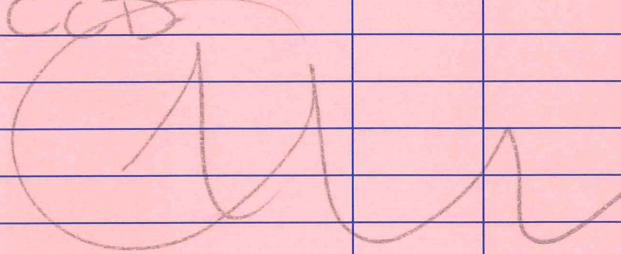
**WORK ORDER**  
 **DAILY RECORD**


406

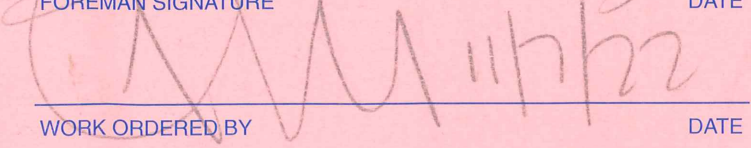
11243

To: BALFOUR BEATTY &  
INLAND CONC.

JOB NAME / NUMBER <u>ROSE ELEMENTARY</u>		
JOB LOCATION <u>OXNARD CA</u>		
WORK ORDERED BY <u>JEFF MURAY</u>	DATE OF WORK <u>11-3-22</u>	DAY <u>THURSDAY</u>
AUTHORIZATION #	PHONE	

QTY	MATERIAL / EQUIPMENT	PRICE	AMOUNT	DESCRIPTION OF WORK																
	Removal of block at T.E./overhaul per CGD			new layout of T.S per																
																				
				<table border="1"> <thead> <tr> <th>LABOR</th> <th>HRS</th> <th>RATE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>JESUS VENEGAS</td> <td>8</td> <td></td> <td></td> </tr> <tr> <td>EMILIO CRUZ</td> <td>8</td> <td></td> <td></td> </tr> <tr> <td>JUAN DANIEL REYES</td> <td>2</td> <td></td> <td></td> </tr> </tbody> </table>	LABOR	HRS	RATE	AMOUNT	JESUS VENEGAS	8			EMILIO CRUZ	8			JUAN DANIEL REYES	2		
LABOR	HRS	RATE	AMOUNT																	
JESUS VENEGAS	8																			
EMILIO CRUZ	8																			
JUAN DANIEL REYES	2																			
<b>TOTAL MATERIALS / EQUIPMENT</b>																				
<b>OTHER CHARGES</b>																				
				21-042																
<b>TOTAL OTHER CHARGES</b>																				
				<b>TOTAL LABOR</b>																
				<b>TOTAL MATERIALS</b>																
				<b>TOTAL OTHER CHARGES</b>																
				<b>SUBTOTAL</b>																
				<b>MARK-UP %</b>																
				<b>MARK-UP %</b>																
				<b>TOTAL</b>																

 11-7-22  
 FOREMAN SIGNATURE DATE

 11/7/22  
 WORK ORDERED BY DATE

October 31, 2022

INLAND BUILDING CONSTRUCTION COMPANY  
323 S. SIERRA HWY.  
SAN BERNADINO, CA 92408-1422

Project: ROSE AVE. ES

Re: **VT1878**

Ladies/Gentlemen,

Following is the description and breakdown for the above referenced additional charge:

**CC# 8                    EXTRA - PER CCD#10 MASONRY REBAR ORDERED BY JEFF  
                                 WITH INLAND. F.O.B MATERIAL. INLAND WILL PLACE.**

	QTY	UOM		
Fabricated material	481	LBS	\$	649.35
Detailing	0	HRS	\$	-
Cartage	1	DELIVERIES	\$	100.00
Installation	0	HRS	\$	-
Accessories		LS	\$	-
SUBTOTAL			\$	749.35
O&P	10%		\$	74.94
			\$	-
<b>TOTAL</b>			\$	<b>824</b>

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**

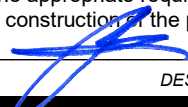
*Brenda L. Wargo*

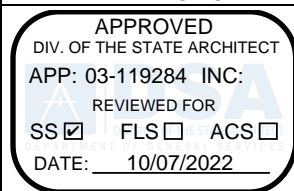
Brenda L. Wargo  
VP Of Operations

## APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. 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, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

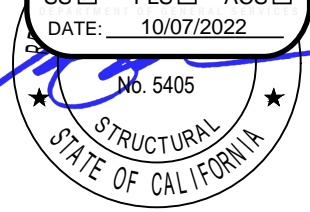
DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

<b>1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>)</b>			
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: 010      Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
<b>2. PROJECT INFORMATION:</b>			
School District/Owner: <u>Oxnard School District</u>		DSA File Number: <u>55 22</u>	
Project Name/School: <u>Rose Avenue K-5 School</u>		DSA Application Number <u>03 119284</u>	
<b>3. APPLICANT INFORMATION:</b>			
Date Submitted: <u>10/05/22</u>	Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? <u>1 + Supporting Documents</u>		
Firm Name: <u>IBI Group, a California Partnership</u>	Contact Name: <u>Ruben Ruiz</u>		
Work Email: <u>ruben.ruiz@ibigroup.com</u>	Work Phone: <u>(805) 546-0433</u>		
Firm Address: <u>4119 Broad Street, Suite 210</u>	City: <u>San Luis Obispo</u>	State: <u>Ca</u>	Zip Code: <u>93405</u>
<b>4. REASON FOR SUBMITTAL: (Check applicable boxes)</b>			
<input type="checkbox"/> For revision or addendum prior to construction.		<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification or a 90-Day Letter issued.			
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.			
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
<b>5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:</b>			
Name of the Design Professional In General Responsible Charge: <u>Richard Mello</u>			
Professional License Number: <u>C18079</u>		Discipline: <u>Architecture</u>	
<b>Design Professional in General Responsible Charge Statement:</b> The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.			
Signature: <u></u> DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE			
<b>6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:</b>			
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form DSA 1: Application for Approval of Plans and Specifications for this project. (For Deferred Submittals, refer to IR A-18: Use of Construction Documents Prepared by Other Professionals, and IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents, when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): <u>Revise re-bar layout to Detail 25/S1102, (Trash Enclosure), due to congestion with posts.</u>			
List of DSA-approved drawings affected by this post-approval document: <u>25/S1102</u>			

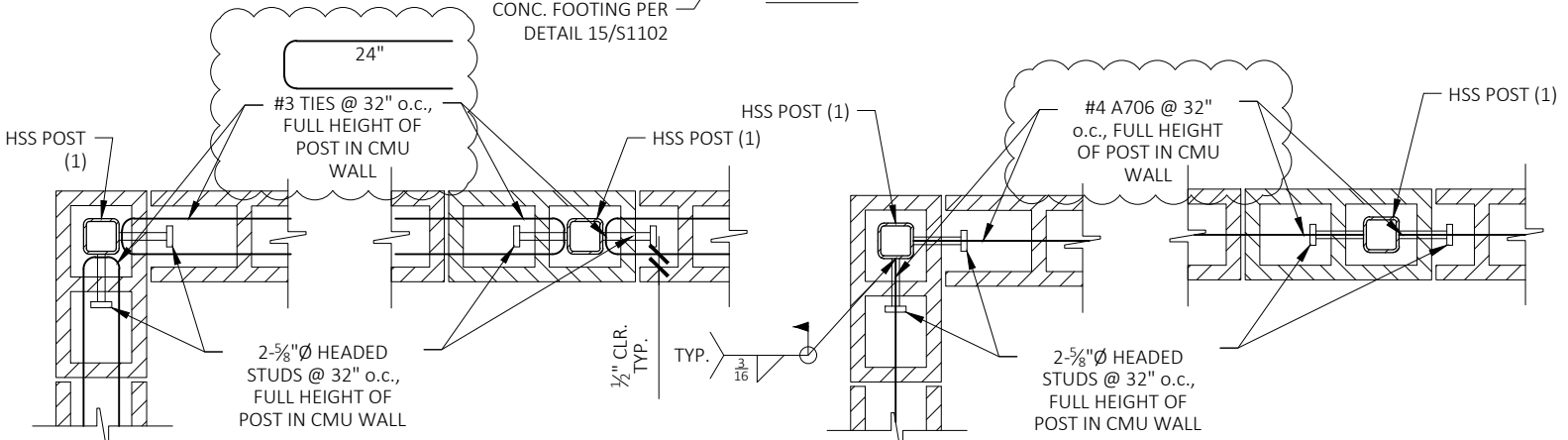
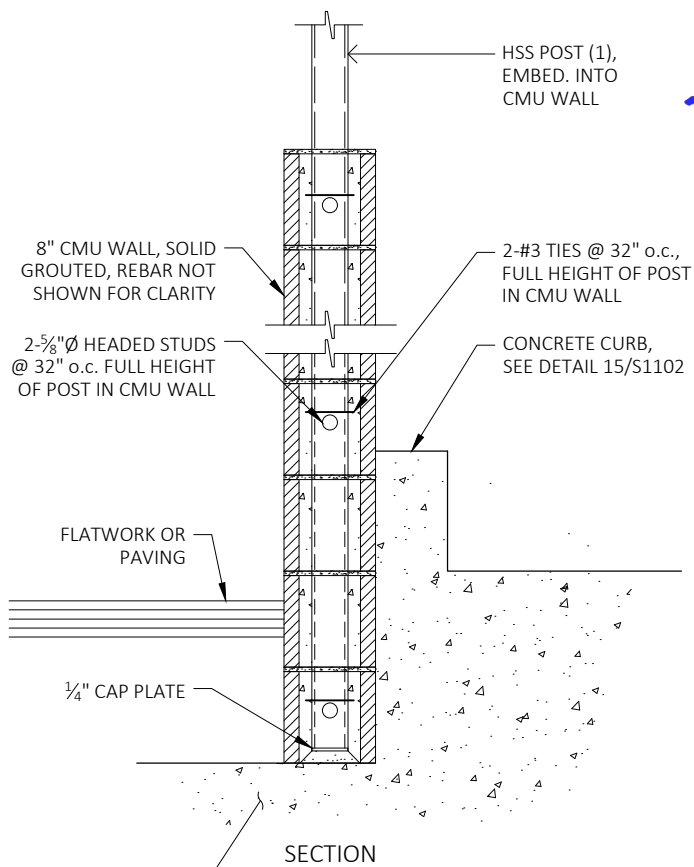
DSA USE ONLY		
	Returned	DSA STAMP
SSS <u>LZ</u> Date <u>10/7/2022</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____	Date: _____ By: _____	
FLS _____      Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required Comments: _____		
ACS _____      Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required Comments: _____		



APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 10/07/2022



DATE SIGNED:  
 09.27.22



PLAN - CORNER & END SIM.

PLAN - INTERIOR

PLAN - CORNER & END SIM.

PLAN - INTERIOR

OPTION A - U BAR

OPTION B - WELDED

NOTES: (#)  
 1. SEE TRASH ENCLOSURE FOUNDATION PLAN AND NOTES

**IBI**  
 ARCHITECTURE PLANNING  
 Los Angeles  
 537 S Broadway, Suite 500,  
 Los Angeles, Ca 90013 United States  
 tel +1 213 769 0011 ext 56118 fax +1 213 769 0016

<b>POST AT CMU WALL</b>			
<b>ROSE AVENUE K-5 SCHOOL</b>			DATE 09/27/22
<b>OXNARD SCHOOL DISTRICT</b>			<b>CCD10 S01</b>
PROJECT NO. 109990	DSA FILE NO. 56-22	DSA APP. NO. 03-119284	OXNARD CA REFERENCE SHEET NO. 25/S1102
			409

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Trash Enclosure - Steel Post & Rebar

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	09/13/2022	<b>STATUS:</b>	Open
<b>LOCATION:</b>		<b>DUE DATE:</b>	09/20/2022
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>		<b>SCHEDULE IMPACT:</b>	TBD
<b>COST IMPACT:</b>	TBD	<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>	Leon Cavallo (Balfour Beatty), Alex Garcia (Balfour Beatty), Ken Hinge (Kenco Construction Services), Linda Iversen (IBI Group), Janvi Kanani (IBI Group), Dennis Kuykendall (Balfour Beatty), Arega Mehrabian (IBI Group), Rick Ostrander (CFW, Inc.)		

**Question from Filbert Carbajal (Balfour Beatty) at 09:24 AM on 09/13/2022**

Detail 25/S1102 shows #3 ties are to be wrapped around the HSS 3x3x1/4 posts. However, it was discovered in the field that the configuration would not provide enough rebar spacing. Please confirm if it is acceptable to weld #3 rebar to the HSS 3x3x1/4 posts in lieu of wrapping them around.

**Attachments:**  
[RFI Steel & Rebar.pdf](#)

Awaiting an Official Response

**All Replies:**

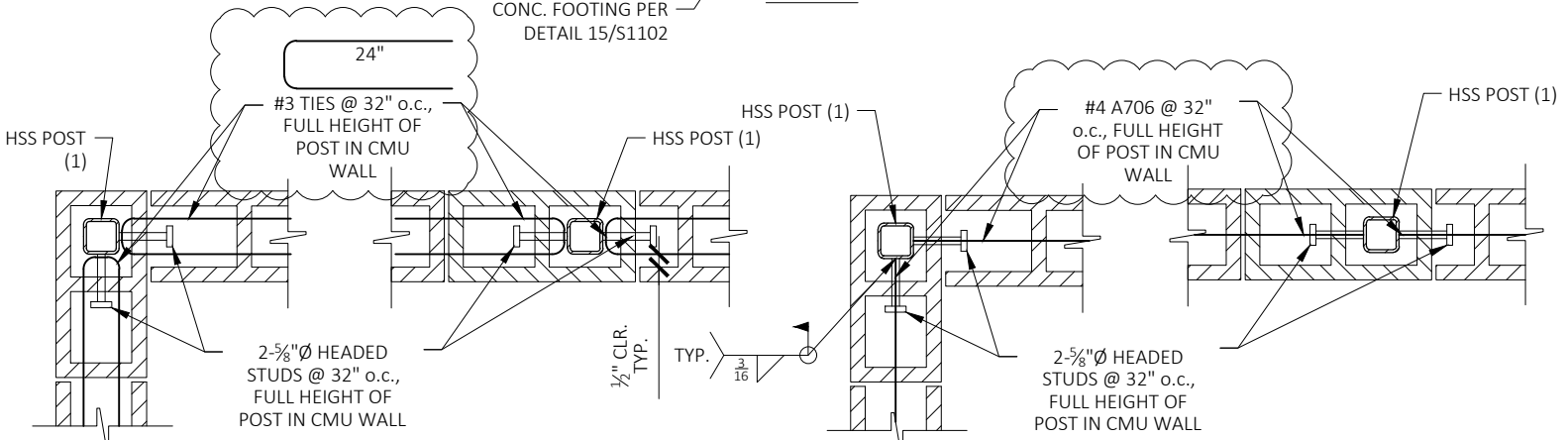
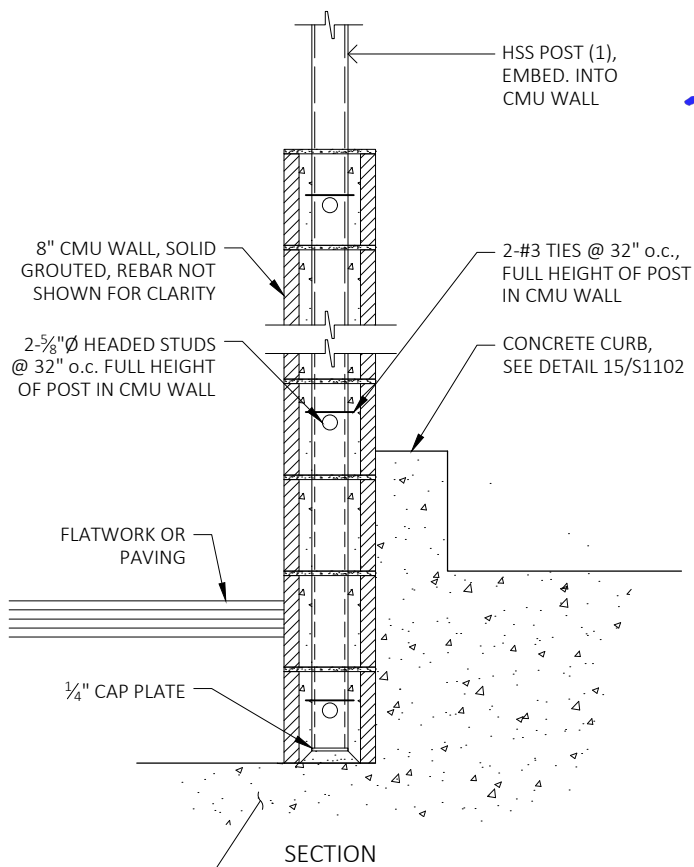
Attached is detail for an alternate reinforcing layout to be submitted as a CCD for DSA review.

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY Joe Klimczyk, P.E. DATE 9/28/22 COPIES TO \_\_\_\_\_



DATE SIGNED:  
09.27.22



PLAN - CORNER & END SIM.

PLAN - INTERIOR

PLAN - CORNER & END SIM.

PLAN - INTERIOR

OPTION A - U BAR

OPTION B - WELDED

NOTES: (#)  
1. SEE TRASH ENCLOSURE FOUNDATION PLAN AND NOTES

<p>Los Angeles</p> <p>1001 Wilshire Blvd., Suite 100-3100 Los Angeles, California 90017 213.769.0011 fax: 213.769.0016</p>	<b>POST AT CMU WALL</b>			DATE 09/27/22
	<b>ROSE AVENUE K-5 SCHOOL</b>			
	<b>OXNARD SCHOOL DISTRICT</b>			OXNARD CA
	PROJECT NO. 109990	DSA FILE NO. 56-22	DSA APP. NO. 03-119284	REFERENCE SHEET NO. 25/S1102















## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	3/21/2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	76
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #76, CDR #62, Access control pathways at building "A" and "B".

Provide labor, material and equipment per Districton on 10-5-22 and on 12-9/22 per Dana Miller to provide work on T&M for Taft to rough in and pull a circuit from the closet 120V panel and bring it above each door, including Aiphone Intercom and electrified hardware upgrades from Montgomery Hardware for for Doors 111, 111B, and 206.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
<b>Taft Labor</b>	\$	1,520.68	
<b>Taft Equipment</b>	\$	-	
<b>Taft Material</b>	\$	211.48	
<b>Taft (O&amp;P @ 15%)</b>	\$	259.82	
<b>Freight and Delivey</b>	\$	45.82	
<b>Taft Bond Fee</b>	\$	-	
		<b>Subtotal B: \$</b>	<b>2,037.80</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
		<b>Grand Total = (A + B + C + D + E)</b>	<b>\$ 2,037.80</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

*Rafael Alamillo*

3/21/2023

Print Name & Title (General Contractor)

Signature

Date

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	3/21/2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	76
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #76, CDR #62, Access control pathways at building "A" and "B".

Provide labor, material and equipment per Districton on 10-5-22 and on 12-9/22 per Dana Miller to provide work on T&M for Taft to rough in and pull a circuit from the closet 120V panel and bring it above each door, including Aiphone Intercom and electrified hardware upgrades from Montgomery Hardware for for Doors 111, 111B, and 206.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
<b>Montgomery Labor</b>	\$	6,750.00	
<b>Montgomery Equipment</b>	\$	7,569.17	
<b>Montgomery Material</b>	\$	1,135.00	
<b>Montgomery (O&amp;P @ 15%)</b>	\$	1,013.00	
Freight and Delivey	\$	400.00	
<b>Montgomery Bond Fee</b>	\$	169.00	
		<b>Subtotal B: \$</b>	<b>17,036.17</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
		<b>Grand Total = (A + B + C + D + E)</b>	<b>\$ 17,036.17</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

*Rafael Alamillo*

3/21/2023

Print Name & Title (General Contractor)

Signature

Date



## CHANGE ORDER REQUEST

### COR #012 CE#076 Building A Access Control Rough in

**To:** Raphael Alamillo Project Manager  
Balfour Betty  
300 E. Esplanade Drive #1120  
Oxnard, CA 93036

**From:** Tim Harris Project Manager  
**Phone:** (805) 320-1623  
**Email:** [tharris@taftelectric.com](mailto:tharris@taftelectric.com)

**Phone:** (805) 206-8614  
**Email:** [RALamillo@balfourbettyus.com](mailto:RALamillo@balfourbettyus.com)  
**CC:**

**Date Issued:** 3/21/2023

<b>Requested Amount:</b>	<b>\$</b>	<b>\$2,038.00</b>
--------------------------	-----------	-------------------

The change in scope for the amount requested above is as follows:

#### COR #012

SCOPE: Installed conduit and boxes for rough in for the building A access control. This does not include any conduit or wiring to the electric panel.

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

This proposal supersedes all previously submitted proposals relating to this same work. Any work from other trades that is required to complete this work is not included as a part of this proposal.

Unless otherwise indicated, this proposal is valid for 30 calendar days from the above date of issuance. Taft Electric reserves the right to revise or amend this proposal should approval or direction to proceed take longer than 30 calendar days.

#### EXCLUSIONS:

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.
4. Any and all parts and labor not specifically listed above or within.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.

Submitted By:

Approved By:

---

Tim Harris  
Project Manager  
Taft Electric Company

Date

---

Raphael Allamillo  
Project Manager  
Balfour Betty Corporation

Date















**Montgomery Hardware Co.**  
Established 1917

*Doors and Frames, Door Hardware, Security Products and Installation*

8777 Lanyard Court, Rancho Cucamonga, CA 91730

Tel: (909) 204-4000 Email: info@montgomeryhardware.com

# Change Order

Order # **300346**  
Order Name **Rose Avenue K-5 School**

## Contemplated Change Order #10 Add Electrified Hardware to Accommodate Aiphone Intercom

<b>1 Pair Doors #111</b>		<b>Exterior from Lobby 111</b>		<b>90 /180° RHRA</b>	
-1	Steel Mullion	KR4954 7'6" SECURITY SCREW PKG		SP28	VO 0.00
1	Steel Mullion	KR4854 7'6" SECURITY SCREW PKG	RHR	SP28	VO 1,297.25
1	Electric Strike	6111 FSE		US32D	VO 816.32
1	Aiphone IP Video Door Station	IX-DV			MISC 1,474.88
1	Finish Material	MISC.			MISC 295.50
Opening Total:					<b>3,883.95</b>

<b>1 Single Door #111B</b>		<b>Lobby 111 from Work Station 110</b>		<b>100° LHR</b>	
1	Electric Strike	6111 FSE		US32D	VO 816.32
1	Rocker Switch	RCI 909F-MOW		BEIGE	MISC 59.10
1	Finish Material	MISC.			MISC 295.50
Opening Total:					<b>1,170.92</b>

<b>1 Single Door #206</b>		<b>Exterior from Hallway/ Lockers 206</b>		<b>180° LHR</b>	
1	Electric Strike	6210 FSE		US32D	VO 743.92
1	Aiphone IP Video Door Station	IX-DV			MISC 1,474.88
1	Finish Material	MISC.			MISC 295.50
Opening Total:					<b>2,514.30</b>

### Section Totals

08 71 00 Door Hardware	4,619.41
28 00 00 Electronic Safety and Security	2,949.76
Installation Onsite / Integration	6,750.00
Overhead & Profit - Materials	1,135.00
Overhead & Profit – Installation / Integration	1,013.00
Freight and Delivery	400.00
Bond	169.00

Grand Total (9.25% Tax Included): **17,036.17**



**Montgomery Hardware Co.**  
Established 1917

*Doors and Frames, Door Hardware, Security Products and Installation*

8777 Lanyard Court, Rancho Cucamonga, CA 91730

Tel: (909) 204-4000 Email: info@montgomeryhardware.com

# Change Order

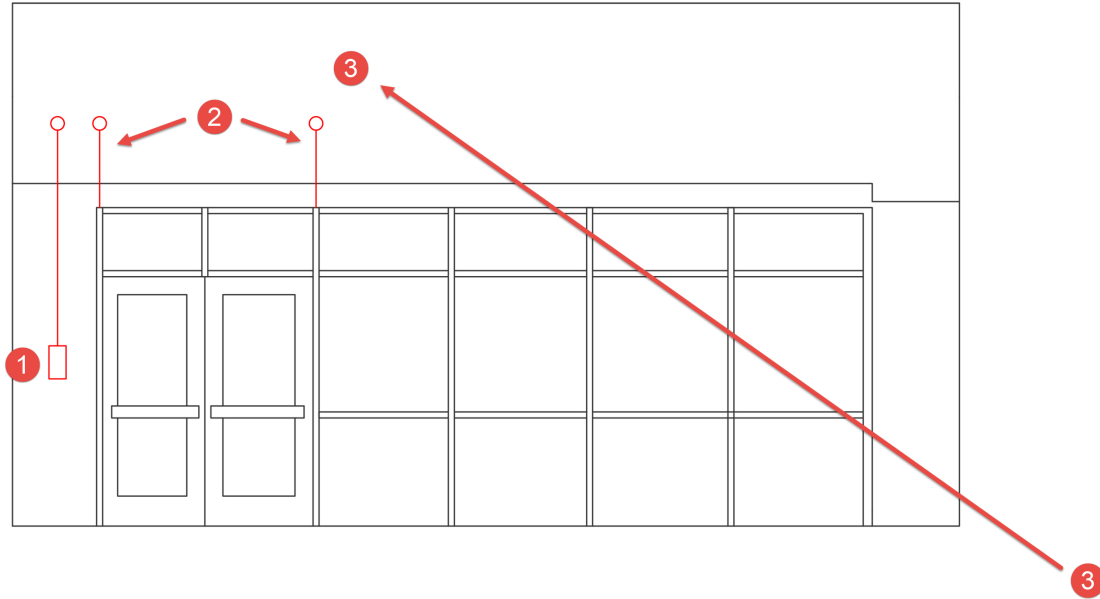
Order # 300346  
Order Name Rose Avenue K-5 School

**Contemplated Change Order #10**  
**Add Electrified Hardware to Accommodate Aiphone Intercom**

INTEGRATION OPTIONAL ADD ONS					
1 EA	Aiphone Master Desk Station	IX-MV7-W	WHITE	ADD	1,777.66
1 EA	Aiphone MasterStation Software	IX-SOFT		ADD	1,340.00
1 EA	Aiphone Software 3 Bundle	IX-SOFT-3		ADD	3,840.00
1 EA	Aiphone Software 5 Bundle	IX-SOFT-5		ADD	6,033.00

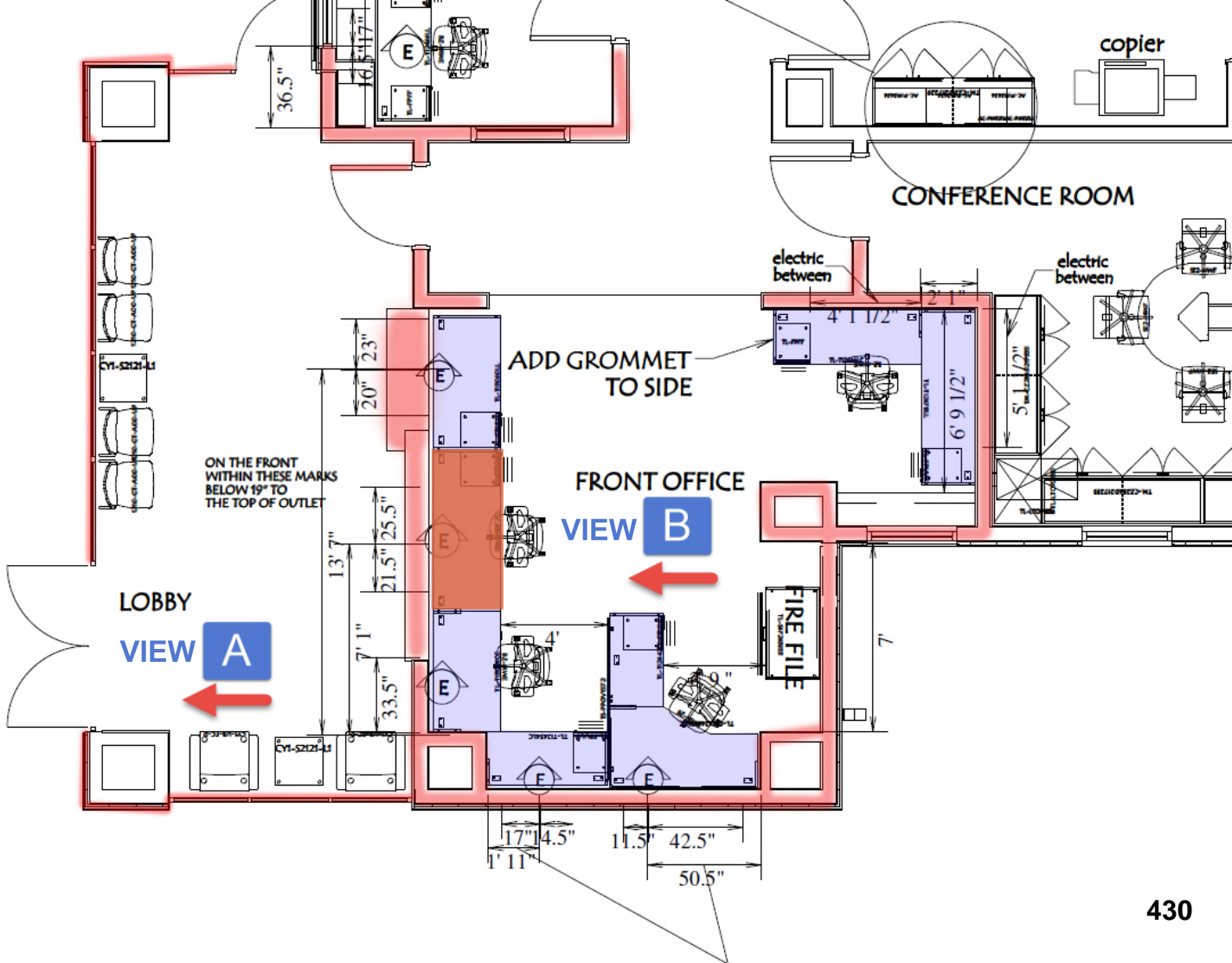
1. JUNCTION BOX WITH 1-GANG RING AND  $\frac{3}{4}$ " CONDUIT STUBBED OUT ABOVE
  - a. AIPHONE VIDEO DOOR STATION
2.  $\frac{3}{4}$ " CONDUIT TO EACH LATCH SIDE OF DOOR FRAME (TOTAL OF 2)
3. 120V TO POWER STOREFRONT AND INSIDE LOBBY DOOR ELECTRIC DOOR STRIKE
4.  $\frac{3}{4}$ " CONDUIT TO STRIKE SIDE OF DOOR FRAME
5. JUNCTION BOX WITH 1-GANG RING AND  $\frac{3}{4}$ " CONDUIT STUBBED OUT ABOVE
  - a. 911 PANIC BUTTON
6. JUNCTION BOX WITH 1-GANG RING AND  $\frac{3}{4}$ " CONDUIT STUBBED OUT ABOVE
  - a. WIRED DOOR BUZZER
7. CONVERT EXISTING 2 DATA TO 4 DATA
  - a. AIPHONE HANDSET STATION

**A**  
VIEW



**B**  
VIEW





## Alamillo, Rafael

---

**From:** Tim Harris <tharris@taftelectric.com>  
**Sent:** Wednesday, October 5, 2022 11:56 AM  
**To:** Cavallo, Leon; Ronald Franco  
**Cc:** Garcia, Alex; Reyes, David M.; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com  
**Subject:** RE: Rose ES: Bldg A access control rough-in (PCO 076)

Leon,

After discussing with Ron the rough in labor and material, a quick ROM would be around \$4,000. That is just to do the work for the rough in on the drawings from the Access Sub-contractor.

In addition we will need to pull a circuit from the closet 120V panel. It looks like they want power above each door, I am sure one circuit can achieve this. This can just be red lined.

Get back to me with any questions or comments.

Thank you,



Tim Harris | Project Manager  
**TAFT ELECTRIC COMPANY**  
805-654-7962 - Direct  
805-320-1623 - Cell  
**Serving all of California**

---

**From:** Cavallo, Leon <LCavallo@Balfourbeattyus.com>  
**Sent:** Wednesday, October 5, 2022 10:22 AM  
**To:** Ronald Franco <RFranco@taftelectric.com>; Tim Harris <tharris@taftelectric.com>  
**Cc:** Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Reyes, David M. <DavidReyes@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com  
**Subject:** RE: Rose ES: Bldg A access control rough-in (PCO 076)

Ron and Tim,

Would you give me a rough order of magnitude for this rough-in. A reply to this email is OK.

Thanks,

**Leon Cavallo, CMIT**

Project Manager | Balfour Beatty

C: 805-206-8614

E: lcavallo@balfourbeattyus.com | www.balfourbeattyus.com

## Balfour Beatty

---

**From:** Cavallo, Leon

**Sent:** Wednesday, October 5, 2022 8:41 AM

**To:** Ronald Franco <[RFranco@taftelectric.com](mailto:RFranco@taftelectric.com)>; Tim Harris <[tharris@taftelectric.com](mailto:tharris@taftelectric.com)>

**Cc:** Garcia, Alex <[AlexGarcia@Balfourbeattyus.com](mailto:AlexGarcia@Balfourbeattyus.com)>; Reyes, David M. <[DavidReyes@Balfourbeattyus.com](mailto:DavidReyes@Balfourbeattyus.com)>; [com-inbound-rose-ave-elem-school-reconstruction@procoretech.com](mailto:com-inbound-rose-ave-elem-school-reconstruction@procoretech.com)

**Subject:** Rose ES: Bldg A access control rough-in (PCO 076)

Ron and Tim,

Please see the attached rough-in plan for some additional door access rough-in at building A. Please coordinate with Alex and/or David prior to starting. Let's go on a T&M basis referencing PCO #76 make sure to get your tickets signed daily.

Thanks,

**Leon Cavallo, CMIT**

Project Manager | Balfour Beatty

C: 805-206-8614

E: [lcavallo@balfourbeattyus.com](mailto:lcavallo@balfourbeattyus.com) | [www.balfourbeattyus.com](http://www.balfourbeattyus.com)

## Balfour Beatty

---

**From:** Cavallo, Leon

**Sent:** Wednesday, October 5, 2022 8:18 AM

**To:** Todd Mann <[ToddMann@montgomeryhardware.com](mailto:ToddMann@montgomeryhardware.com)>

**Cc:** Justin McFerran <[jmcferran@montgomeryhardware.com](mailto:jmcferran@montgomeryhardware.com)>; Nick Valenti <[nvalenti@montgomeryhardware.com](mailto:nvalenti@montgomeryhardware.com)>; [com-inbound-rose-ave-elem-school-reconstruction@procoretech.com](mailto:com-inbound-rose-ave-elem-school-reconstruction@procoretech.com)

**Subject:** RE: Product Info for iPhone options

Todd,

Please see the attached rough-in plan. It turns out they want after hours buzz – in control of doors 111 and 111B.

The sketch shows hinge side pathways to door 111 along with a 120v power above the ceiling and the strike side pathway down the frame on door 111B. I wanted to confirm this rough-in plan is adequate for future electric hardware changes or would you suggest any other pathways?

Then District would like to discuss completing a mini-front entry access plan. Would you have some time next week?

Thanks,

**Leon Cavallo, CMIT**

Project Manager | Balfour Beatty

C: 805-206-8614

E: [lcavallo@balfourbeattyus.com](mailto:lcavallo@balfourbeattyus.com) | [www.balfourbeattyus.com](http://www.balfourbeattyus.com)

## Balfour Beatty



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**From:** Todd Mann <[ToddMann@montgomeryhardware.com](mailto:ToddMann@montgomeryhardware.com)>  
**Sent:** Thursday, September 29, 2022 3:52 PM  
**To:** Cavallo, Leon <[LCavallo@Balfourbeattyus.com](mailto:LCavallo@Balfourbeattyus.com)>  
**Cc:** Justin McFerran <[jmcferran@montgomeryhardware.com](mailto:jmcferran@montgomeryhardware.com)>; Nick Valenti <[nvalenti@montgomeryhardware.com](mailto:nvalenti@montgomeryhardware.com)>  
**Subject:** Product Info for AiPhone options

External Email

I appreciate the conversation today. See link below for info for a short lead time, hardwired, AiPhone option. As you review the product info you will find that there are several mounting options for this device including wall mounted or mullion mounted directly to the storefront system. Not sure if this would be the type of option the district is looking for, but if you would like us to get in on conversations with your team and the district from an integration/electrified hardware perspective, we are happy to help. As I said, we are a certified integration company and are open direct with most all security hardware manufacturers. Let me know how we can help you.

<https://www.aiphone.com/products/jp-series>

Todd Mann  
Senior Project Manager  
Director of Contract Estimating and Operations  
Montgomery Hardware Company  
Office: (909) 204-4007  
Cell: (714) 423-3303  
[toddmann@montgomeryhardware.com](mailto:toddmann@montgomeryhardware.com)

## Alamillo, Rafael

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**From:** Miller, Dana <dmiller@oxnardsd.org>  
**Sent:** Friday, December 9, 2022 3:29 PM  
**To:** Cavallo, Leon; Rick Ostrander  
**Cc:** com-inbound-rose-ave-elem-school-reconstruction@procoretech.com  
**Subject:** RE: [EXTERNAL]Rose Ave. ES: Confirming District Authorization

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Green Category

### External Email

The District approves these items to move forward on T&M. Thank you.

---

**From:** Cavallo, Leon <LCavallo@Balfourbeattyus.com>  
**Sent:** Friday, December 9, 2022 2:45 PM  
**To:** Rick Ostrander <rostrander@cfwinc.com>  
**Cc:** Miller, Dana <dmiller@oxnardsd.org>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com  
**Subject:** [EXTERNAL]Rose Ave. ES: Confirming District Authorization

**CAUTION:** This email originated from outside of the Oxnard School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rick,

As a follow up to my call I wanted to confirm that direction previously received by CFW for the following power & AV changes on a T&M basis are authorized by the District.

1. CE #76 Access control pathways at building "A" and "B".
2. CE #83 – RFI 217-Bldg B MPR Speakers
3. CE #86 – Charging Station Power in Classrooms, one room in Media Center, revised WAP & Power at MPR.
4. CE #91 – TV and Promethean power/comm elevation adjustments.

Thank you,

**Leon Cavallo, CMIT**

Project Manager | Balfour Beatty

C: 805-206-8614

E: lcavallo@balfourbeattyus.com | www.balfourbeattyus.com

**Balfour Beatty**

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## Alamillo, Rafael

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**From:** Todd Mann <ToddMann@montgomeryhardware.com>  
**Sent:** Friday, November 4, 2022 1:22 PM  
**To:** Cavallo, Leon  
**Cc:** Justin McFerran; Nick Valenti  
**Subject:** MHC COP# 10 - iPhone & Electrified Hardware Upgrades  
**Attachments:** 300346\_CCO-10 (iPhone and Electrified Hardware Upgrades).pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Green Category

### External Email

Hi Leon,

Happy Friday! Attached is our quote for the iPhone and electrified hardware upgrades we have been discussing for Doors 111, 111B, and 206. The price shown will cover all materials and labor involved to upgrade each opening and would allow the district to control the iPhone devices via the free mobile app. The optional prices listed on page two would be in addition to the stated base price, and would allow the district to engage with the iPhone devices beyond the free mobile app via a master desk station(s) or software licensing.

Please let us know if there are any questions, and thanks again for the opportunity.

Have a great weekend!

Todd Mann  
Senior Project Manager  
Director of Contract Estimating and Operations  
Montgomery Hardware Company  
Office: (909) 204-4007  
Cell: (714) 423-3303  
[toddmann@montgomeryhardware.com](mailto:toddmann@montgomeryhardware.com)

## **AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Rose Avenue Elementary School Reconstruction ("Project") for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

### **AMENDMENT**

The Parties agree to revise the following language to SECTION 1 of the Agreement:

**H. Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents (\$1,695,042.00)**, and, (2) Sublease Payments in the amount of **\$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

The Parties agree to add the following language to SECTION 5 of the Agreement:

### **SECTION 12. PERSONNEL ASSIGNMENT**

A. Contractor shall assign **Leon Cavallo** as Project Manager/Superintendent for the Project. So long as **Leon Cavallo** 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.

**APPROVED:**

**Balfour Beatty Construction, LLC:**



*Signature*

Brian H. Cahill President, California Division  
*Typed Name/Title*

09/28/2021  
*Date*

**OXNARD SCHOOL DISTRICT:**



*Signature*

Lisa A. Franz, Director, Purchasing  
*Typed Name/Title*

10-7-2021  
*Date*

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

**EXHIBIT A**

Scope of Work

**DRAWINGS**

Plan Sheets Prepared by IBI Architects, Architects Project No 109990, DSA No 03-119284, DSA Approval July 10, 2019

**PROJECT DESCRIPTION**

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1**, (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2**, (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**.

**Contract Documents Listed**

**1. Specifications**

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation



07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification

23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

## 2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
GENERAL	G1100A	BUILDING A - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100B	BUILDING B - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100C	BUILDING C - CODE ANALYSIS FIRST FLOOR PLAN
GENERAL	G1101C	BUILDING C - CODE ANALYSIS SECOND FLOOR PLAN
GENERAL	G1200	LIFE AND SAFETY
CIVIL	C101	TITLE SHEET AND GENERAL NOTES
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3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings

- A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.
- B. 2003-03-24 Interim Portables, 16 pages.
- C. 2006-12-21 MA Mod Record, 92 pages.
- D. 2009-09 FA Drawings Non-DSA, 10 pages.
- E. Rose ES Drawings\_Health Department II-20190515, 70 pages.
- F. Rose ES Health Department Permit to construct, 6 pages.
- G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports

- A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.
- B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.
- C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.
- D. CTE Rose Elementary School Geotech Report\_r1 2017-11-27, 218 pages.
- E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.
- F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches

- A. SK-1 Daktronics GS6 Elevation, 9 pages.
- B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.
- C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.

- D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.
  - E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.
  - F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.
7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.
8. Logistics Plan & Safety Plan
- A. Rose Ave ES Hardscape Phasing Plan, 1 page.
  - B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.
  - C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.
  - D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.
  - E. Rose Ave ES Safety Plan, 1 page.
  - F. Rose Ave ES Stair Tower Logistics Plan, 1 page.
9. Addenda
- A. Addendum 1A 2021-06-16, 77 pages.
  - B. Addendum 1B 2021-06-16, 75 pages.
  - C. Addendum 1C 2021-06-16, 54 pages.
  - D. Addendum 2 2021-06-24, 93 pages.
  - E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**  
**EXHIBIT B**

See Site Lease Agreement #17-159 previously executed on November 17, 2017



**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

## **SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.
- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

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to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
  
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
  
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
  
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
  
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
  
- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
  
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

## **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

## **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

## **SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

**SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

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Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

### **SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.



- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

## **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

**SECTION 11. NOT USED**

**SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign \_\_\_\_\_ as Project Manager/Superintendent for the Project. So long as \_\_\_\_\_ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

**SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

**SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

**SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

**SECTION 17. USE OF PREMISES**

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Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

### **SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

## **SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

## **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

## #17-158

be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

### **SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

### **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

### **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC  
10620 Treena St., Suite 300  
San Diego, CA 92131  
Attn: Dennis Kuykendall

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,  
Garcia Hernandez Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
1901 South Victoria Avenue, Suite 106  
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

#### **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

#### **SECTION 27. HEADINGS**

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

#### **SECTION 28. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that



they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

**SECTION 31. SEVERABILITY**

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

## EXHIBIT B

### Oxnard School District – Rose Avenue Elementary School Reconstruction

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

## 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

## 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

## #17-158

review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

#### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

#### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

## #17-158

of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.


### 7. Schedule for Pre-Construction Services.

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
  
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

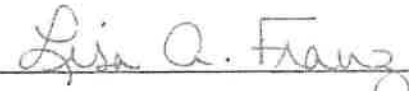
CONTRACTOR

Balfour Beatty Construction, LLC  
10620 Trenea St., Suite 300  
San Diego, CA 92131

By:   
Name/Title: Brian Cahill, President, California Division  
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, CA 93030

By:   
Name/Title: Lisa A. Franz, Director, Purchasing  
Date: 11-7-17

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

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

**Ratification of Allocations of Project E&O Contingency #8 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

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The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), (2) Sublease Payments in the amount of \$173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Project Errors and Omissions (E&O) Allowance is in the amount of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying document list all the account draws approved to date for the Contractor Contingency.

Fund activity is as follows:

Project (E&O) Contingency Allocation Approval: This contingency fund began with a fund balance of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00). There have been allocations totaling One Hundred Sixty-Nine Thousand Six Hundred Eighty-Five Dollars and Five Cents (\$169,685.05) leaving a fund balance of Seven Hundred Twenty-

Seven Thousand Six Hundred Eighty-Nine Dollars and Ninety-Five Cents (\$727,689.95).

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #8 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

**ADDITIONAL MATERIALS:**

**Attached:** Project Contingency Allocation #008 (2 Pages)

CDR #33 - CE 50 - (30 Pages)

CDR #35 - CE 64 (7 Pages)

CDR #48 - CE #80 - (6 Pages)

CDR #54 (7 pages)

CDR #56 - CE 102 (48 Pages)

CDR #57 R1 (7 Pages)

CDR #60 (2 Pages)

CDR #61 CE 116 (8 Pages)

Amendment #001 (21 Pages)

Agreement #17-158 - Balfour Beatty Construction LLC ( 22 Pages)





# PROJECT CONTINGENCY (E & O) ALLOCATION APPROVAL

Date: 04/17/2024

Project Contingency (E&O) Approval No.008

**PROJECT:** Rose Ave. ES K-5 Reconstruction  
O.S.D. BID No. N/A  
O.S.D. Agreement No. 17-158

**OWNER:** Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

**ARCHITECT:** IBI/Arcadis  
537 South Broadway  
Los Angeles CA 90015

**CONTRACTOR:** Balfour Beatty Construction LLC  
13520 Evening Creek Dr. North #270  
San Diego CA 92128

**Architects Proj. No.:** 109990  
**D.S.A. File No.:** 56-22  
**D.S.A. App. No.:** 03-119284

**Attn:** Dennis Kuykendall

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

ORIGINAL CONTRACTOR CONTINGENCY SUM PER GMP.....	\$ 897,375.00
NET CHANGE - ALL PREVIOUS CONTRACTOR (E&O) ALLOCATIONS.....	\$ (106,658.25)
ADJUSTED CONTINGENCY SUM.....	\$ 790,716.75
<b>NET CHANGE – ALLOCATION #008</b> .....	<b>\$ (63,026.80)</b>
Total Allocations to Date: .....	\$ 169,685.05
<b>ADJUSTED CONTINGENCY SUM THROUGH NO #008</b> .....	<b>\$ 727,689.95</b>
Commencement Date: .....	November 1, 2021
Original Completion Date: .....	October 5, 2023
Original Contract Time: .....	705 Calendar Days
Time Extension for all Previous Change Orders: .....	<b>97 Days</b>
Time Extension for this Change Order: .....	0 Days
Adjusted Completion Date: .....	January 12, 2024

Total Contractor Contingency Allocation Approval No. 008 ..... \$ 63,026.80

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**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

Item	Description	Additional Cost related to Bid/Buyout	Conflicts Discrepancies or Errors in Documents	Additional Work Required by IOR or Other Agency not in Plans	Other Item Agreed to by District and Contractor
1.	CDR #33 – Add support beams for HVAC units		\$14,479.00		
2.	CDR #35 – Install floor drains at Bldg C		\$4,561.00		
3.	CDR #48 – Install hose bibb on Bldg B low roof		\$1,076.00		
4.	CDR #54 – Install backing for Bldg C expansion joint per RFI 254		\$3,571.00		
5.	CDR #56 – Install 20 Gauge galvanized roof edge closure as modified		\$29,889.84		
6.	CDR #57 R1 – Extend bottom of concrete for school sign		\$5,814.72		
7.	CDR #60 – Trash enclosure changes		\$2,541.96		
8.	CDR #61 – Resolve louver overlap reveal conflict		\$1,093.28		
	Totals		\$63,026.80		

<b>Contingency</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (CDR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	CM	<input checked="" type="checkbox"/>	CFW, Inc.

**CONTINGENCY DRAW REQUEST**





<b>PROJECT:</b>	Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	<b>Contingency Request #:</b> 033
		<b>Date:</b> 7/21/22
<b>TO:</b>	Oxnard School District 1051 South A. Street Oxnard, CA 93030	

The Contract is changed as follows:

<p>Per DSA revision #2 furnish and install additional support steel at building "B" for the support of the rooftop mechanical units at their relocated locations per the to relocation of the make up air unit per RFI 079, the relocation of mechanical units AC201 and AC203 per RFI 075 and the final layout of unit AC202 per General Contractor's coordinated BIM effort.</p> <p>Please note that the originally planned support steel was completed in January 2022 prior to the design and BIM Coordination efforts had been completed.</p> <p align="center">Ref. Cost Event #50.</p>	<p>\$ 14,479.00</p>
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- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

<p><b>CONTRACTOR</b> Balfour Beatty</p> <p>By: <u></u></p> <p>Date: <u>7/21/22</u></p>	<p><b>ARCHITECT</b> IBI Group</p> <p>By: <u></u></p> <p>Date: <u>11/29/2022</u></p>	<p><b>CONSTRUCTION MANAGER</b> CFW Group, Inc.</p> <p>By: <u></u></p> <p>Date: <u>11/29/2022</u></p>
<p><b>OWNER - Oxnard School District</b></p> <p>By: <u></u></p>		<p>Date: <u>11/30/22</u></p>

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	7/21/2022
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	50
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**  
 Per DSA revision #2 furnish and install additional support steel at building "B" for the support of the rooftop mechanical units at their relocated locations per the to relocation of the make up air unit per RFI 079, the relocation of mechanical units AC201 and AC203 per RFI 075 and the final layout of unit AC202 per General Contractor's coordinated BIM effort.

Please note that the originally planned support steel was completed in January 2022 prior to the design and BIM Coordination efforts had been completed.

Ref. Cost Event #50.  
 \*propose draw from project Contractor contingency

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Ironman, Inc.	\$	14,479.00	
	\$	-	
	\$	-	
		<b>Subtotal B: \$</b>	<b>14,479.00</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>			
	\$	-	
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>14,479.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Leon Cavallo, Project Manager - Balfour Beatty



7/21/2022

Print Name & Title (General Contractor) Signature Date

# IRONMAN

I N C O R P O R A T E D

**Ironman, Inc.**  
20555 Superior Street  
Chatsworth, CA 91311  
Phone: 818.341.0980  
Fax: 818.456.0112

Date: 7/15/2022  
Page 1 of 1  
**CO #: 9**  
Job #: 185  
Rose K-5

## Change Order Request

**To: Leon Cavallo**  
Balfour Beatty  
300 E. Esplanade Drive  
#1120  
Oxnard, CA 93036  
Phone: 805-983-1558  
Fax: 805-983-7249

**Subject:** Bldg. B Mechanical Beams

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Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

### Description of Change:

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Per the request of the general contractor and field coordination with other subcontractors, Ironman, Inc. has costs associated with the modified and added steel for the mechanical support framing as indicated on the attached backup documents.

Total cost of this COR: \$14,778.54

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The change will cause an increase of \$14,778.54 to the contract amount.

A signature below indicates acceptance of all changes shown herein.

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Accepted By

*Ore Dagan*  
Ironman, Inc.



Ironman, Inc.  
20555 Superior Street  
Chatsworth, CA 91311  
Phone: 818.341.0980

Job Name: **Rose K-5**  
Address: 220 S. Driskill St.  
Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185  
IMN COR # **009**  
BBC PCO #:

Date: **7/15/2022**

Attn: **Leon Cavallo**

**Ironman CO #009 - Bldg. B Mechanical Beams**

ACTIVITY DESCRIPTION	Detail	DATA		Detailing			Shop Labor			Field Labor			Foreman Labor		
		Qty.	Unit	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total
<b>Added Work:</b>															
- BLDG B MECHANICAL BEAM RE-WORK		1.0	EA	1.00	8	\$ 88.00	704	26.00	26	\$ 83.00	\$ 2,158	25.00	25	\$ 134.00	\$ 3,350
-		0.0	EA	0.00	-	\$ 88.00	-	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -
-		0.0	EA	0.00	-	\$ 88.00	-	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -
<b>Totals:</b>					<b>8</b>		<b>\$704</b>		<b>26</b>		<b>\$2,158</b>		<b>25</b>		<b>\$3,350</b>

**NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)**

SEE COVER PAGE FOR DESCRIPTION. ADDED DETAILING TIME OF EIGHT HOURS FOR COORDINATION SKETCHES AND FOR NEW BEAM AND ERECTION DRAWINGS. SHOP FABRICATION TIME OF TWO HOURS PER BEAM TO FABRICATE THIRTEEN NEW BEAMS. FIELD LABOR OF TWELVE HOURS (3 MEN, 4 HOURS) TO REMOVE SIX OF THE THIRTEEN BEAMS THAT WERE ALREADY INSTALLED AND TO BUNDLE AND MAKE READY FOR PICKUP. THIRTEEN HOURS (1 HR PER BEAM) TO REINSTALL THE STEEL BEAMS.

MAIN PAGE

	TOTAL Costs
Overhead Cranes (No Charge)	\$0.00
Flame Cutting System (\$.74/Hr.)	\$0.00
Propylene (\$8.45/Lb.)	\$0.00
Oxygen (\$1.45/Lb.)	\$0.00
Wire Brushes (\$4.39 ea.)	\$17.56
Wire Cups (\$28.59 ea.)	\$0.00
Grinder Wheels (\$6.19 ea.)	\$12.38
Ford F550 (\$45.20/Hr.) RIG	\$361.60
Welding Wire (\$6.63/Lb.)	\$66.30
Welding Rod (\$8.16/Lb.)	\$0.00
Welding Systems (\$14.04/Hr.)	\$112.32
Compressor (\$8.76/Hr.)	\$70.08
LN-25 Wire Feeder (\$11.12/Hr.)	\$88.96
<b>TOTAL Costs for 2 Field Days</b>	<b>\$1,458.40</b>



[MAIN PAGE](#)

Brown Strauss (INVOICE ATTACHED)

PICKUP & DELIVERY

Forklift & Crane Time

QTY	SHOP	FIELD	TOTAL Costs
1	\$4,030.50	\$0.00	\$4,030.50
2	\$0.00	\$350.00	\$700.00
1	\$0.00	\$450.00	\$450.00
			\$5,180.50

## LABOR RATE SHEET

Date:	1/1/2022	Trade: Ironworker
Contractor:	TOP Steel Erectors Inc.	Local: 433
Project:	Zone 3 LA projects	Classification:
Rate Effective Through:	01/01/2022 -12/31/2024	Gen Foreman

	Straight Time	Overtime (1.5)	Double Time
<b>BASE</b>			
A. 1. Base Rate	\$55.70	\$83.55	\$111.40
<b>B. VACATION &amp; HOLIDAY</b>			
2. Vacation & Holiday	5.65	5.65	5.65
Subtotal of A + B	\$61.35	\$89.20	\$117.05
<b>C. BENEFITS</b>			
3. Health and Welfare	\$10.20	\$10.20	\$10.20
4. Pension	13.32	\$13.32	13.32
5. Apprenticeship Program	0.72	\$0.72	0.72
6. Other (Please list)			
annuity	4.06	\$4.06	4.06
admin trust	0.03	\$0.03	0.03
LMCT	0.44	\$0.44	\$0.44
WCTF	0.04	\$0.04	0.04
IMPACT			
Subtotal of C	\$28.81	\$28.81	\$28.81
<b>D. PAYROLL INSURANCE &amp; TAX</b>			
11. Social Security 6.2% of (A+B)	3.80	5.53	7.26
12. Medicare 1.45% of (A+B)	0.89	1.29	1.70
13. FUTA 5.4%	0.18	0.18	0.18
14. SUI @ 6.2%	0.21	0.21	0.21
15. Workman's Comp (A+B)	26.17	38.04	49.92
16. Liability Insurance (A+B)	12.05	17.52	22.99
Subtotal of D	\$43.30	\$62.78	\$82.26
<b>E. MARK UP</b>			
17. Overhead & Profit	\$20.02	\$27.12	\$34.22
 TOTAL HOURLY WAGE (A+B+C+D+E)	<b>\$153.47</b>	<b>\$207.90</b>	<b>\$262.33</b>

## LABOR RATE SHEET

Date: <u>1/1/2022</u>	Trade: <u>Ironworker</u>
Contractor: <u>TOP Steel Erectors Inc.</u>	Local: <u>433</u>
Project: <u>Zone 3 LA projects</u>	Classification: <u>Foreman</u>
Rate Effective Through: <u>01/01/2022-12/31/2024</u>	

	Straight Time	Overtime (1.5)	Double Time
<b>BASE</b>			
A. 1. Base Rate	\$50.73	\$76.10	\$101.46
<b>B. VACATION &amp; HOLIDAY</b>			
2. Vacation & Holiday	5.65	5.65	5.65
Subtotal of A + B	\$56.38	\$81.75	\$107.11
<b>C. BENEFITS</b>			
3. Health and Welfare	\$10.20	\$10.20	\$10.20
4. Pension	13.32	\$13.32	13.32
5. Apprenticeship Program	0.72	\$0.72	0.72
6. Other (Please list)			
annuity	4.06	\$4.06	4.06
admin trust	0.03	\$0.03	0.03
LMCT	0.44	\$0.44	\$0.44
WCTF	0.04	\$0.04	0.04
IMPACT			
Subtotal of C	\$28.81	\$28.81	\$28.81
<b>D. PAYROLL INSURANCE &amp; TAX</b>			
11. Social Security 6.2% of (A+B)	3.50	5.07	6.64
12. Medicare 1.45% of (A+B)	0.82	1.19	1.55
13. FUTA 5.4%	0.18	0.18	0.18
14. SUI @ 6.2%	0.21	0.21	0.21
15. Workman's Comp (A+B)	24.05	34.86	45.68
16. Liability Insurance (A+B)	11.07	16.05	21.04
Subtotal of D	\$39.82	57.56	\$75.30
<b>E. MARK UP</b>			
17. Overhead & Profit	\$18.75	\$25.22	\$31.68
TOTAL HOURLY WAGE (A+B+C+D+E)	\$143.76	\$193.33	\$242.90

## LABOR RATE SHEET

Date: 1/1/2021 Trade: Ironworker  
 Contractor: TOP Steel Erectors Inc. Local: 433  
 Project: Zone 3 LA projects Classification: Journeyman  
 Rate Effective Through: 01/01/2022 -12/31/2024

	Straight Time	Overtime (1.5)	Double Time
<b>BASE</b>			
A. 1. Base Rate	\$45.73	\$68.60	\$91.46
<b>B. VACATION &amp; HOLIDAY</b>			
2. Vacation & Holiday	5.65	5.65	5.65
Subtotal of A + B	\$51.38	\$74.25	\$97.11
<b>C. BENEFITS</b>			
3. Health and Welfare	\$10.20	\$10.20	\$10.20
4. Pension	13.32	\$13.32	13.32
5. Apprenticeship Program	0.72	\$0.72	0.72
6. Other (Please list)			
annuity	4.06	\$4.06	4.06
admin trust	0.03	\$0.03	0.03
LMCT	0.44	\$0.44	\$0.44
WCTF	0.04	\$0.04	0.04
IMPACT	-		-
Subtotal of C	\$28.81	\$28.81	\$ 28.81
<b>D. PAYROLL INSURANCE &amp; TAX</b>			
11. Social Security 6.2% of (A+B)	3.19	4.60	6.02
12. Medicare 1.45% of (A+B)	0.75	1.08	1.41
13. FUTA 5.4%	0.18	0.18	0.18
14. SUI @ 6.2%	0.21	0.21	0.21
15. Workman's Comp (A+B)	21.91	31.67	41.42
16. Liability Insurance (A+B)	10.09	14.58	19.07
Subtotal of D	\$36.33	52.32	68.31
<b>E. MARK UP</b>			
17. Overhead & Profit	\$17.49	\$23.31	\$29.13
TOTAL HOURLY WAGE (A+B+C+D+E)	\$134.00	\$178.67	\$223.36

# Order Verification Report

5/11/2022 4:27:31 PM

Brown Strauss Steel  
3727 W. Lower Buckeye Rd.  
Phoenix AZ 85009  
United States  
602-233-0219



## Conditions:

1. Materials are subject to prior sale.
2. Quantity changes may cause a change in pricing.
3. All Quotations are subject to change without notice.
4. Please review for errors and omissions.
5. Custom ordered mill material is non-changeable and non-cancellable.

**Order:** SFT0076556

**Date Order** 5/11/2022

**Cust PO:** 6346

**Salesperson:** Pat York

**Date Wanted:** 5/13/2022

**Ship Via:**

**Job #:** ROSE AVE

**Job Name:** ROSE AVE ES RECONSTRUCTION

**Page #:** 1 of 1

**Customer:** C040050

**Ship To:** 0

MARVYN/ORE  
IRONMAN, INC.  
20555 SUPERIOR ST  
CHATSWORTH CA 91311-4418  
United States

IRONMAN, INC.  
20555 SUPERIOR ST  
CHATSWORTH CA 91311-4418  
United States

No.	Description	PCS	Length	Weight	CWT Price	CFT Price	Proc Chg	Amount	Stock
1	W 12" X 22# - A992	3	65.000	4,290.0	85.80	0.00	0.00	3,680.82	24
				<b>Total Weight:</b>	<b>4,290.000</b>				

**Sales Amount:** 3,680.82

**Order Disc (0.0000%):** 0.00

**Surcharge:** N/A

**Sales Tax:** 349.68

**Freight:** 0.00

**Misc:** 0.00

**Prepaid:** 0.00

**Total:** 4,030.50

## APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. 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, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

<b>1. SUBMITTAL TYPE:</b> (Is this a resubmittal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number: 02	CCD Number: <span style="float:right">Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/></span>
<b>2. PROJECT INFORMATION:</b>			
School District/Owner: Oxnard School District		DSA File Number: 55 22	
Project Name/School: Rose Avenue K-5 School		DSA Application Number 03 119284	
<b>3. APPLICANT INFORMATION:</b>			
Date Submitted: 06/15/22		Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages?	
Firm Name: IBI Group, a California Partnership		Contact Name: Ruben Ruiz	
Work Email: ruben.ruiz@ibigroup.com		Work Phone: (805) 546-0433	
Firm Address: 4119 Broad Street, Suite 210		City: San Luis Obispo	State: Ca Zip Code: 93405
<b>4. REASON FOR SUBMITTAL:</b> (Check applicable boxes)			
<input type="checkbox"/> For revision or addendum prior to construction.		<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form <i>DSA 301-N: Notification of Requirement for Certification</i> , <i>DSA 301-P: Posted Notification of Requirement for Certification</i> or a 90-Day Letter issued.			
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.			
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
<b>5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:</b>			
Name of the Design Professional In General Responsible Charge: Richard Mello			
Professional License Number: C18079		Discipline: Architecture	
<b>Design Professional in General Responsible Charge Statement:</b> The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of the California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of _____			
<b>Signature:</b> _____		<b>DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE</b>	
Pending DSA Approval			
<b>6. CONFIRMATION, DESCRIPTION OF PROJECT AND SCOPE OF WORK:</b>			
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form <i>DSA 1: Application for Approval of Plans and Specifications</i> for this project. (For <i>Deferred Submittals</i> , refer to <i>IR A-18: Use of Construction Documents Prepared by Other Professionals</i> , and <i>IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents</i> , when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): Revision to Roof Framing at Building B, due to HVAC unit location adjustments.			
List of DSA-approved drawings affected by this post-approval document: S2811B			

DSA USE ONLY		Returned	DSA STAMP
SSS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required		Date:  By:	
Comments: _____			
FLS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required			
Comments: _____			
ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required			
Comments: _____			

**GENERAL INFORMATION**

PROJECT: ROSE AVENUE K-8 SCHOOL

OWNER: ONNARD SCHOOL DISTRICT  
2208 Diamond Blvd, Onnard, CA 95320

DESIGNER: SSG  
SOUTHERN STRUCTURAL GROUP, INC.  
10000 S. DEER CREEK ROAD, SUITE 100  
DUBLIN, CA 94568  
TEL: (925) 835-1100  
WWW.SSGSTRUCTURAL.COM

DATE: 08/15/2018

PROJECT NO: 18-001

PROJECT NAME: RECONSTRUCTION OF ROSE AVENUE K-8 SCHOOL  
2208 DIAMOND BLVD  
ONNARD, CA 95320

PROJECT TYPE: BUILDING B - LOW ROOF FRAMING PLAN

REV: 02  
DATE: 08/15/2018  
BY: [Signature]

**S2811-GENERAL NOTES**

1. REFER TO ALL OTHER DRAWINGS FOR DETAILS.
2. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.
3. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.
4. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.
5. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.
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18. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.
19. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.
20. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.

**S2811-KEYNOTES**

1. REFER TO ALL OTHER DRAWINGS FOR DETAILS.

2. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.

3. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.

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15. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.

16. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.

17. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.

18. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.

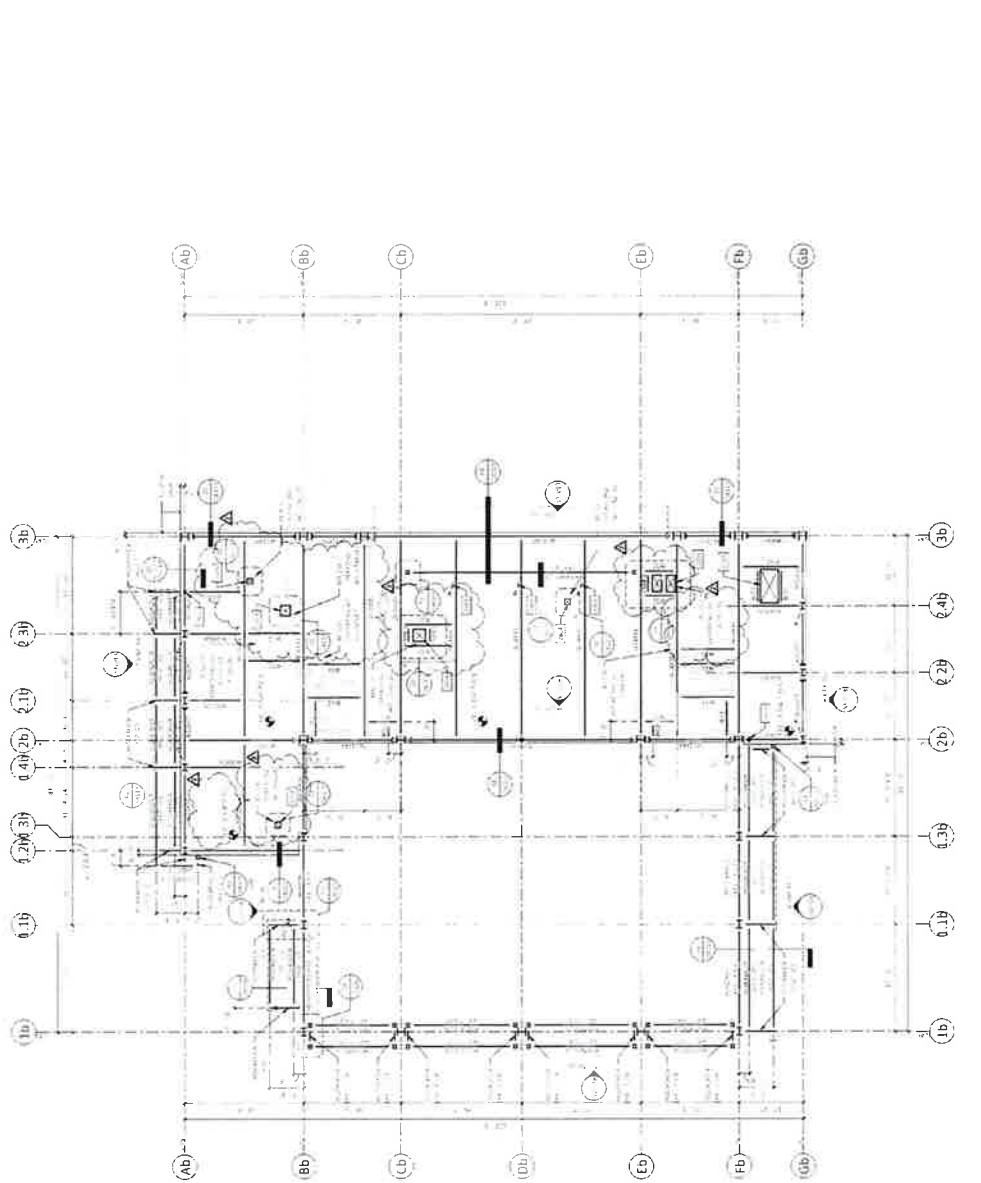
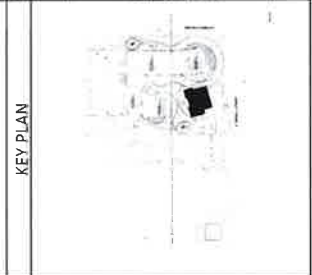
19. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.

20. PROVIDE ALL MATERIALS AND METHODS AS SHOWN.

**S2811-SCHEDULES**

**DECK SCHEDULE - BLDG B**

NO.	DESCRIPTION	QTY	UNIT
1	2" X 8" SIPS	1000	SQ. FT.
2	2" X 8" SIPS	1000	SQ. FT.
3	2" X 8" SIPS	1000	SQ. FT.
4	2" X 8" SIPS	1000	SQ. FT.
5	2" X 8" SIPS	1000	SQ. FT.
6	2" X 8" SIPS	1000	SQ. FT.
7	2" X 8" SIPS	1000	SQ. FT.
8	2" X 8" SIPS	1000	SQ. FT.
9	2" X 8" SIPS	1000	SQ. FT.
10	2" X 8" SIPS	1000	SQ. FT.



**BUILDING B - LOW ROOF FRAMING PLAN**

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

### Bldg "B" - Mechanical Ventilation Code Bust

<b>TO:</b>	Linda Iversen (IBI Group) Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	01/24/2022	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING B	<b>DUE DATE:</b>	01/31/2022
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	
<b>COST IMPACT:</b>		<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	Smith RFI #15
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>	Cody Scheidt (Smith Electric Service (Santa Maria))		
<b>COPIES TO:</b>	Leon Cavallo (Balfour Beatty), Alex Garcia (Balfour Beatty), Ken Hinge (Kenco Construction Services), Linda Iversen (IBI Group), Janvi Kanani (IBI Group), Dennis Kuykendall (Balfour Beatty), Arega Mehrabian (IBI Group), Rick Ostrander (CFW, Inc.)		

**Question from Filbert Carbajal (Balfour Beatty) at 07:47 AM on 01/24/2022**

On building B there is a design flaw with AC-203 and MAU-201 per the mechanical ventilation code chapter 5 section 502.2.1 states that all exhaust air vents (Power exhaust on AC-203) shall be a minimum of 10'-0" away from any forced air intake (MAU-201). See attached PDF showing conflict.

Please advise.

**Attachments:**  
[RFI 15 Bldg B Mech Ventilation Code Bust.pdf](#)

Awaiting an Official Response

**All Replies:**

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_



## **RFI # 15**

### **REQUEST FOR INFORMATION**

Date: 1-24-22

**PROJECT:** Oxnard High School

**Trade:** HVAC

**Spec. Section(s):**

**Subject:** RFI#017 - Building B Mechanical ventilation code bust

**Time impact:** possible

**Cost impact:** possible

#### **REFERENCE:**

**Please provide the following clarification(s):**

On building B there is a design flaw with AC-203 and MAU-201 per the mechanical ventilation code chapter 5 section 502.2.1 states that all exhaust air vents (Power exhaust on AC-203) shall be a minimum of 10'-0" away from any forced air intake (MAU-201). See attached PDF showing conflict.

Please advise.

**Submitted By:** Cody Scheidt

**Response:**

**Answered By:**

THIS PLAN IS THE PROPERTY OF ROSE AVENUE K-5 SCHOOL AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

DATE: 05/11/2024

**roshanian & associates**  
 ARCHITECTS AND ENGINEERS  
 11111 W. 111th St., Suite 100  
 Los Angeles, CA 90024  
 (310) 341-1111  
 www.roshanian.com



REVISION INFORMATION

NO.	DESCRIPTION	DATE
01	ISSUE FOR PERMIT	05/11/2024

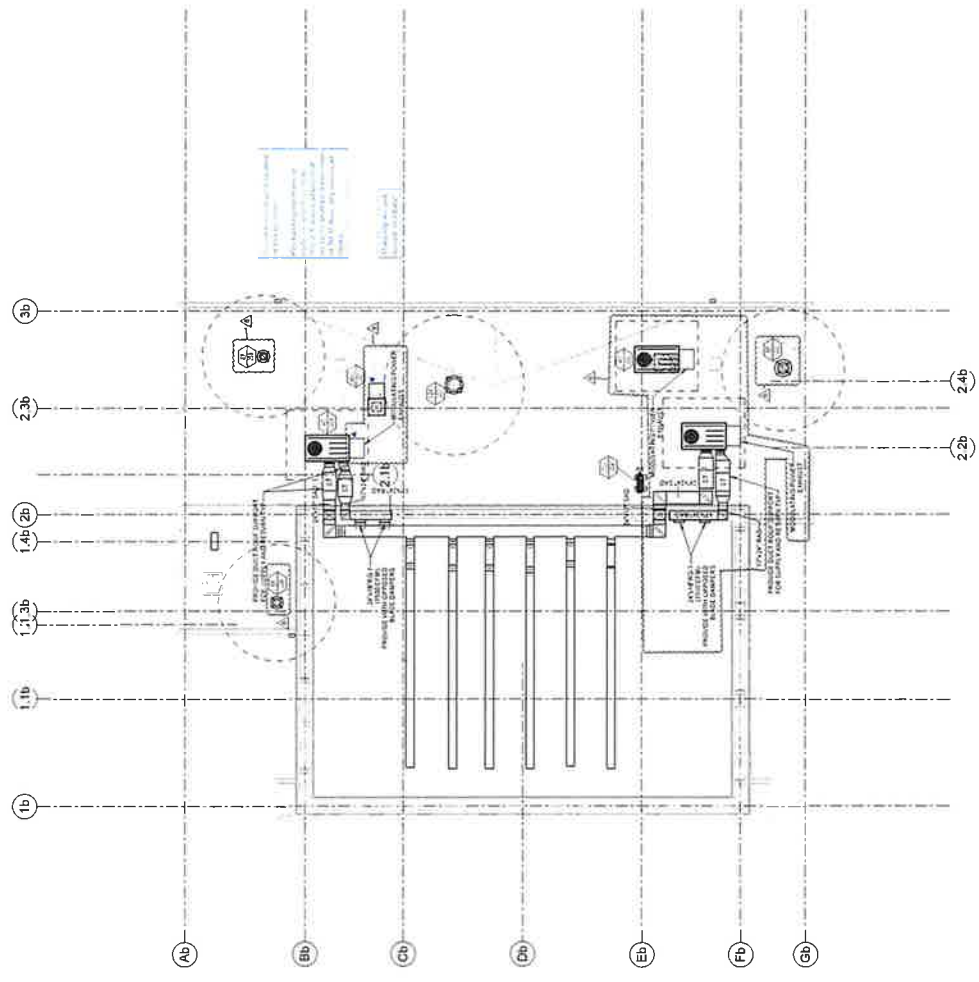


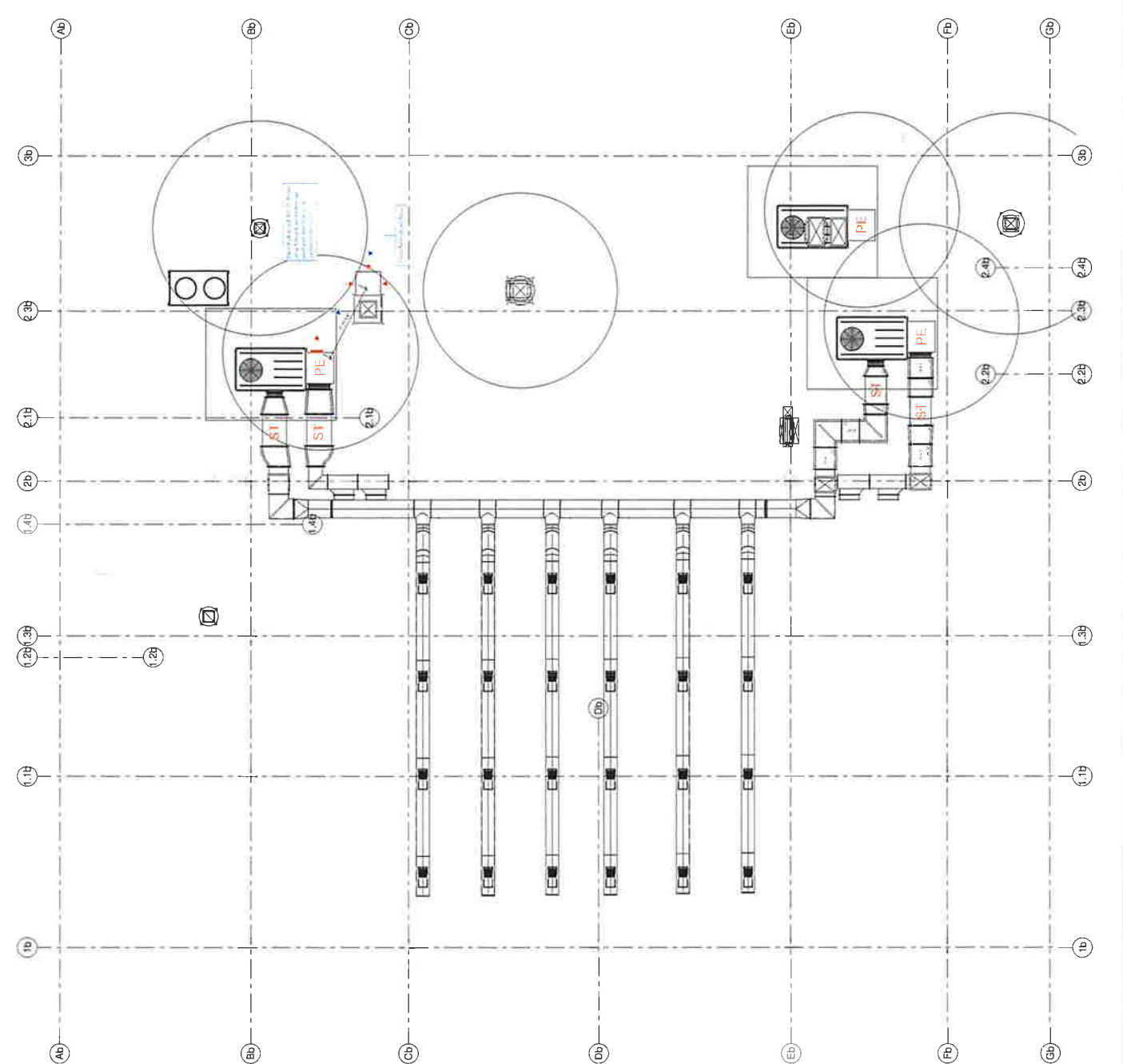
RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL  
 220 S. FRANKLIN ST.  
 OXNARD, CA 93050

109990

MULTIPURPOSE BUILDING B - MECHANICAL ROOF PLAN

M2321-B





Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

### Bldg B - AC-201 Trane Unit Duct Design Flaw

<b>TO:</b>	Linda Iversen (IBI Group) Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	01/13/2022	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING B	<b>DUE DATE:</b>	01/20/2022
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	
<b>COST IMPACT:</b>		<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>	M2321B	<b>REFERENCE:</b>	Smith RFI #14
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>	Cody Scheidt (Smith Electric Service (Santa Maria))		
<b>COPIES TO:</b>	Leon Cavallo (Balfour Beatty), Alex Garcia (Balfour Beatty), Ken Hinge (Kenco Construction Services), Linda Iversen (IBI Group), Janvi Kanani (IBI Group), Dennis Kuykendall (Balfour Beatty), Arega Mehrabian (IBI Group), Rick Ostrander (CFW, Inc.)		

**Question from Filbert Carbajal (Balfour Beatty) at 03:25 PM on 01/12/2022**

On building B there is a design flaw with AC-201 current duct configuration, see attached PDF's showing design flaw conflict.

Proposed solution re-design mechanical duct leaving AC-201 and entering the gymnasium.

Please advise.

**Attachments:**  
[RFI 14 Bldg B AC-201 Trane Unit Duct Design.pdf](#)

Awaiting an Official Response

**All Replies:**

---

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_

## **RFI # 14**

### **REQUEST FOR INFORMATION**

Date: 1-12-22

**PROJECT:** Oxnard High School

**Trade:** HVAC

**Spec. Section(s):**

**Subject:** RFI#014 - Building B AC-201 Trane unit duct design flaw

**Time impact:** possible

**Cost impact:** possible

#### **REFERENCE:**

**Please provide the following clarification(s):**

On building B there is a design flaw with AC-201 current duct configuration, see attached PDF's showing design flaw conflict.

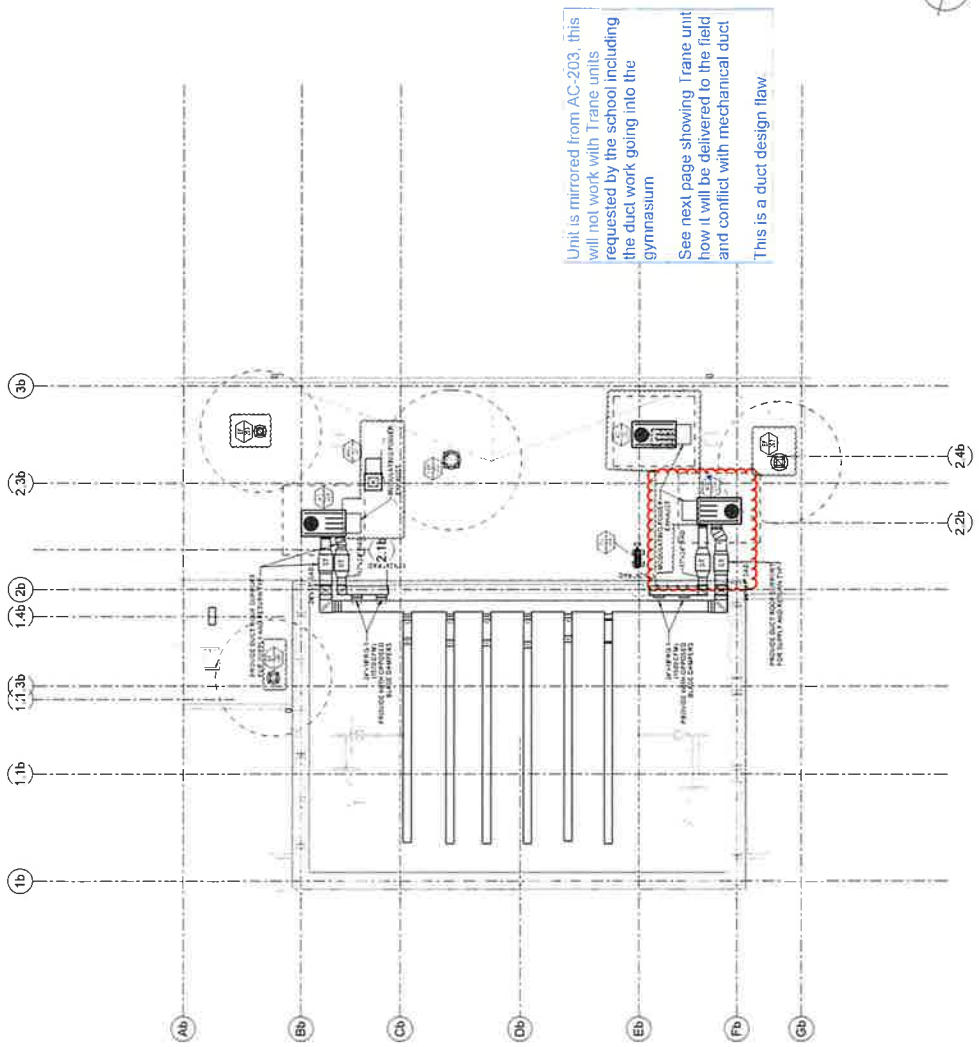
Proposed solution re-design mechanical duct leaving AC-201 and entering the gymnasium.

Please advise.

**Submitted By: Cody Scheidt**

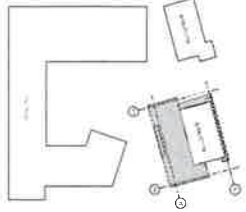
**Response:**

**Answered By:**



MECHANICAL ROOF PLAN

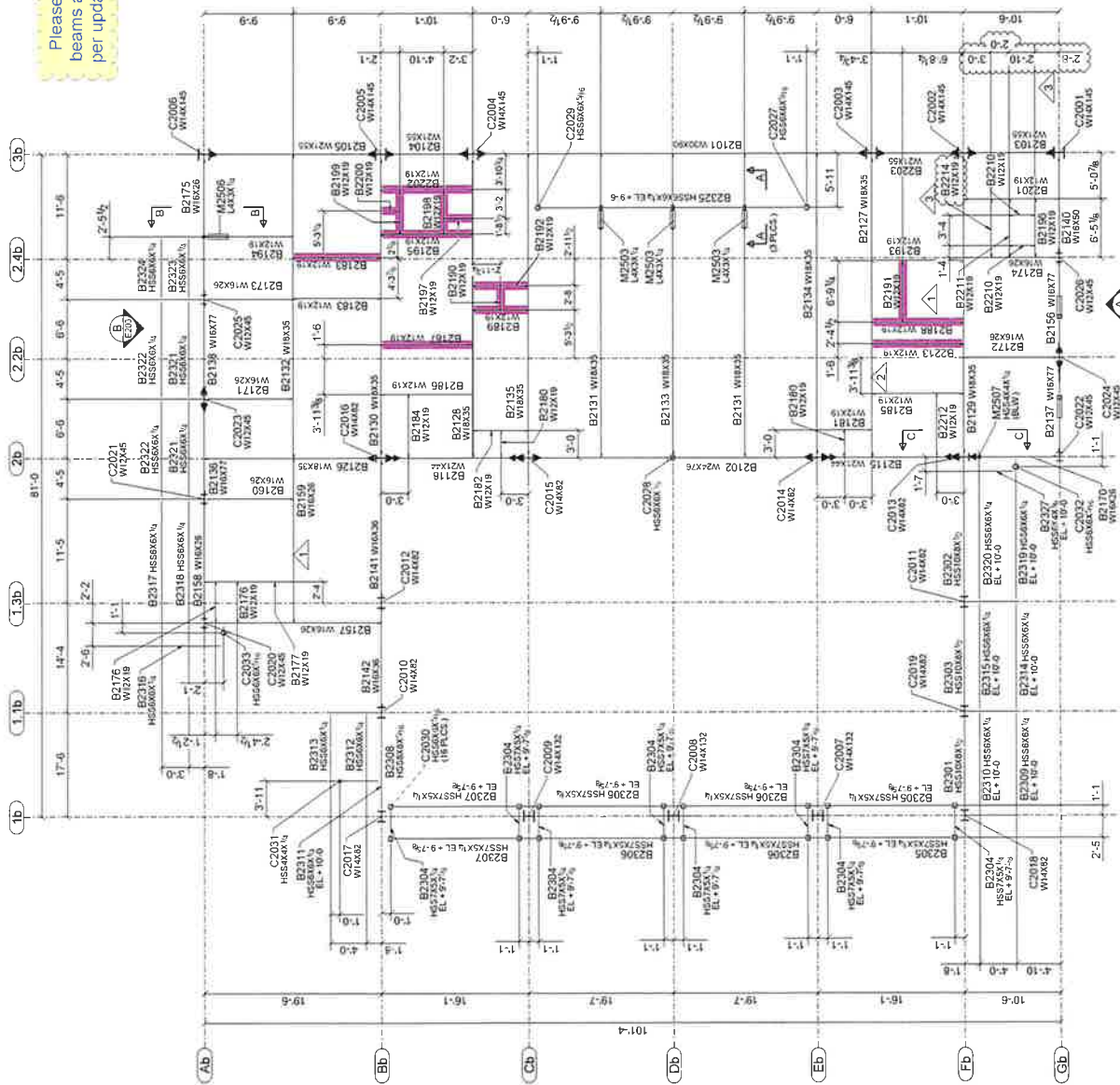




KEYPLAN



Please confirm that the highlighted beams are needed to be relocated as per updated M-2.1 See SK-051022B.



**SK-051022A**  
**REF: E201 Rev3**  
**Rose Avenue K-5 School**

DATE	12/17/2021	185	DATE	E201
DESIGNED BY	JSS	DATE	12/17/2021	185
CHECKED BY	JSS	DATE	12/17/2021	185
PROJECT NO.	275 S. DUNDAS ST. TORONTO, ONT. M5G 1C4	DATE	12/17/2021	185
CLIENT	IRONMAN	DATE	12/17/2021	185
PROJECT	ROSE AVENUE K-5 SCHOOL BLDG. B	DATE	12/17/2021	185
DESCRIPTION	LOW ROOF FRAMING PLAN (BLDG. B)	DATE	12/17/2021	185
SCALE	AS SHOWN	DATE	12/17/2021	185
DATE	07/14/2021	DATE	12/17/2021	185
DATE	07/14/2021	DATE	12/17/2021	185

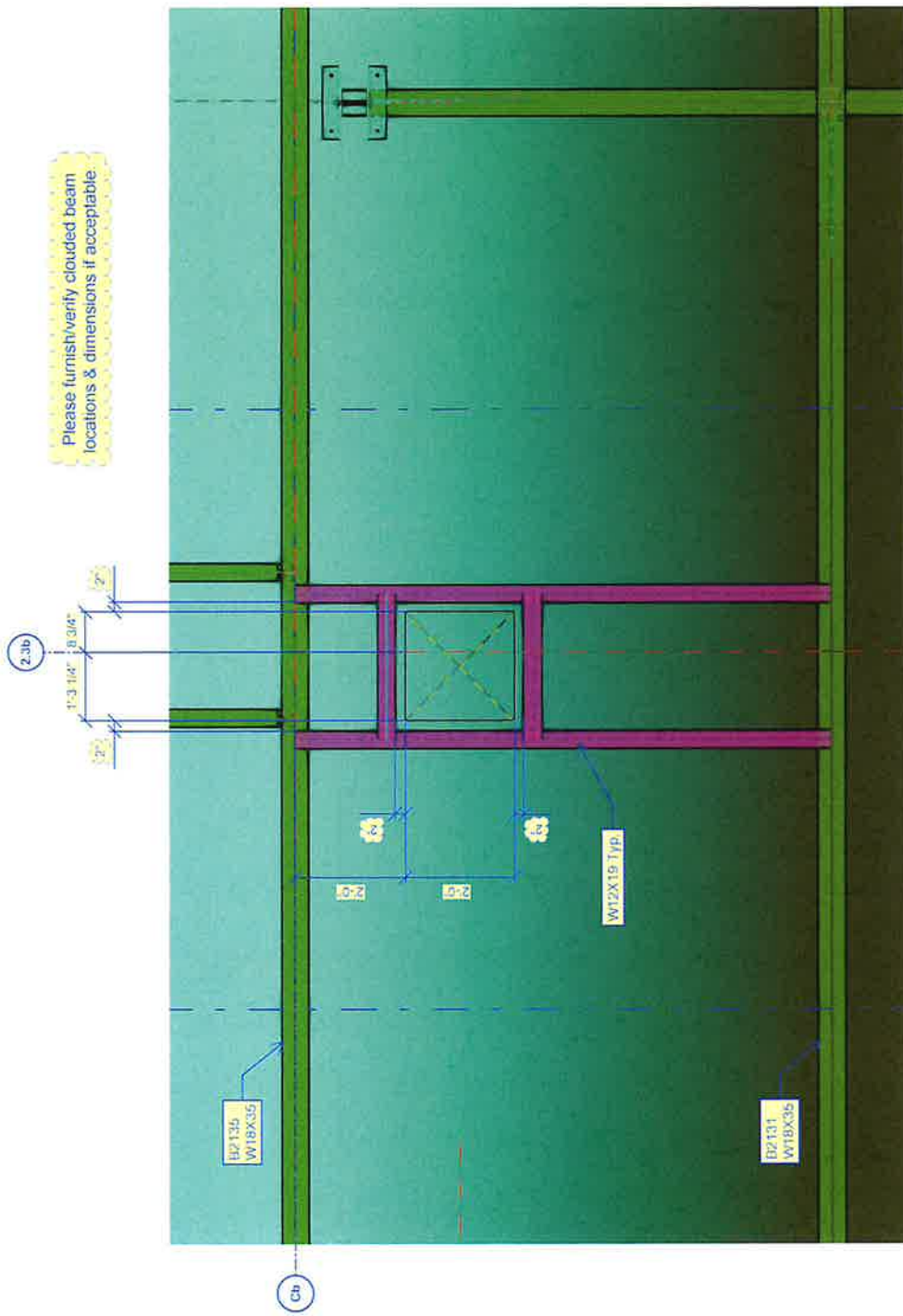
- DIRECTION NOTES**
- 1 ALL WF STEEL ARE A992 UN
  - 2 ALL PLATES ARE A36 UN
  - 3 ALL HSS ARE A500 GR B UN
  - 4 ▲ - DENOTES MOMENT CONNECTION
  - 5 ▲▲ - DENOTES MOMENT CONNECTION
  - 6 ▼ - DENOTES DRAG CONNECTION

TRUE NORTH  
 WORKING NORTH



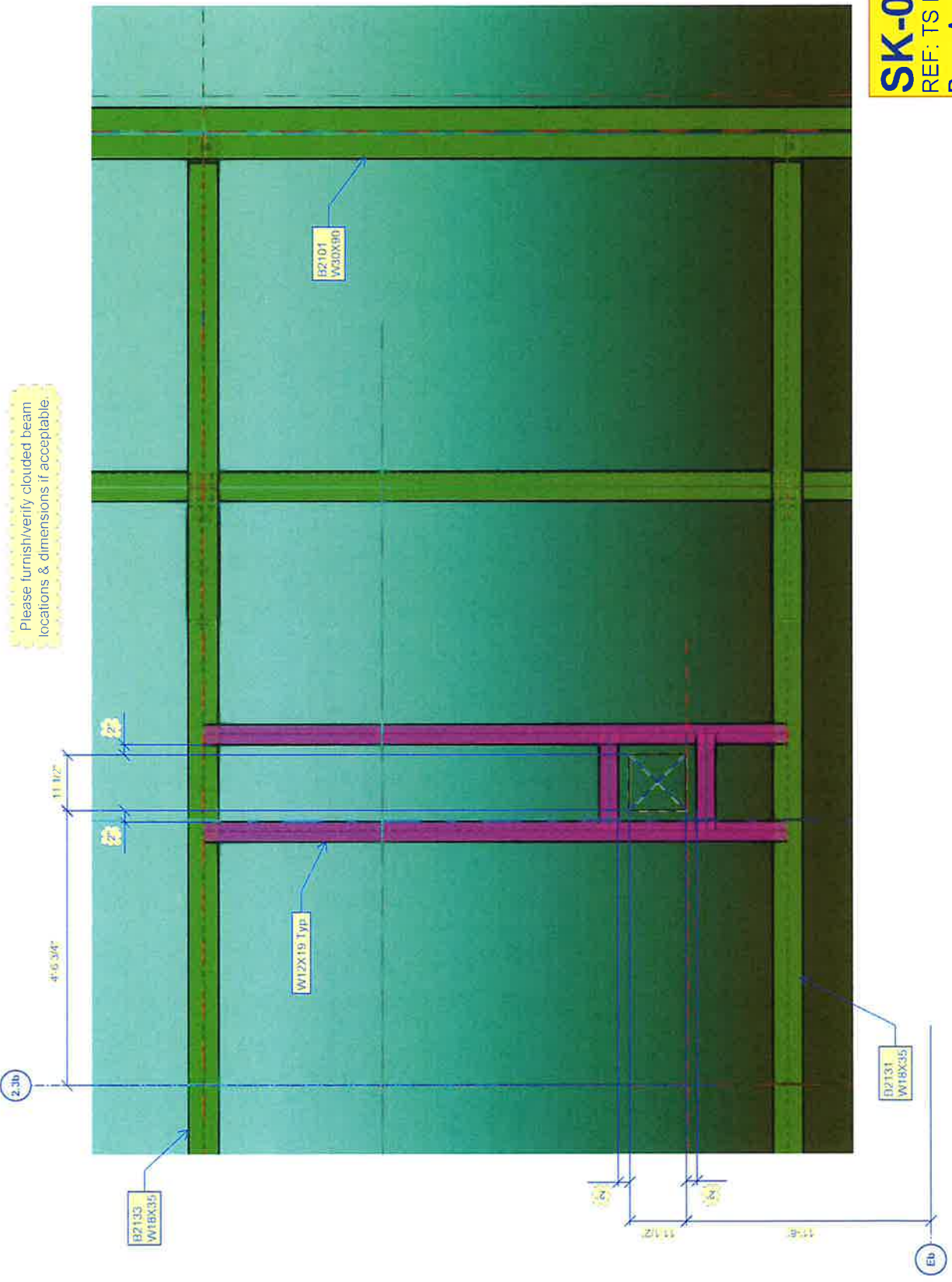






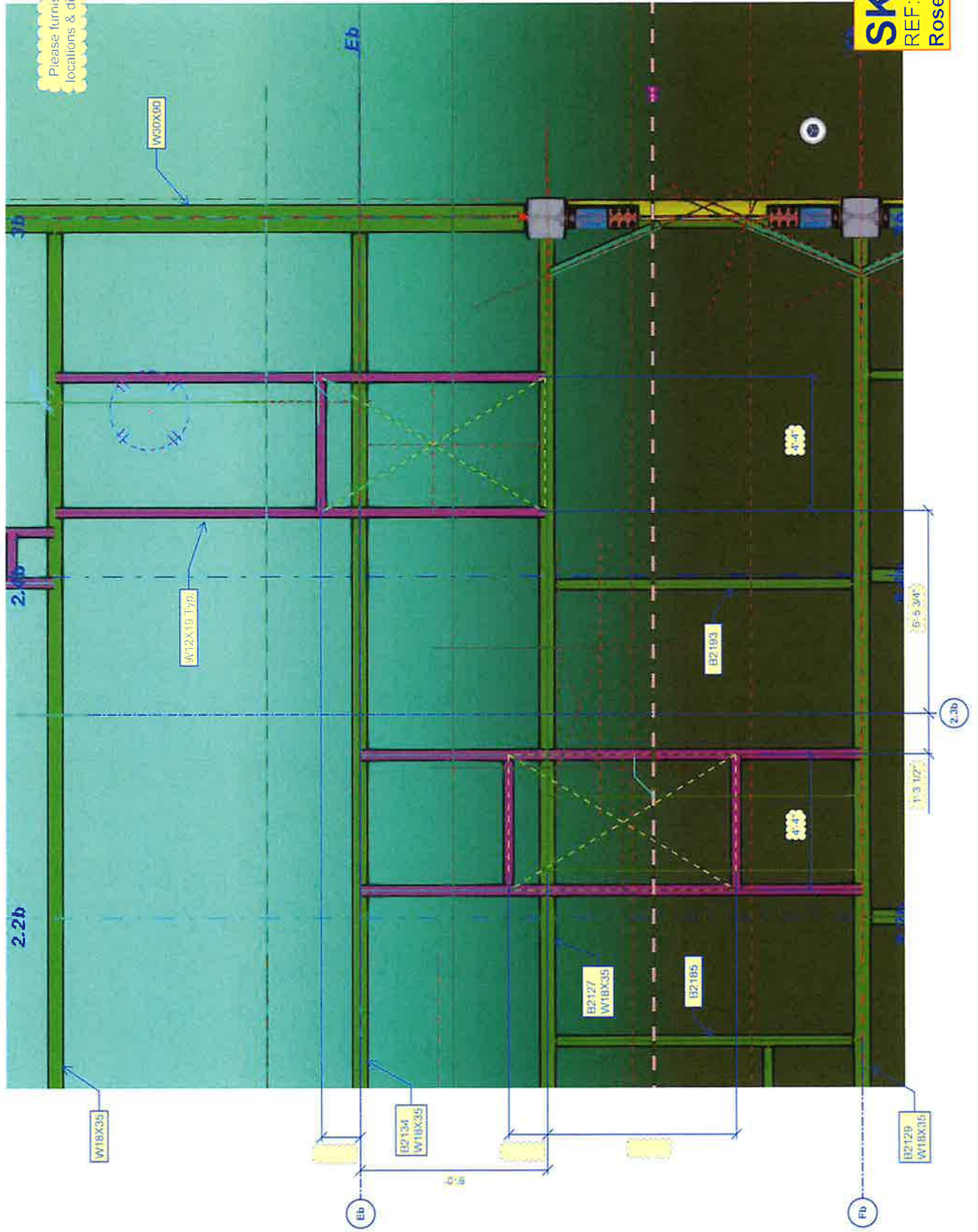
**SK-051022D**  
 REF: TS Model  
 Rose Avenue K-5 School

Please furnish/verify clouded beam locations & dimensions if acceptable.



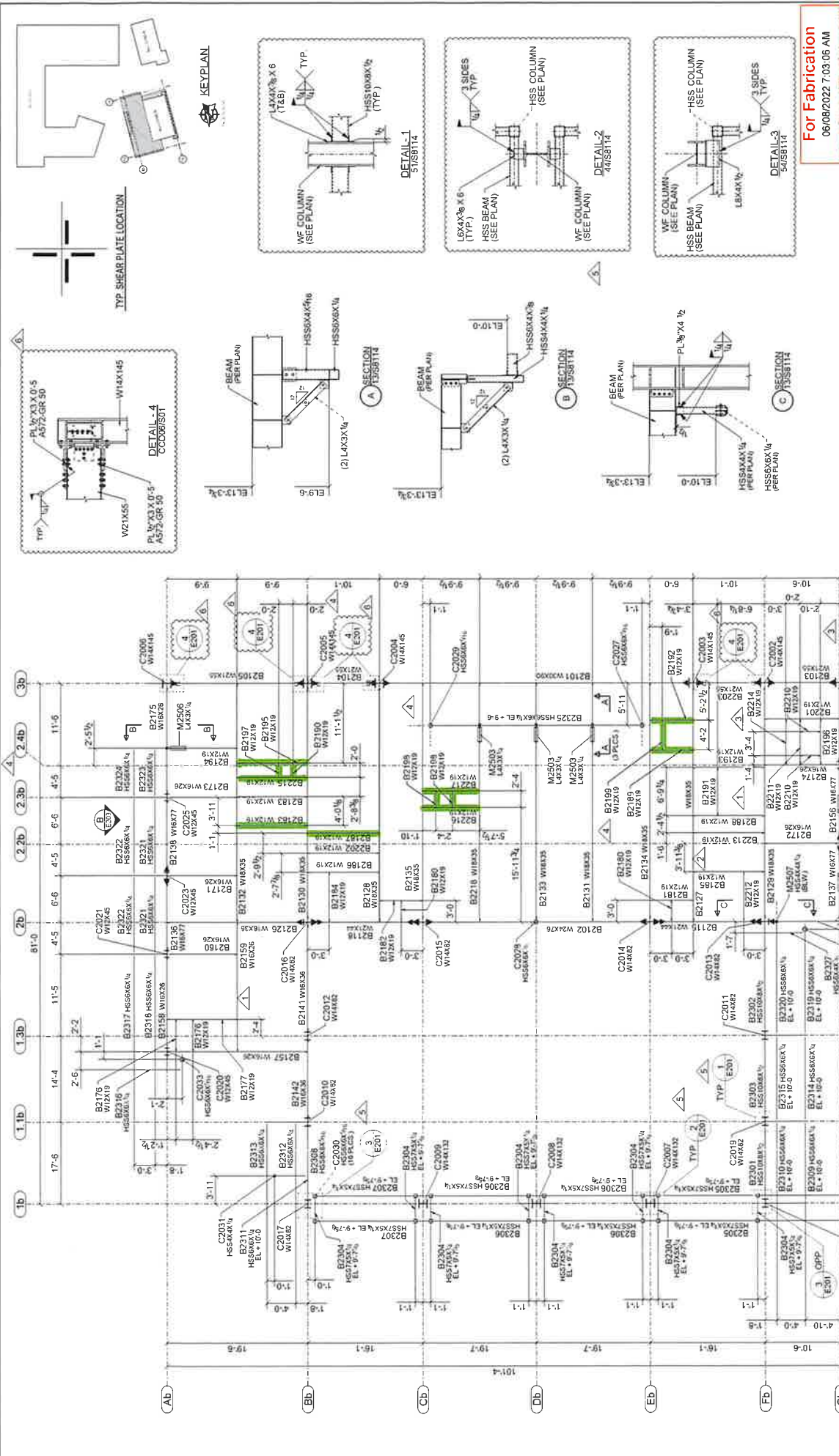
**SK-051022E**  
REF: TS Model  
Rose Avenue K-5 School

Please furnish/verify clouded beam locations & dimensions if acceptable.



**SK-051022F**  
REF: TS Model  
Rose Avenue K-5 School





NO.	REVISION	DATE
1	ISSUED FOR PERMIT	06/08/2022
2	REVISED FOR PERMIT	06/08/2022
3	REVISED FOR PERMIT	06/08/2022
4	REVISED FOR PERMIT	06/08/2022
5	REVISED FOR PERMIT	06/08/2022
6	REVISED FOR PERMIT	06/08/2022

**IRONMAN**  
 2020 Superior Street  
 Roseville, CA 95678  
 (916) 782-1000  
 WWW.IRONMANSTEEL.COM

ROSE AVENUE K-5 SCHOOL BLDG B  
 LOW ROOF FRAMING PLAN (BLDG. B)  
 DRAWN BY: EBB  
 CHECKED BY: JSS  
 DATE: 06/08/2022  
 SCALE: 1/8" = 1'-0"  
 SHEET: E201

- ERECTION NOTES:**
- 1 ALL WF STEEL ARE A588JU N
  - 2 ALL PLATES ARE A36 U N
  - 3 ALL HSS ARE A500 GR B U N
  - 4 ALL  $\blacktriangle$  DENOTES MOMENT CONNECTION PER 102892Z (SEE E203)
  - 5  $\blacktriangleright$  DENOTES DRAG CONNECTION
  - 6  $\blacktriangleleft$  DENOTES DRAG CONNECTION

**LOW ROOF FRAMING PLAN (BLDG. B)**  
 REF: S2811B  
 1/8" = EL-13'-3 3/4"  
 WORKING NORTH  
 TRUE NORTH







Project No.  
Rose Ave

DATE: 8/3/2022

PTC: Boneso Brothers Const.

COST PROPOSAL #: 9

**COST PROPOSAL**

DESCRIPTION OF CHANGE: RFI #156

Exclusions: Title 24 Docs, LEED Docs, Engineer job walks, unforeseen conditions, 3rd party testing, concrete, concrete patching, framing, blocking, Demo any and all. Patching. Rework of blocking or masonry.

Note: There may be impact to schedule time

ITEM DESCRIPTION	MATERIAL			LABOR			SUBS./EQUIP.		
	QUANTITY	UNIT COST	EXTENSION	QUANTITY	RATE	EXTENSION	QTY./HRS.	UNIT COST	EXTENSION
Material - Pace Supply	1	\$549.75	\$549.75						
Plumbing Apprentice V - Reg Time				16	\$76.88	\$1,230.08			
Plumbing Journeyman - Reg Time				24	\$94.79	\$2,274.96			
Exclude: Demo, Concrete, Paint, Drywall, Unforeseen Conditions									
<b>SUB TOTALS</b>			\$549.75			\$3,505.04			\$0.00

PTC MATERIAL	\$549.75
PTC SALES TAX (9.25%)	\$50.85
PTC LABOR	\$3,505.04
PTC LABOR BURDEN (____%)	\$0.00
PTC Per Diem	\$0.00
PTC EQUIPMENT	\$0.00
<b>PTC SUBTOTAL DIRECT COSTS</b>	<b>\$4,105.64</b>
Profit / OVERHEAD 10%	\$410.56
	\$0.00
<b>TOTAL ON DIRECT COSTS</b>	<b>\$4,516.21</b>

**SUBTOTAL \$4,516.21**

SUB CONTRACTORS

SUBCONTRACTOR MATERIAL	\$0.00
Insulation-See Attached	\$0.00
Design	\$0.00
BIM Detailing	\$0.00
Excavation	\$0.00
Concrete Coring	\$0.00
SUBCONTRACTOR EQUIPMENT	\$0.00

SUBCONTRACTOR SUBTOTAL DIRECT COSTS \$0.00  
PTC FEE INCLUDED)

5% PTC FEE ON SUBCONTRACTOR DIRECT COSTS \$0.00

Total for Sub \$0.00

**SUBTOTAL \$4,516.21**

**BOND (1%) \$ 45.16**

**TOTAL \$4,561.37**

PREPARED & SUBMITTED BY: Scott Schneider

TITLE/COMPANY: Cost Accountant / Boneso Brothers

In addition to the change order requests referenced above, Boneso Brothers also reserves its rights to seek additional compensation for time-related damages and other impacts, as well as extra contract performance time, as delineated in all emails and correspondences to date noting such.



PACE SUPPLY CORP  
 3105 GATEWAY AVE.  
 BAKERSFIELD CA 93307  
 PHONE#: 855-376-5050

\* \* Q U O T A T I O N \* \*

TO: BONESO BROS / ROSE AVE ES RECO  
 \*\* JOB # 328 \*\*  
 2758 CONCRETE CT  
 PASO ROBLES, CA 93446

BID DATE: 07/24/22 NO. 1509698  
 EXPIRATION DATE: 07/27/22  
 JOB: 328

FOB: ORIGIN  
 PREP. BY GREG SULLIVAN  
 REQ. BY TIM/DAVID

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

\*\*\*\*\*THIS QUOTE WILL EXPIRE AFTER 72 HOURS\*\*\*\*\*

PAGE: 1

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Qty	Part Number	Description	Price...	Extended
-----	-------------	-------------	----------	----------

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QUOTE ==> PRICE ONLY PER RFI 156

1	NHBCOMB3	3 NO HUB COMBO	22.34	22.34
1	NHBCOMB32	3 X 2 NO HUB COMBO	17.78	17.78
1	NHBPT3	3 NO HUB P TRAP	31.15	31.15
1	NHB142	2 NO HUB 1/4 BEND	9.75	9.75
1	NHB14SS2	2 NO HUB SHORT SWEEP 1/4 BEND	13.62	13.62
1	NHBY2	2 NO HUB WYE	12.43	12.43
1	NHB182	2 NO HUB 1/8 BEND	8.41	8.41
5	NHP3	3 NO HUB CAST IRON PIPE	914.00	4570.00
10	NHP2	2 NO HUB CAST IRON PIPE	660.92	6609.20
5	MIFC3	3 NSF NO HUB COUPLING MIFAB	3.44	17.20
8	MIFC2	2 NSF NO HUB COUPLING MIFAB	2.88	23.04
1	MIFC32	3 x 2 NSF NO HUB COUPLING MIFAB	5.24	5.24
1	JRS2005T2	2NH FLR DRN BODY & COLLAR ONLY W/	65.68	65.68
1	JRSA5NB	5RD NB FLR DRN STRAINER JR SMITH	98.79	98.79
5	COPLSOFT1260	1/2*60 TYPE L SOFT COPPER PIPE	279.19	1395.95
2	CFTMA12	1/2 COPPER X MIP ADAPTER	1.04	2.08
10	COPLHARD1210	1/2*10 TYPE L HARD COPPER PIPE	239.02	2390.20
1	CFTT3412	3/4 X 1/2 CXCXC TEE	1.95	1.95
2	CFT912	1/2 COPPER 90 ELBOW	.51	1.02
1	NIBSFP600ALF12	1/2 CXC LF FULL PORT 2PC BRS BALL	15.04	15.04
1	MIFMR500	1/2 TRAP PRIMER VALVE MIFAB	49.22	49.22
1	CFTU12	1/2 LF WROT COPPER UNION	5.36	5.36

-----  
 549.75

SUBTOTAL	549.75
ESTIMATED FREIGHT	0.00
ESTIMATED TAX	45.35
QUOTATION TOTALS	595.10

Boneso Brothers Construction  
2758 Concrete Court

Paso Robles, CA 93446

9.1.21 to 8.31.22

**DC16**

	Jrnymen	Foreman	Gen. Frm	Pre-Appr	1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr.
<b>Taxable Wages:</b>									
Base Hourly Rate	50.58	58.17	63.23	18.97	22.76	25.29	30.35	35.41	40.46
Vac & Hol	<u>3.25</u>	<u>3.56</u>	<u>3.76</u>	<u>0.00</u>	<u>1.76</u>	<u>2.06</u>	<u>2.36</u>	<u>2.65</u>	<u>2.95</u>
Total Taxable Rate	<u>53.83</u>	<u>61.73</u>	<u>66.99</u>	<u>18.97</u>	<u>24.52</u>	<u>27.35</u>	<u>32.71</u>	<u>38.06</u>	<u>43.41</u>
<b>Fringes:</b>									
Pension	9.85	9.85	9.85	0.00	0.00	0.00	6.24	6.57	6.94
Health & Welfare	9.06	9.06	9.06	0.00	0.00	9.56	9.06	9.06	9.06
Nat'l Pension	3.00	3.00	3.00	0.38	0.38	0.38	0.90	0.90	0.90
U.A. Training	t 0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Xmas	o 0.80	0.80	0.80	0.00	0.00	0.00	0.64	0.69	0.75
A&J	t 2.55	2.55	2.55	1.61	1.73	1.80	1.81	1.86	1.89
CED	o 0.34	0.34	0.34	0.34	0.34	0.34	0.34	0.34	0.34
LMCC	o 0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35
Pipe	o <u>0.70</u>	<u>0.70</u>	<u>0.70</u>	<u>0.58</u>	<u>0.58</u>	<u>0.64</u>	<u>0.64</u>	<u>0.64</u>	<u>0.64</u>
Total Fringe	<u>26.75</u>	<u>26.75</u>	<u>26.75</u>	<u>3.36</u>	<u>3.48</u>	<u>13.17</u>	<u>20.08</u>	<u>20.51</u>	<u>20.97</u>
<b>Total Package</b>	<b><u>80.58</u></b>	<b><u>88.48</u></b>	<b><u>93.74</u></b>	<b><u>22.33</u></b>	<b><u>28.00</u></b>	<b><u>40.52</u></b>	<b><u>52.79</u></b>	<b><u>58.57</u></b>	<b><u>64.38</u></b>
<b>Taxes/Ins:</b>									
Unemp.	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Medicare	0.78	0.90	0.97	0.28	0.36	0.40	0.47	0.55	0.63
FICA	4.09	4.69	5.09	1.44	1.86	2.08	2.49	2.89	3.30
General Liability(est)	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50
Workers Comp	<u>2.47</u>	<u>2.83</u>	<u>3.07</u>	<u>1.54</u>	<u>1.99</u>	<u>2.22</u>	<u>1.50</u>	<u>1.74</u>	<u>1.99</u>
Total Taxes/Ins	<u>11.77</u>	<u>12.85</u>	<u>13.56</u>	<u>7.69</u>	<u>8.64</u>	<u>9.12</u>	<u>8.89</u>	<u>9.62</u>	<u>10.35</u>
<b>Total Hourly Rate</b>	<b><u>92.35</u></b>	<b><u>101.33</u></b>	<b><u>107.30</u></b>	<b><u>30.02</u></b>	<b><u>36.64</u></b>	<b><u>49.64</u></b>	<b><u>61.68</u></b>	<b><u>68.19</u></b>	<b><u>74.73</u></b>
<b>Overtime:</b>									
Taxable Rate	80.75	92.60	100.49	28.46	36.78	41.03	49.07	57.09	65.12
Taxes	7.11	8.01	8.62	3.11	3.74	4.07	4.68	5.30	5.91
General Liability(est)	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50
Workers Comp	2.47	2.83	3.07	1.54	1.99	2.22	1.50	1.74	1.99
Fringe	26.75	26.75	26.75	3.36	3.48	13.17	20.08	20.51	20.97
Total Overtime Rate:	<u>120.57</u>	<u>133.69</u>	<u>142.42</u>	<u>39.96</u>	<u>49.49</u>	<u>63.98</u>	<u>78.83</u>	<u>88.14</u>	<u>97.49</u>
<b>Doubletime</b>									
Taxable Rate	107.66	123.46	133.98	37.94	49.04	54.7	65.42	76.12	86.82
Taxes	9.17	10.37	11.18	3.83	4.68	5.11	5.93	6.75	7.57
General Liability(est)	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50
Workers Comp	2.47	2.83	3.07	1.54	1.99	2.22	1.50	1.74	1.99
Fringe	26.75	26.75	26.75	3.36	3.48	13.17	20.08	20.51	20.97
Total Overtime Rate:	<u>149.54</u>	<u>166.91</u>	<u>178.48</u>	<u>50.17</u>	<u>62.69</u>	<u>78.70</u>	<u>96.43</u>	<u>108.63</u>	<u>120.85</u>

DC 110 .

**MASTER AGREEMENT  
 WAGES AND FRINGE BENEFITS**

September 1, 2021 - August 31, 2022

CLASS	WAGE	V & H	*** DUES DED'T	**** UA ORG	TOTAL TAXABLE	H & W	PENS.	NAT'L PENS.	UA TRAIN.	RET X-MAS	A&J TRAIN.	** PIPE	LMCC	CONTR. EDUC DEV	TOTAL NON TAX	TOTAL PACKAGE
Journeyman	50.58	3.25	(1.75)	(0.10)	53.83	9.06	9.85	3.00	0.10	0.80	2.55	0.70	0.35	0.34	26.75 /	\$80.58
****Industrial Welder	55.64	3.25	(1.75)	(0.10)	58.89	9.06	9.85	3.00	0.10	0.80	2.55	0.70	0.35	0.34	26.75 /	\$85.64
Foreman	58.17	3.56	(1.75)	(0.10)	61.73	9.06	9.85	3.00	0.10	0.80	2.55	0.70	0.35	0.34	26.75 /	\$88.48
General Foreman	63.23	3.76	(1.75)	(0.10)	66.99	9.06	9.85	3.00	0.10	0.80	2.55	0.70	0.35	0.34	26.75 /	\$93.74
Pre-Apprentice	18.97	0.00	(1.75)	(0.10)	18.97	0.00	0.00	0.38	0.10	0.00	1.61	0.58	0.35	0.34	3.36 /	\$22.33
First Year	22.76	1.76	(1.25)	(0.10)	24.52	0.00	0.00	0.38	0.10	0.00	1.73	0.58	0.35	0.34	3.48 /	\$28.00
Second Year	25.29	2.06	(1.75)	(0.10)	27.35	9.56	0.00	0.38	0.10	0.00	1.80	0.64	0.35	0.34	13.17 /	\$40.52
Third Year	30.35	2.36	(1.75)	(0.10)	32.71	9.06	6.24	0.90	0.10	0.64	1.81	0.64	0.35	0.34	20.08 /	\$52.79
Fourth Year	35.41	2.65	(1.75)	(0.10)	38.06	9.06	6.57	0.90	0.10	0.69	1.86	0.64	0.35	0.34	20.51 /	\$58.57
Fifth Year	40.46	2.95	(1.75)	(0.10)	43.41	9.06	6.94	0.90	0.10	0.75	1.89	0.64	0.35	0.34	20.97 /	\$54.38

V & H CONTRIBUTIONS ON ALL OVERTIME PAID AT TIME AND ONE HALF.

EFFECTIVE JULY 1, 2010 IF AUTHORIZED BY AN EMPLOYEE SIGNATURE CARD, THE EMPLOYEE'S VACATION AND HOLIDAY CONTRIBUTION WILL BE REDUCED BY \$0.05 PER HOUR AND THIS AMOUNT WILL BE FORWARDED TO THE UNITED ASSOCIATION POLITICAL EDUCATION FUND.

EFFECTIVE JULY 1, 2007 IF AUTHORIZED BY AN EMPLOYEE SIGNATURE CARD, THE EMPLOYEE'S VACATION AND HOLIDAY CONTRIBUTION WILL BE REDUCED BY \$0.01 PER HOUR AND THIS AMOUNT WILL BE FORWARDED TO THE DISTRICT COUNCIL 16 POLITICAL EDUCATION FUND.

\*\* PIPE ALLOCATIONS \$0.10 PLUMBERS 911, \$0.15 A&J, BALANCE OF CONTRIBUTION TO PIPE.

\*\*\* DISTRICT COUNCIL DUES CHECK-OFF \$0.60 FOR FIRST YEAR APPRENTICES AND \$1.10 FOR ALL ADDITIONAL CLASSIFICATIONS PLUS \$0.65 LOCAL DUES FOR ALL CLASSIFICATIONS

\*\*\*\* UA ORGANIZING DUES \$0.10

\*\*\*\*\* REFERENCE D.3.6.1 OF THE MASTER LABOR AGREEMENT FOR DEFINITION OF INDUSTRIAL WELDER CLASSIFICATION

Revised: April 26, 2021

*Raymond A. Ma*  
 6/25/2021

*Carl P. ...*  
 7-12-2021

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg C - Janitor / Riser Room Floor Drain

<b>TO:</b>	Linda Iversen (IBI Group) Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	07/14/2022	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C>FLOOR 1>1-410>FIRE RISER	<b>DUE DATE:</b>	07/21/2022
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	TBD
<b>COST IMPACT:</b>	TBD	<b>SPEC SECTION:</b>	22 10 00 - Plumbing
<b>DRAWING NUMBER:</b>	AD03A A12	<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>	Leon Cavallo (Balfour Beatty), Alex Garcia (Balfour Beatty), Ken Hinge (Kenco Construction Services), Linda Iversen (IBI Group), Janvi Kanani (IBI Group), Dennis Kuykendall (Balfour Beatty), Arega Mehrabian (IBI Group), Rick Ostrander (CFW, Inc.)		

**Question from Filbert Carbajal (Balfour Beatty) at 12:08 PM on 07/14/2022**

Please confirm if it is acceptable to install a floor drain in Bldg C North Room 1-410 per District request. Note that the cost will not exceed \$1,000.

**Attachments:**  
[A2310C, A2312C, A2710C AD03A A12.pdf](#)

Awaiting an Official Response

**All Replies:**

Provide a floor drain FD-1 in this room with a 3" drain, 2" vent and a trap primer.

Provide cost proposal to District for final review and approval.

Janvi Kanani  
 07/20/22

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

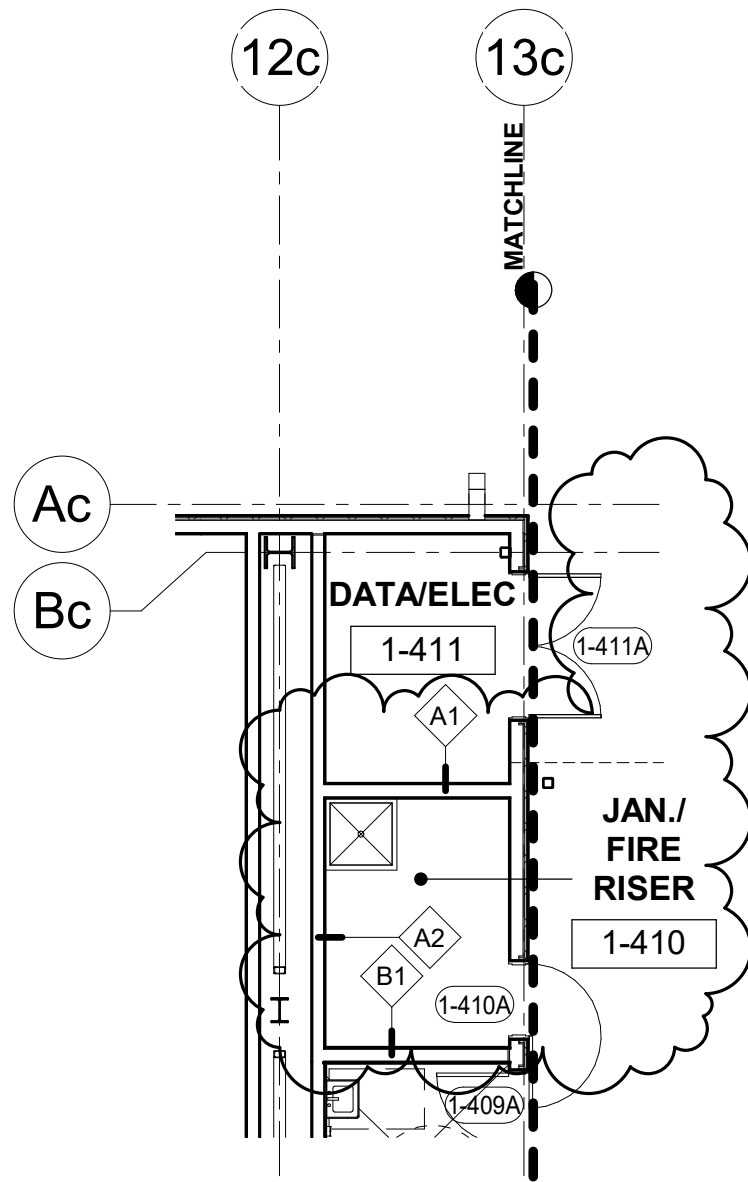
Hooshang Mozaffari, RA

July 15, 2022

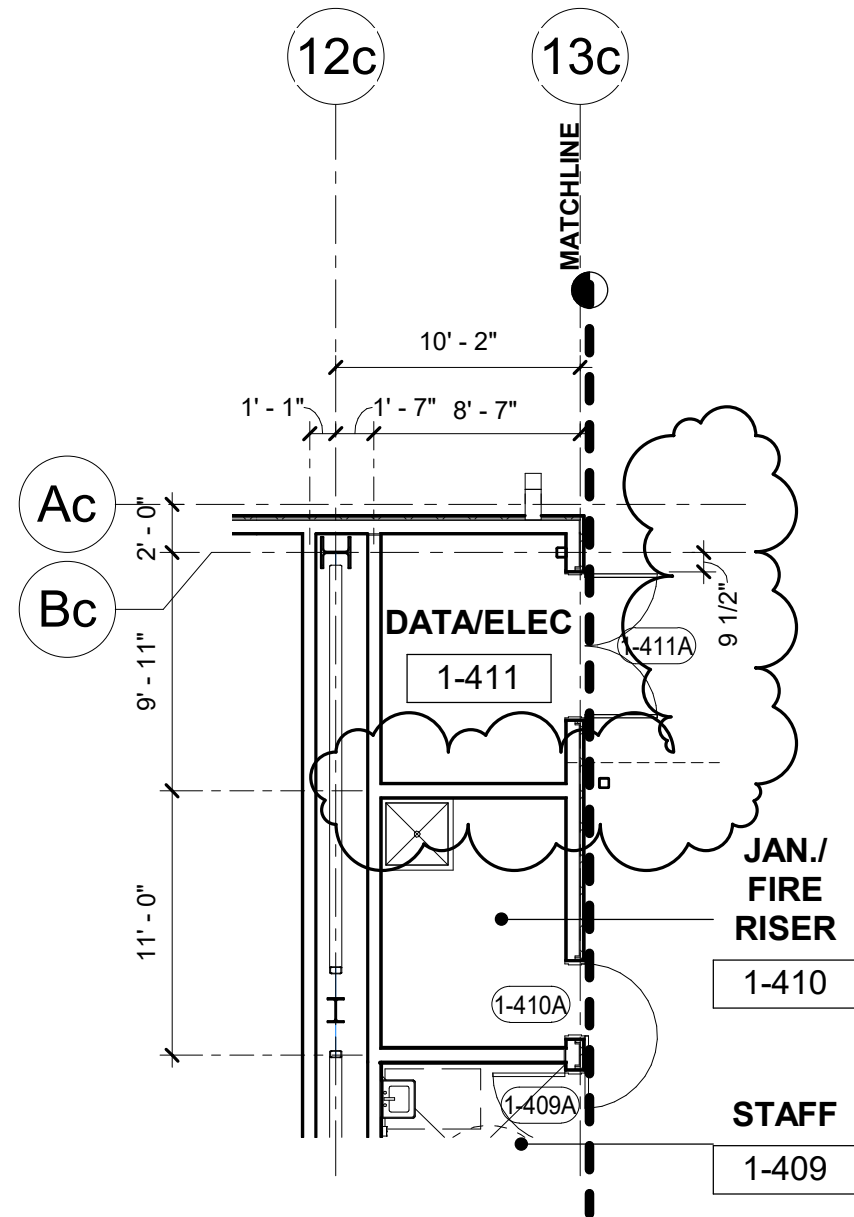
BY

DATE

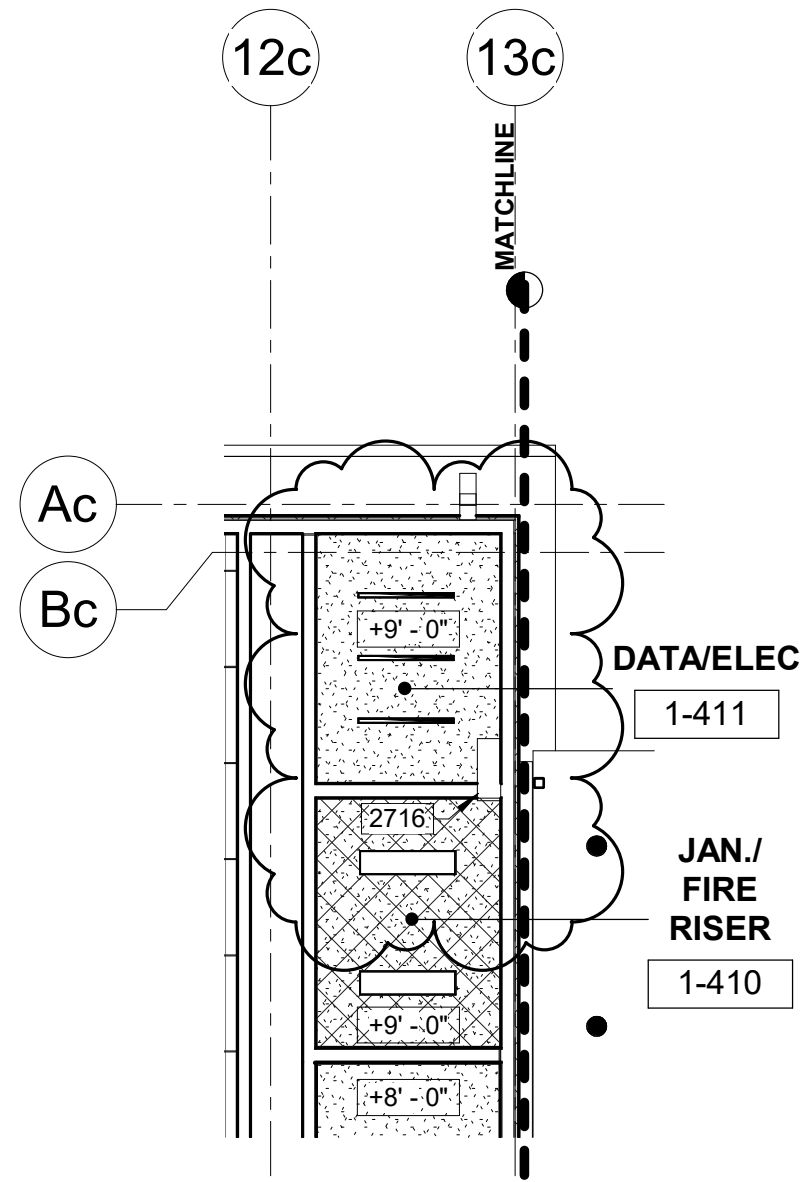
COPIES TO



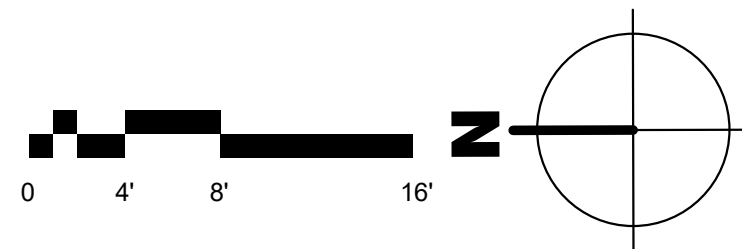
1 BUILDING C - FIRST FLOOR PLAN - NORTH  
1/8" = 1'-0"



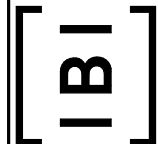
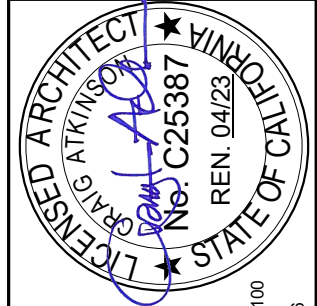
2 BUILDING C - FIRST FLOOR DIMENSION PLAN - NORTH  
1/8" = 1'-0"



3 BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - NORTH  
1/8" = 1'-0"



<b>BUILDING C - FIRST FLOOR AND CEILING PLAN - NORTH</b> <b>ROSE AVENUE K-5 SCHOOL</b> <b>OXNARD SCHOOL DISTRICT</b>		DATE	06/22/21
		OXNARD CA	AD03A A12
PROJECT NO.	109890	REFERENCE SHEET NO.	A2310C, A2312C, A2710C
DSA FILE NO.	56-22	DSA APP. NO.	03-119284



Los Angeles  
 1001 Wilshire Blvd., Suite 100-3100  
 Los Angeles CA 90017  
 213.769.0011 fax: 213.769.0016

Contingency  
Draw  
Request (CDR)

Owner  Oxnard School District  
Architect  IBI Group  
Contractor  Balfour Beatty  
CM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
200 East Driskill St.  
Oxnard, CA 93030

Contingency Request #: 048  
Date: 11/10/22

TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

The Contract is changed as follows:

Furnish and install a hose bibb on the low roof of Building B for servicing of HVAC equipment per RFI 222.  Ref. Cost Event #80	\$ 1,076.00
---	-------------

- The cost of this work will be drawn from Contractor Contingency:  
 The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

CONSTRUCTION MANAGER  
CFW Group, Inc.

By: 

By: 

By: 

Date: 11/10/22

Date: 11/29/2022

Date: 11/29/2022

OWNER - Oxnard School District

By: 

Date: 12/5/22



Project No.  
Rose Ave

DATE: 11/10/2022

PTC: Boneso Brothers Const.

COST PROPOSAL #: 12

**COST PROPOSAL**

DESCRIPTION OF CHANGE: RFI #222 Hose Bib Add  
 Exclusions: Title 24 Docs, LEED Docs, Engineer job walks, unforeseen conditions, 3rd party testing,  
 concrete, concrete patching, framing, blocking, Demo any and all. Patching. Rework of blocking or masonry.  
 Note: There may be impact to schedule time

ITEM DESCRIPTION	MATERIAL			LABOR			SUBS./EQUIP.		
	QUANTITY	UNIT COST	EXTENSION	QUANTITY	RATE	EXTENSION	QTY./HRS	UNIT COST	EXTENSION
Material - Pace Supply	1	\$192.68	\$192.68						
Plumbing Journeyman - Reg Time				8	\$94.79	\$758.32			
Exclude: Demo, Concrete, Paint, Drywall, Unforeseen Conditions									
<b>SUB TOTALS</b>			\$192.68			\$758.32			\$0.00

PTC MATERIAL \$192.68  
 PTC SALES TAX (9.25%) \$17.82  
 PTC LABOR \$758.32  
 PTC LABOR BURDEN (\_\_\_\_%) \$0.00  
 PTC Per Diem \$0.00  
 PTC EQUIPMENT \$0.00

PTC SUBTOTAL DIRECT COSTS \$968.82  
 Profit / OVERHEAD 10% \$96.88  
 \$0.00  
 TOTAL ON DIRECT COSTS \$1,065.71

**SUBTOTAL \$1,065.71**

SUB CONTRACTORS

SUBCONTRACTOR MATERIAL \$0.00  
 Insulation-See Attached \$0.00  
 Design \$0.00  
 BIM Detailing \$0.00  
 Excavation \$0.00  
 Concrete Coring \$0.00  
 SUBCONTRACTOR EQUIPMENT \$0.00

SUBCONTRACTOR SUBTOTAL DIRECT COSTS \$0.00  
 PTC FEE INCLUDED)

5% PTC FEE ON SUBCONTRACTOR DIRECT COSTS \$0.00

Total for Sub \$0.00

**SUBTOTAL \$1,065.71**

**BOND (1%) \$ 10.66**

**TOTAL \$1,076.36**

PREPARED & SUBMITTED BY: Scott Schneider

TITLE/COMPANY: Cost Accountant / Boneso Brothers

In addition to the change order requests referenced above, Boneso Brothers also reserves its rights to seek additional compensation for time-related damages and other impacts, as well as extra contract performance time as delineated in all emails and correspondences to date noting such.

Arcadis | IBI Group | 4119 Broad Street, Suite 210 San Luis Obispo CA 93401 United States

PROJECT:	<b>OSD Rose Ave. ES 109990</b>	DATE SENT:	<b>10/10/2022</b>
		RETURN BY:	<b>10/17/2022</b>
SUBJECT:	<b>Bldg B Low Roof - EF Nailer or Curb and Hose Bibb Location</b>	RFI ID:	<b>222</b>
TYPE:	<b>RFI</b>	TRANSMITTAL ID:	<b>01278</b>
PURPOSE:	<b>To Answer</b>	VIA:	<b>Email</b>

QUESTION: **\*\*\* Exercise caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. \*\*\***

Ruben,

Please see attached RFI 222 Bldg B Low Roof - EF Nailer or Curb and Hose Bibb Location for your review.

Thank you,

**Filbert Carbajal**

Project Engineer | Balfour Beatty

C: 805-266-1052

E: fcarbajal@balfourbeattyus.com | www.balfourbeattyus.com

**Balfour Beatty**

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Warning: Although the company has taken reasonable precautions to ensure no viruses or other malware are present in this email, the company cannot accept responsibility for any loss or damage arising from the use of this email or attachments.

SUGGESTION:

FROM:

NAME	COMPANY	EMAIL	PHONE
Ruben Ruiz	Arcadis   IBI Group	ruben.ruiz@ibigroup.com	805-546-0433 x56677

TO:

# RFI Transmittal

DATE: 10/10/2022

ID: 01278

NAME	COMPANY	EMAIL	PHONE
Hooshang Mozaffari	Roshanian & Associates	hooshang@roshanian.com	323-933-5252

## DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NUMBER
1	10/7/2022	RFI 222 Bldg B Low Roof - EF Nailer or Curb and Hose Bibb Location.pdf	

## COPIES:

Linda Iversen	(Arcadis   IBI Group)
Janvi Kanani	(Arcadis   IBI Group)
Carlos Zaragosa	(Arcadis   IBI Group)



Balfour Beatty Construction, LLC  
13520 Evening Creek Drive North, Suite 270  
San Diego, California 92128  
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction  
220 South Driskill Street  
Oxnard, California 93030

**Bldg B Low Roof - EF Nailer or Curb and Hose Bibb Location**

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	10/07/2022	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING B	<b>DUE DATE:</b>	10/17/2022
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	TBD
<b>COST IMPACT:</b>	TBD	<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>	Leon Cavallo (Balfour Beatty), Alex Garcia (Balfour Beatty), Ken Hinge (Kenco Construction Services), Linda Iversen (IBI Group), Janvi Kanani (IBI Group), Dennis Kuykendall (Balfour Beatty), Arega Mehrabian (IBI Group), Rick Ostrander (CFW, Inc.)		

**Question from Filbert Carbajal (Balfour Beatty) at 09:03 AM on 10/05/2022**

For Bldg B Low Roof, the drawings doesn't specify a nailer or curb for the EF's. Most of the fans are in the 11" range of height of the tapered/base insulation. Please advise if installing a CIP curb sim to Rev. #2 HVAC unit curb or framing a steel stud curb to get the mechanical EF curbs and roof access hatch hiked up above the taper and base insulation is acceptable. Also, please provide hose bib location on the roof.

Awaiting an Official Response

**All Replies:**  
Provide following approved detail suggested by architect for roof exhaust fan curbs and hatch and a 3/4" HB on roof near grid-lines 2.2b and Db.

Hooshang Mozaffari, RA                      Oct. 10, 2022

Please refer to CCD 012, for curb construction. (Pending DSA Approval)

Ruben R.  
IBI Group  
10/11/2022

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_



PACE SUPPLY CORP  
 3105 GATEWAY AVE.  
 BAKERSFIELD CA 93307  
 PHONE#: 855-376-5050

\* \* Q U O T A T I O N \* \*

TO: BONESO BROS / ROSE AVE ES RECO  
 \*\* JOB # 328 \*\*  
 2758 CONCRETE CT  
 PASO ROBLES, CA 93446

BID DATE: 11/07/22 NO. 1580392  
 EXPIRATION DATE: 11/10/22  
 JOB: 328

FOB: ORIGIN  
 PREP. BY GREG SULLIVAN  
 REQ. BY TIM/DAVID

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

\*\*\*\*\*THIS QUOTE WILL EXPIRE AFTER 72 HOURS\*\*\*\*\*

PAGE: 1

Qty	Part Number	Description	Price...	Extended
QUOTE				
====> PHASE 3 BLDG B, A/G DW				
1	ACN8126RB	3/4 HOSE BIBB BENT NOSE W/ VB RB	136.50	136.50
10	COPLHARD3410	3/4*10 TYPE L HARD COPPER PIPE	390.91	3909.10
1	CFTT234	2 X 3/4 CXCXC TEE	15.35	15.35
1	CFTMA34	3/4 COPPER X MIP ADAPTER	1.74	1.74
				-----
				192.68
SUBTOTAL				192.68
ESTIMATED TAX				15.90
QUOTATION TOTALS				208.58

\*\* ESTIMATED FREIGHT/TAX CALCULATED ONLY FOR DESTINATION ADDRESS ON THIS QUOTE \*\*

<b>Contingency</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (CDR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	CM	<input checked="" type="checkbox"/>	CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT:	Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Contingency Request #: 054  Date: 1/3/23
TO:	Oxnard School District 1051 South A. Street Oxnard, CA 93030	

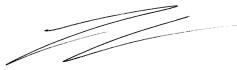
The Contract is changed as follows:

<p>Furnish and Install backing per RFI 254 for the approved 10" wall expansion joint at Bldg "C" North Media Center as no backing is depicted. The wall layout dimensions shown in detail 13/A8100 provide a 6" seperationm while the structural and architectural framing plans show a 15" seperation between the walls. The installation of any expansion joint greater than 10" will clash with the roof overhang.</p> <p align="center">Ref. Cost Event #97</p>	<p>\$ 3,571.00</p>
---	--------------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	CONSTRUCTION MANAGER CFW Group, Inc.
------------------------------	------------------------	---

By:  By: \_\_\_\_\_ By: \_\_\_\_\_

Date: 1/3/23 Date: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER - Oxnard School District By: \_\_\_\_\_ Date: \_\_\_\_\_



Division of Pre Con Industries, Inc  
PO Box 5728

Toll Free: 1800.928.6650  
Direct: 805.928.3397  
Fax: 805.928.0977

License #809679

# Change in Plans and Specifications

<b>To:</b>	Leon Cavallo	<b>Fax:</b>	
<b>Company:</b>	Balfour Beatty	<b>Date:</b>	12/28/2022
<b>From:</b>	James Pedretti	<b>Page:</b>	2
<b>Project:</b>	Rose Avenue K-5 School		

<b>CE#9</b>	Description Of Work: Per RFI #254 dated 12/22/22, this is for additional work at Bldg C Media Center-Wall Expansion Joint on both sides. The drawing on Sheet 1.0 from Best Contracting shows a nested stud and track configuration for attachment of the Expansion Joint System. This detail is NIC.	-
-------------	---	---

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

**Description Of Work: Per RFI #254 dated 12/22/22, this is for additional work at Bldg C Media Center-Wall Expansion Joint on both sides. The drawing on Sheet 1.0 from Best Contracting shows a nested stud and track configuration for attachment of the Expansion Joint System. This detail is NIC.**

<b>Labor:</b>	\$	<b>2,644.16</b>
<b>Materials &amp; Equip:</b>	\$	<b>461.10</b>
<b>Overhead/Profit 15%:</b>	\$	<b>465.79</b>
<b>Total Amount:</b>	\$	<b>3,571.05</b>

**\*Please sign and fax back to continue with material order\***

For which an add of \$ **3,571.05** is made to contract price and an additional (1) work day(s) is added to scope.

CHANGE AUTHORIZED BY:

Signed \_\_\_\_\_

Dated \_\_\_\_\_

**CONFIDENTIAL**





Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg C Media Center - Wall Expansion Joint

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	12/15/2022	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C	<b>DUE DATE:</b>	12/22/2022
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	07 95 13 - Expansion Joint Cover Assemblies
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

### Question from Filbert Carbajal (Balfour Beatty) at 10:02 AM on 12/15/2022

Please confirm that the 6" dimension on AD01A A03 is the minimum requirement for the expansion joint. Please confirm if it is acceptable to allow the attachment of the 10" wide expansion joint as the opening is 15" and it will allow expansion joint to pass by the roof overhang.

**Attachments:**

[A8100 Detail 13 AD01A-A03.pdf](#) [Rose Ave. ES Expansion Joint Wall Detail.pdf](#)

Awaiting an Official Response

### All Replies:

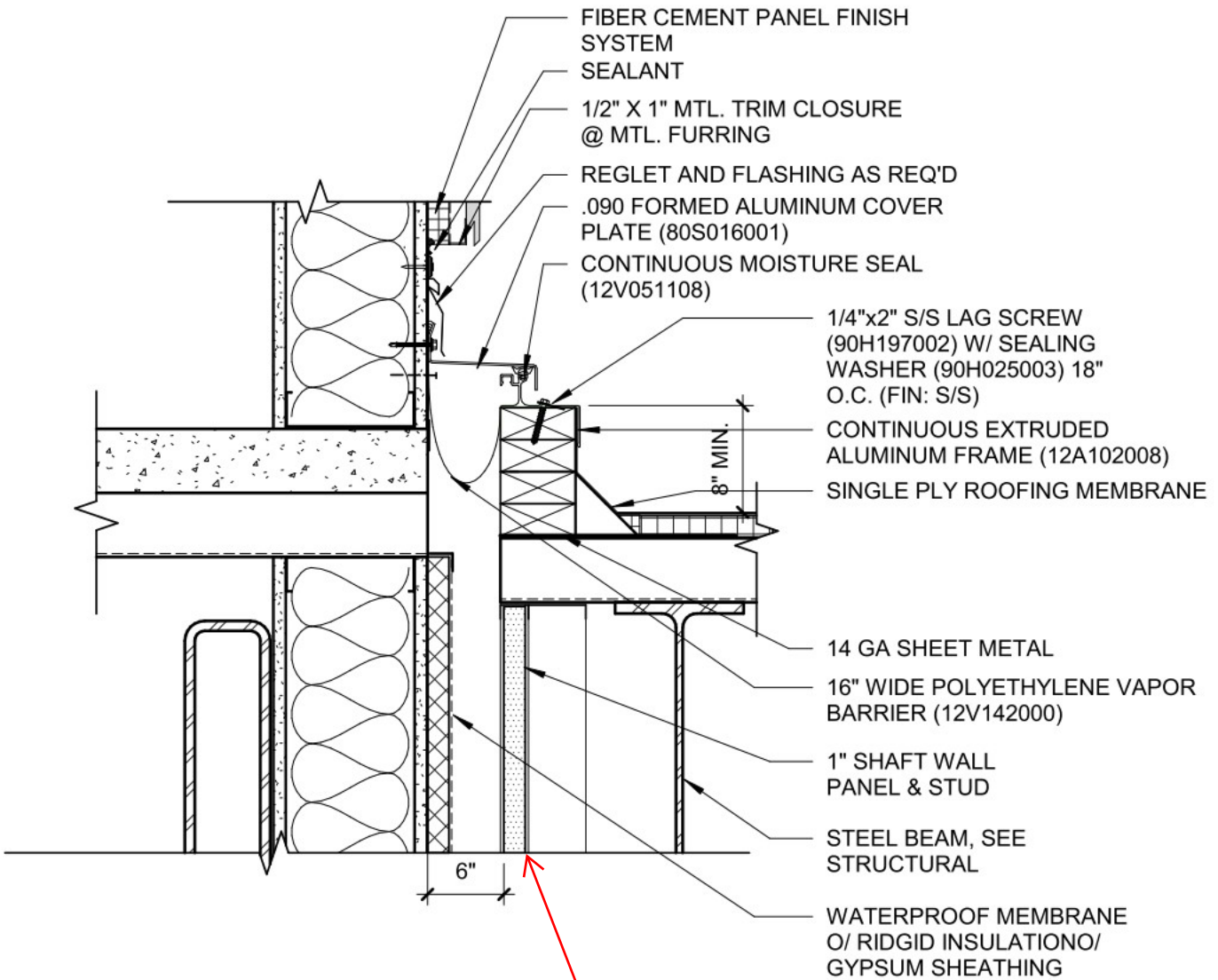
6" Seismic Joint dimension is adequate.  
 We take no exception to the proposed 10" expansion joint and assembly, per attached sketch.

It is to IBI's opinion that the drawings were clear that there is a seismic gap called out and respective roof construction. This scope / transition should have been previously coordinated, and therefore additional cost is not warranted.

Ruben R.  
 IBI Group  
 12/21/22



*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_



This does not align with Architectural and Structural Framing plans.

13 EXPANSION JOINT  
 1 1/2" = 1'-0"

 Los Angeles 1001 Wilshire Blvd., Suite 100-3100 Los Angeles CA 90017 213.769.0011 fax: 213.769.0016		<b>EXPANSION JOINT</b>		DATE	
		<b>ROSE AVENUE K-5 SCHOOL</b>			05/28/21
		<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>AD01A A03</b>
		PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO. A8100	

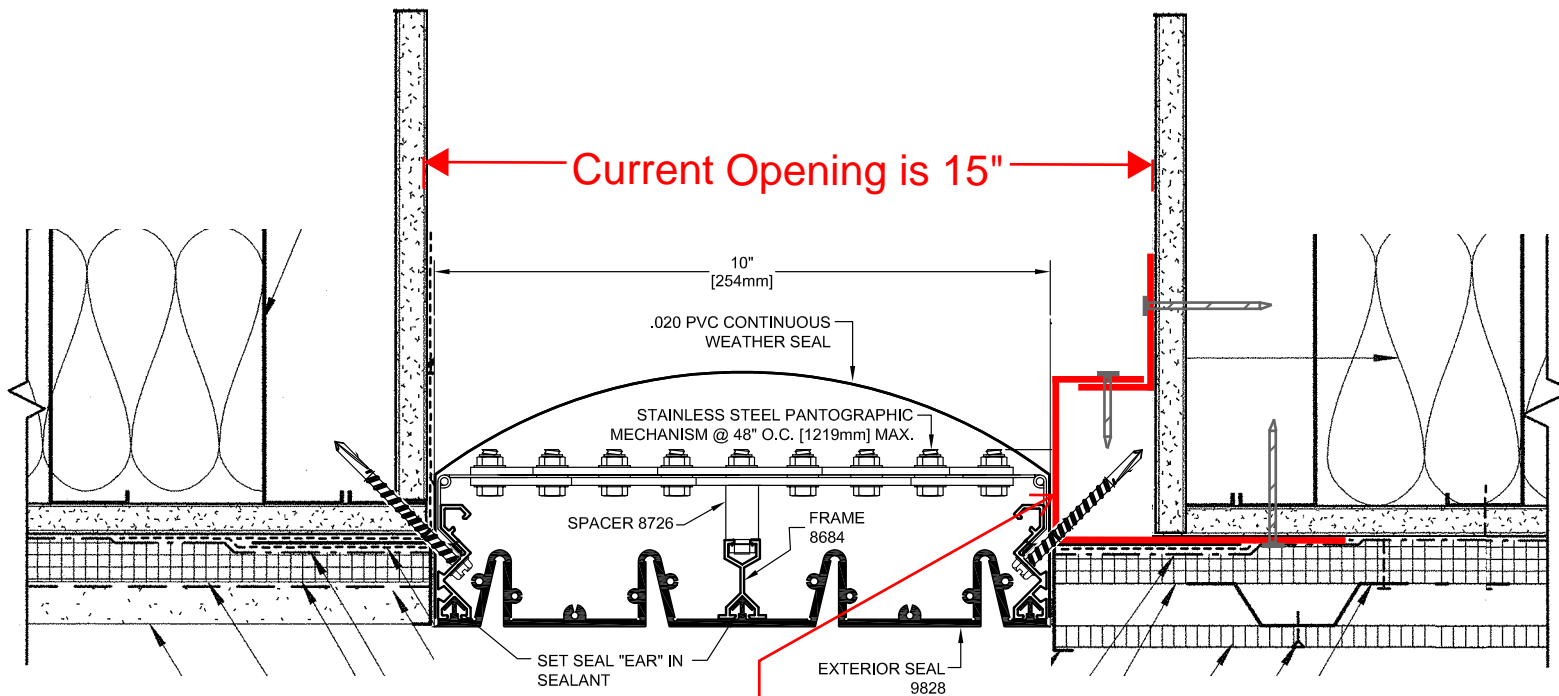


19027 S. Hamilton Ave.  
Gardena, CA 90248  
Tel No. (310) 328-6969  
Fax No. (310) 328-9176

PROJECT NAME/  
LOCATION:

## ROSE AVENUE K-5 SCHOOL

220 S. DRISKILL ST.  
OXNARD, CA 93030

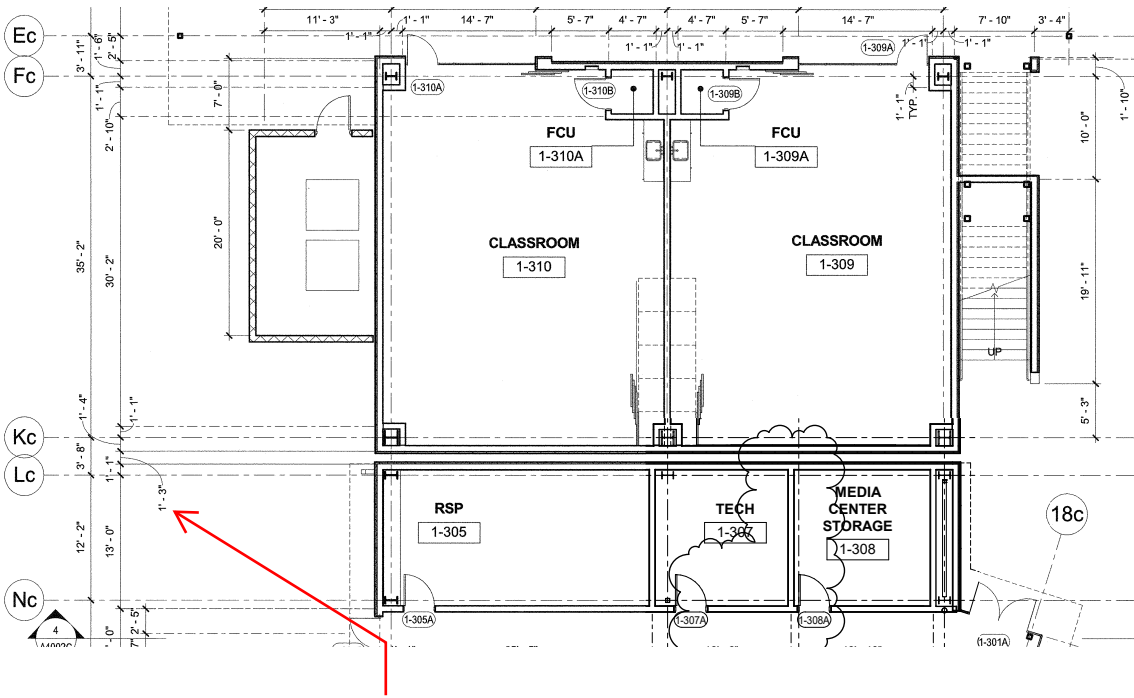


2pc. 16ga. Galvanized  
C-Channel & L-Metal to  
fur out opening to 10" for  
Expansion Joint System.

BEST JOB NO:  
21148A

SHEET CONTENTS:  
DETAIL

SHEET:  
1.0



15" wide contradicts wall layout showing a 6" gap per 13/A8100.



## CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	3-7-2023
Permit Number:	DSA# 03-119284	Change Event No.:	102
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Rick Ostrander - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**  
 Provide labor, material and equipment to install prefinished 20Ga Galvanized instead of mill finish 20Ga closure at roof edge was modified for building A, B and C and three colors were selected in lieu of one per RFI 276 and submittal number 07 62 00-3.1 Sheet Metal Colors.  
  
 Ref. Cost Event #102/Contingency Draw #56

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Best Contracting Material	\$	25,991.16	
Best Contracting (O&P @15%)	\$	3,898.68	
		<b>Subtotal B: \$</b>	<b>29,889.84</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
		<b>Grand Total = (A + B + C + D + E)</b>	<b>\$ 29,889.84</b>

The request could potentially increase the milestones and/or contract time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2023-03-07

Print Name & Title (General Contractor)

Signature

Date

# Change Order Request



C.O.R. # 21148-0004-R1

G.C. #

Date: 2/3/2023

Project Name: 21148 / ROSE AVE ES BP#10

Project #: 21148

To: Balfour Beatty Construction

Attn:

10620 Treena Street  
Suite 300  
San Diego, CA 92131

Phone: (858) 635-7400 Fax: (858) 635-7401

From: Best Contracting Services, Inc.

Dareen Khalil

19027 S. Hamilton Ave.  
Gardena, CA 90248-4408

Phone: (310) 328-6969 Fax: (310) 380-6066

We hereby propose to make the following changes:

Install prefinished 20Ga Galvanized instead of mill finish 20Ga closure at roof edge for building A, B and C per the color selected in submittal number "07 62 00-3.1 Sheet Metal Colors\_Rev Rsp"

Change Order Price

\$29,889.84

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Dareen Khalil

2/3/2023

Author

Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

# Change Order Request



C.O.R. # 21148-0004-R1

G.C. #

Date: 2/3/2023

Project Name: 21148 / ROSE AVE ES BP#10

Project #: 21148

## Materials

Materials	Quantity	Cost	TotalTax	Total Materials
prefinished 20Ga Galvanized Brick Red (#1901K)	85.00	\$92.45	\$805.47	\$8,663.72
	0.00	\$0.00	\$0.00	\$0.00
prefinished 20Ga Galvanized Champagne (#7542K)	0.00	\$0.00	\$0.00	\$0.00
prefinished 20Ga Galvanized Champagne (#7542K)	85.00	\$92.45	\$805.47	\$8,663.72
prefinished 20Ga Galvanized Aged Bronze (#6464K)	85.00	\$92.45	\$805.47	\$8,663.72
		Sub Total	<u>\$2,416.41</u>	<u>\$25,991.16</u>
		Grand Total	<u>\$2,416.41</u>	<u>\$25,991.16</u>
			<b>Total</b>	<b>\$25,991.16</b>
			<b>Overhead</b>	<b>\$2,599.12</b>
			<b>Profit</b>	<b>\$1,299.56</b>
			<b>Total</b>	<b>\$29,889.84</b>



Re: Rose Ave ES



Robert Macropoulos <RobertM@e-ocm.com>

To: Daren Khalil

 If there are problems with how this message is displayed, click here to view it in a web browser.

Hi Daren,

Same price for each color.

20ga x 36.25" x 120" – 85 sheets with PVC  
OCM Standard Color PVDF 2-coat / grey backer  
\$92.45 / Sheet

Shipping tolerance: +/-10%

Lead time: 1-2 weeks

FOB: Old Country Millwork

Price valid for 30 days

Let me know if you need anything else.

Best Regards,

Robert Macropoulos

[robertm@e-ocm.com](mailto:robertm@e-ocm.com)

917-945-3283



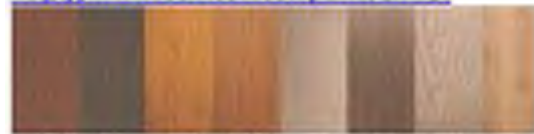
**OCM**

OLD COUNTRY MILLWORK INC.

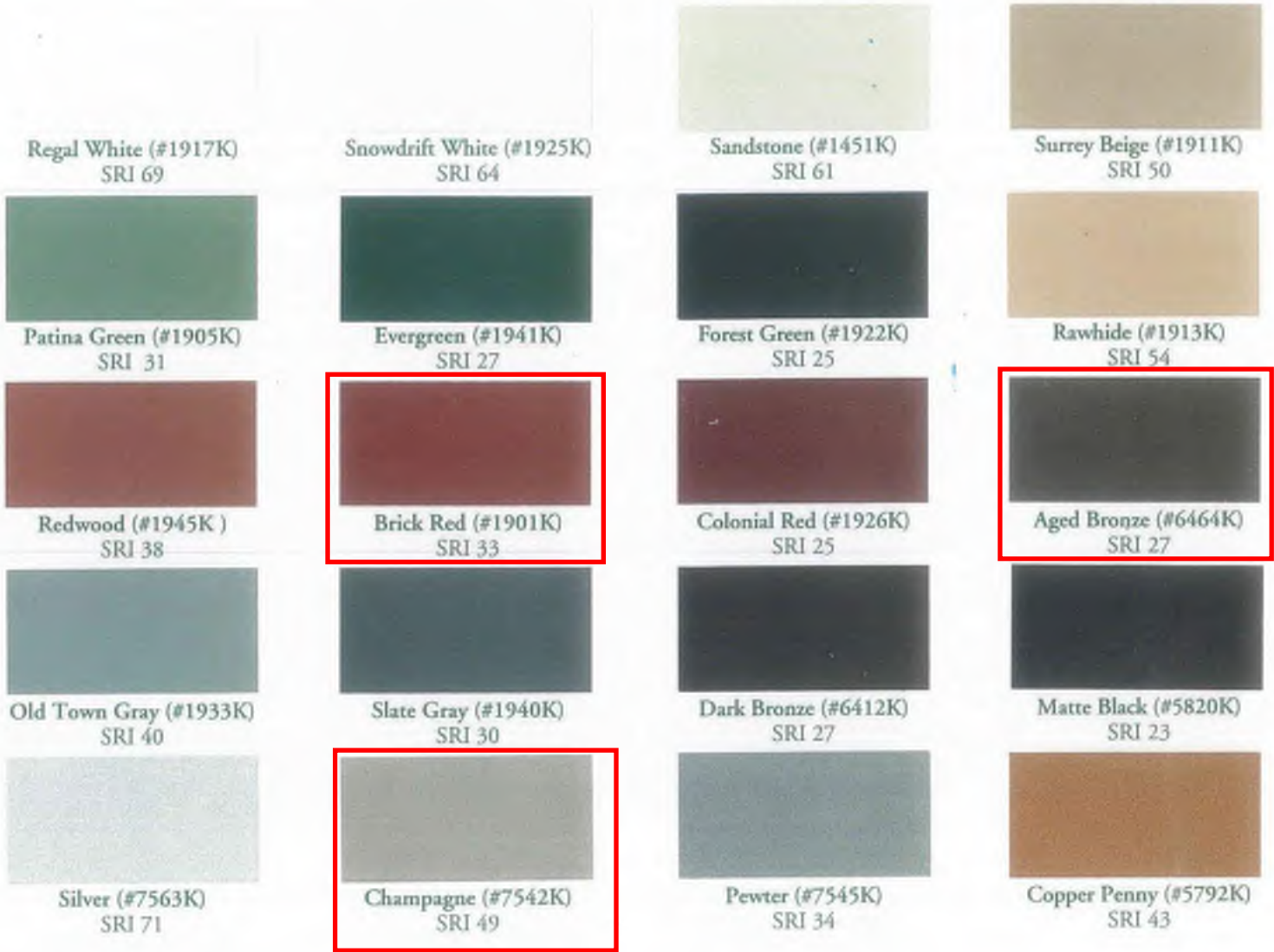
*Did you know that OCM now offers eye-catching Kynar woodgrain finishes?*

Check out our [TimberMet](#) series:

<http://www.ocmcoil.com/timbermet>



*Taking requests for custom colors, too!*



All colors are available on a wide range of gauges of zincalume (18ga-30ga) and aluminum (.014-.063). These colors are produced with Durapon 70 PVDF (minimum 70% Hylar 5000 resin) to provide superior performance and color retention. Durapon 70 is harder and more flexible than other premium PVDF coatings on the market. This coating system creates a surface that is exceptionally resistant to installation scratching, marring, and transit abrasion, and has the flexibility to handle the most demanding post-forming operations. Its Cool Roof pigments deflect UV rays to lessen the heat island effect. Durapon 70 complies with the Cool Roof Rating Council, Energy Star, and LEED 29 standards.

Prior to painting, all metal is pretreated in accordance with the paint manufacturer's recommendations. Pretreatment is applied

to allow proper adhesion of primer. Primer dry film thickness is 0.2-0.3 mil. Top coat dry film thickness is 0.7-0.8 mil. Backer consists of primer with 0.2-0.3 mil dry film thickness and top coat with 0.3-0.4 mil.

All colors carry a 30 year warranty, covering chalk, fade, crack, and peel. Color samples are close representations, but are limited by the printing process and may appear different depending on the lighting conditions. Physical samples are available upon request.

SRI (Solar Reflectance Index) is a measure of a surface's ability to stay cool in the sun by reflecting solar radiation and emitting thermal radiation.



5855 Hopper Ave  
Los Angeles, CA 90001

March 3, 2023

Dareen Khalil  
Project Manager  
Best Contracting Services  
19027 S. Hamilton Ave.  
Gardena, CA 90248

Dear Ms. Khalil:

Old Country Millwork's coated products are produced on an order-by-order basis using the coil coating process. We do not stock painted coils or sheets, so each order is subject to a minimum production quantity. For most PVDF coatings the minimum order that we can produce is 850 linear feet. Some specialty PVDF finishes require 1000 linear foot minimum orders. These minimum order quantities are required due to the nature of the coil coating process. Based on the process and the specifics of our production line we do not have the ability to paint less material.

If you have any questions or require any additional information I am more than happy to discuss this further. Please feel free to contact me.

Sincerely,

Gerard Kilgallon  
Executive Vice President – Sales & Marketing

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Roof Flashing and Sheet Metal Fascia

<b>TO:</b> Ruben Ruiz (IBI Group)	<b>FROM:</b> Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b> 02/02/2023	<b>STATUS:</b> Closed on 02/14/23
<b>LOCATION:</b>	<b>DUE DATE:</b> 02/10/2023
<b>PROJECT STAGE:</b> 3. Construction	<b>COST CODE:</b>
<b>SUB JOB:</b> 001 Construction	<b>SCHEDULE IMPACT:</b> Yes (Unknown)
<b>COST IMPACT:</b> Yes (Unknown)	<b>SPEC SECTION:</b> 07 62 00 - Sheet Metal Flashing and Trim
<b>DRAWING NUMBER:</b> 9 & 18/A8400, 19/A8401, 21/A8401	<b>REFERENCE:</b>
<b>LINKED DRAWINGS:</b>	
<b>RECEIVED FROM:</b>	
<b>COPIES TO:</b>	

### Question from Filbert Carbajal (Balfour Beatty) at 02:12 PM on 02/02/2023

Detail 9 & 18/A8400 calls out a one piece 11", and Detail 19/A8401 calls a 16" Tremco metal clad flashing welded at the top to the roofing membrane, it is also limited in colors as it has a rubberized finish. Please confirm the following per Ruben's email dated January 31, 2023 and per the OAC meeting dated 02/01/23 and give direction how to proceed.

1. Detail 9 & 18 / A8400 revise the metal clad flashing 11" to 3".
2. Detail 19/A8401 revises the metal clad flashing from 1'-4" 16" to 3".
3. The Subcontractor Best Contracting Services has confirmed that the 20 Ga galvanized can be pre-refinished with a ROM of 10K, and a lead time of 2-3 weeks.
4. If Item number 3 is acceptable, please select a color from the standard color chart attached.
5. Provide a color for the vertical fascia piece shaped on the outside of the gutter, and the metal decking underneath the overhang detail 21/A8401. Submittal 07 62 00 - 3.1 is attached for reference.

**Attachments:**

[07 62 00-3.1 Sheet Metal Colors Chart.pdf](#) [07 62 00-3.1 Sheet Metal Colors.pdf](#) [RFI Fascia Details.pdf](#)

**Official Response:** Filbert Carbajal (Balfour Beatty) responded on Tuesday, February 14th, 2023 at 8:11AM PST

1. No Exceptions Taken
2. Per recent email confirmation, Detail 19/A8401 is no longer applicable to scope.
3. See below
4. Please submit Cost Order Proposal for District review and approval. Color pending response Submittal response 07 62 00-3.1 and 07 62 00-2.3
5. Color pending response to Submittal 07 62 00-2.3 "Sheet Metal Shop Drawings"

Ruben R.  
 IBI Group  
 02/14/2023

**Attachments:**

[RFI 276 Roof Flashing and Sheet Metal Fascia\\_Rsp.pdf](#)

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

---

BY

---

DATE

---

COPIES TO

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Roof Flashing and Sheet Metal Fascia

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	02/02/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>		<b>DUE DATE:</b>	02/10/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	Yes (Unknown)
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	07 62 00 - Sheet Metal Flashing and Trim
<b>DRAWING NUMBER:</b>	9 & 18/A8400, 19/A8401, 21/A8401	<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

### Question from Filbert Carbajal (Balfour Beatty) at 02:12 PM on 02/02/2023

Detail 9 & 18/A8400 calls out a one piece 11", and Detail 19/A8401 calls a 16" Tremco metal clad flashing welded at the top to the roofing membrane, it is also limited in colors as it has a rubberized finish. Please confirm the following per Ruben's email dated January 31, 2023 and per the OAC meeting dated 02/01/23 and give direction how to proceed.

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4. If item number 3 is acceptable, please select a color from the standard color chart attached.
5. Provide a color for the vertical fascia piece shaped on the outside of the gutter, and the metal decking underneath the overhang detail 21/A8401. Submittal 07 62 00 - 3.1 is attached for reference.

#### Attachments:

[07 62 00-3.1 Sheet Metal Colors Chart.pdf](#) [07 62 00-3.1 Sheet Metal Colors.pdf](#) [RFI Fascia Details.pdf](#)

Awaiting an Official Response

#### All Replies:

1. No Exceptions Taken
2. Per recent email confirmation, Detail 19/A8401 is no longer applicable to scope.
3. See below
4. Please submit Cost Order Proposal for District review and approval. Color pending response Submittal response [07 62 00-3.1](#) and [07 62 00-2.3](#)
5. Color pending response to Submittal [07 62 00-2.3](#) "Sheet Metal Shop Drawings"

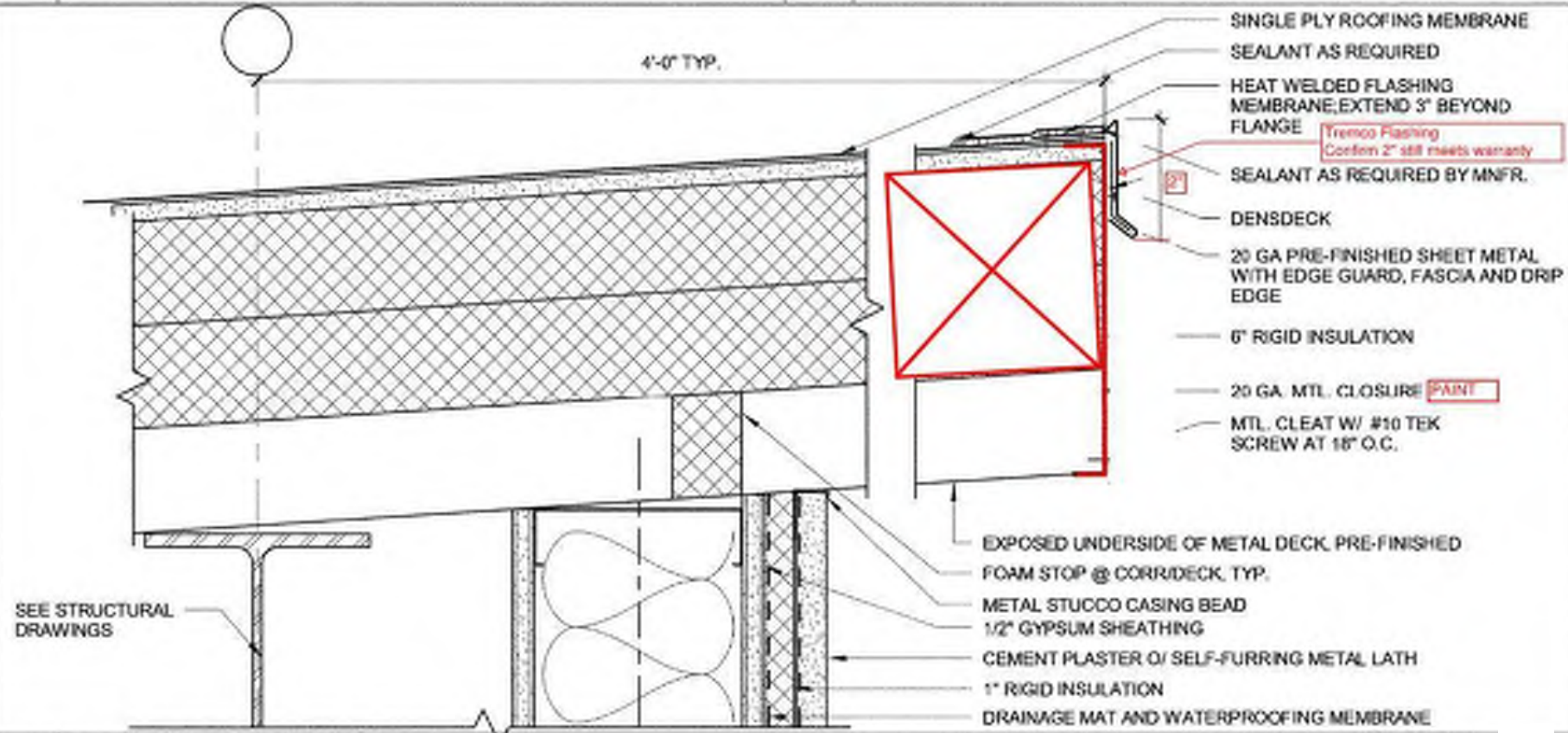
Ruben R.  
 IBI Group  
 02/14/2023

*may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

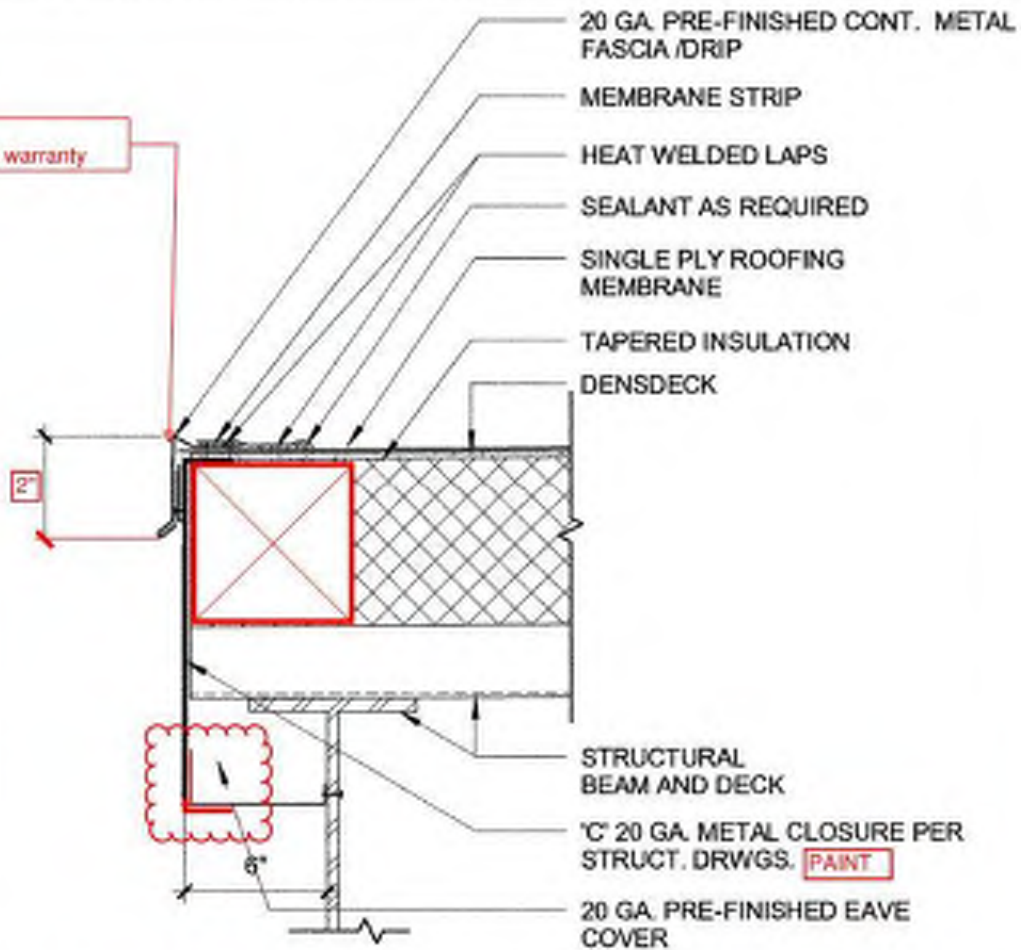
BY

DATE

COPIES TO



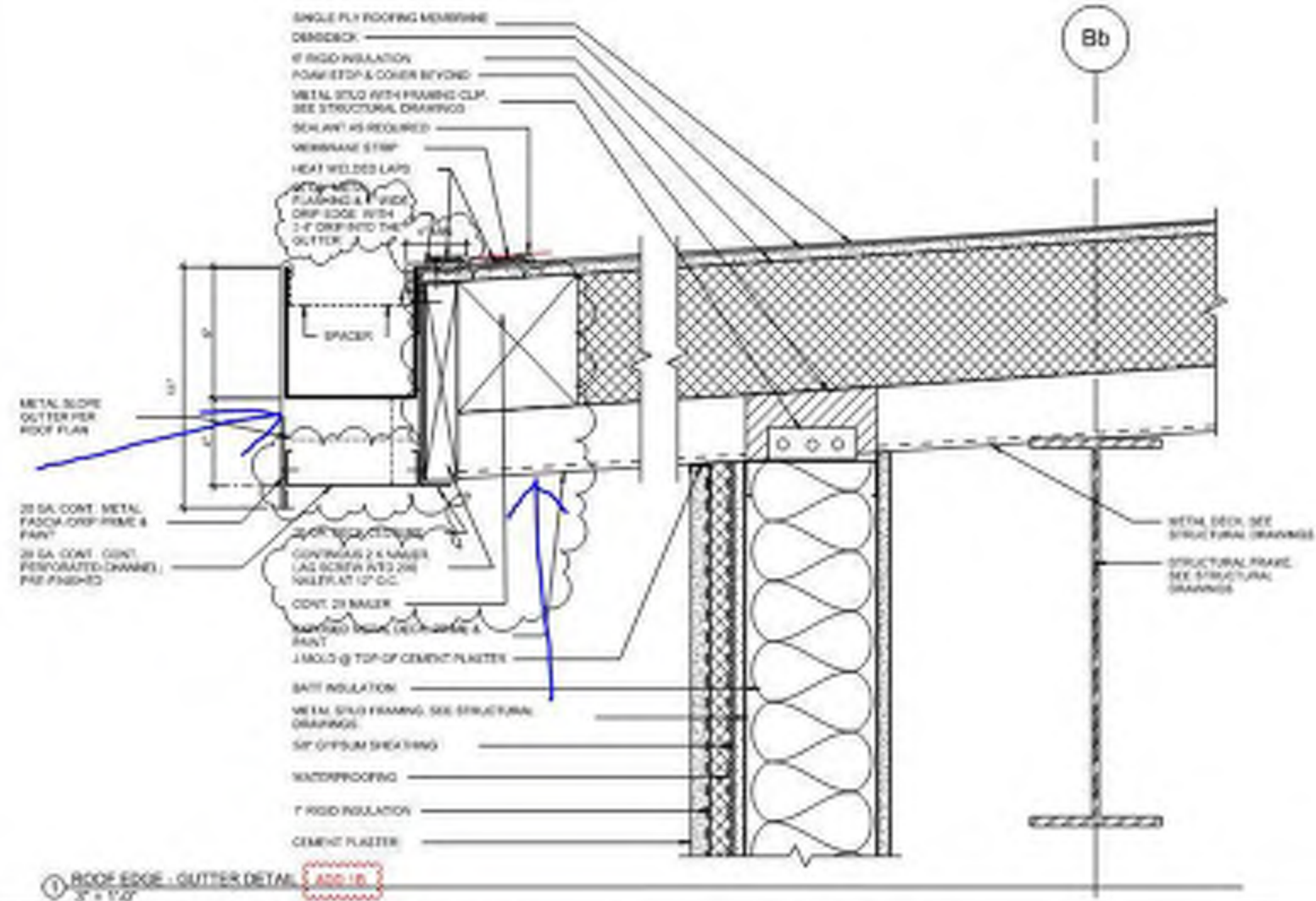
Tremco Flashing  
Confirm 2" still meets warranty

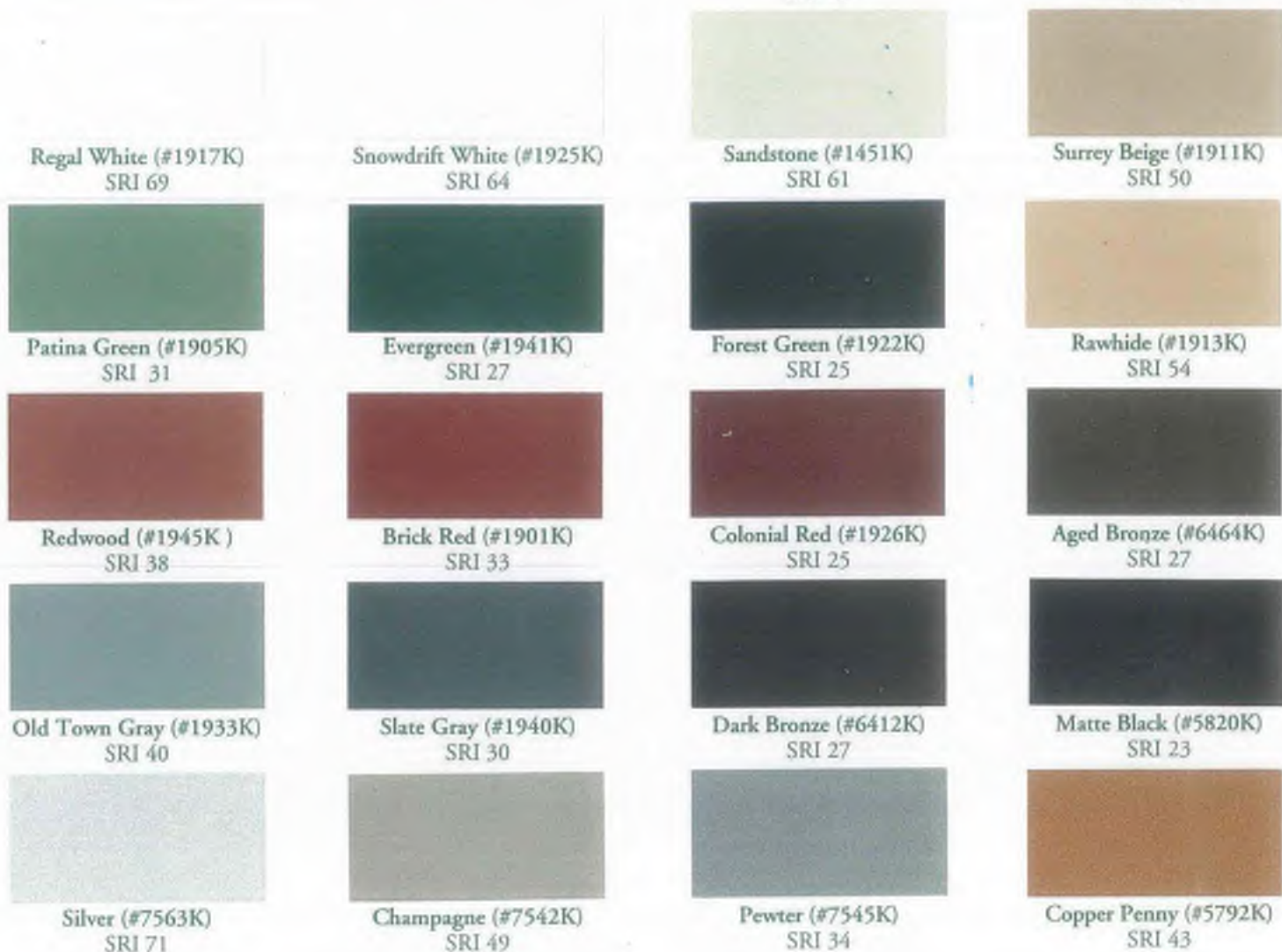


# 19 OPENING AT BLDG. B

1 1/2" : 5440"







All colors are available on a wide range of gauges of zincalume (18ga-30ga) and aluminum (.014-.063). These colors are produced with Durapon 70 PVDF (minimum 70% Hylar 5000 resin) to provide superior performance and color retention. Durapon 70 is harder and more flexible than other premium PVDF coatings on the market. This coating system creates a surface that is exceptionally resistant to installation scratching, marring, and transit abrasion, and has the flexibility to handle the most demanding post-forming operations. Its Cool Roof pigments deflect UV rays to lessen the heat island effect. Durapon 70 complies with the Cool Roof Rating Council, Energy Star, and LEED 29 standards.

Prior to painting, all metal is pretreated in accordance with the paint manufacturer's recommendations. Pretreatment is applied

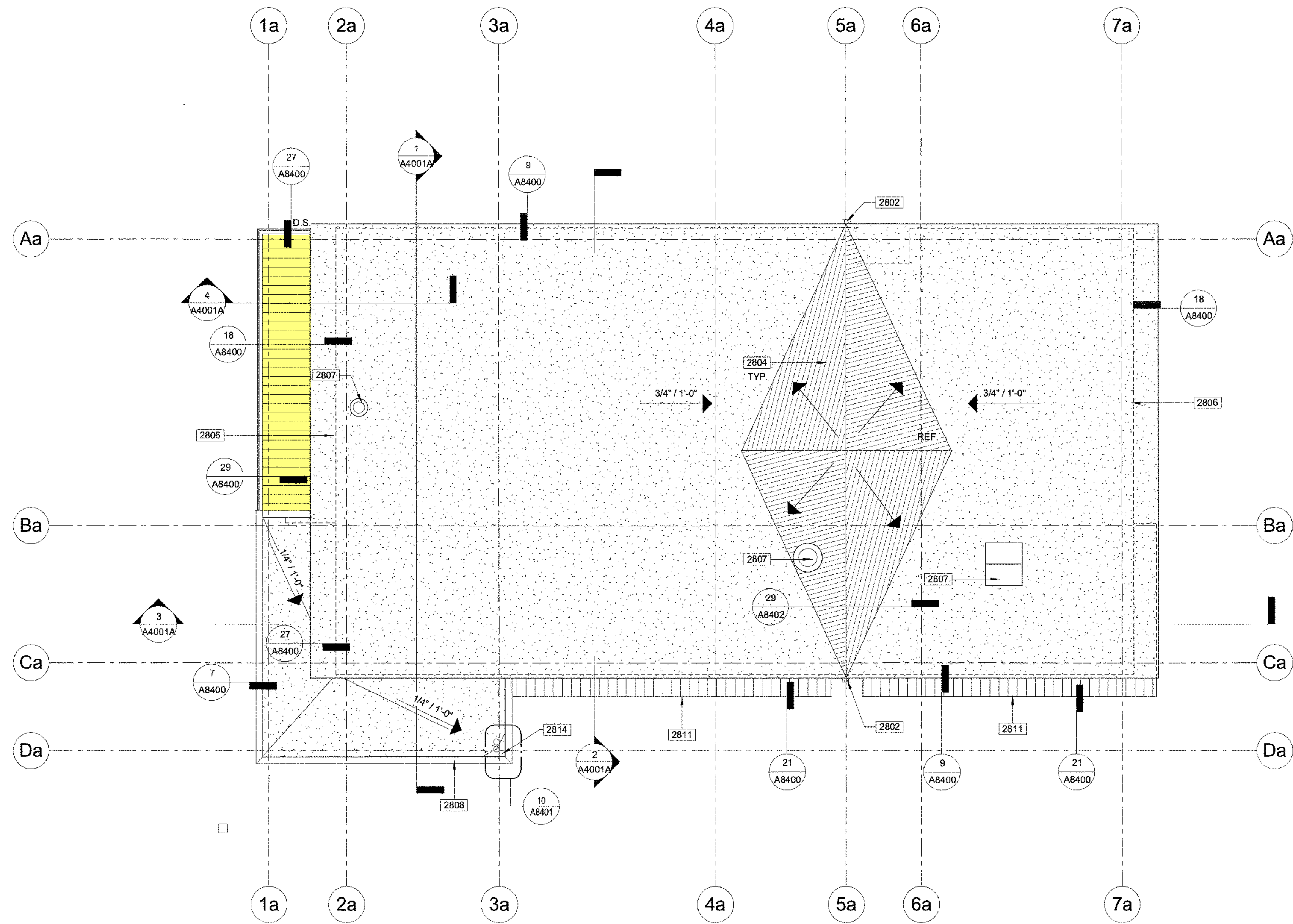
to allow proper adhesion of primer. Primer dry film thickness is 0.2-0.3 mil. Top coat dry film thickness is 0.7-0.8 mil. Backer consists of primer with 0.2-0.3 mil dry film thickness and top coat with 0.3-0.4 mil.

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SRI (Solar Reflectance Index) is a measure of a surface's ability to stay cool in the sun by reflecting solar radiation and emitting thermal radiation.

**Legend**

 Eave Cover

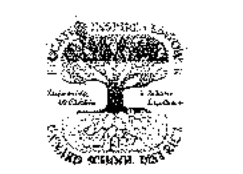


**2800-GENERAL NOTES**

1. TOPOGRAPHIC ELEVATIONS GIVEN ON ROOF PLANS ARE RELATIVE TO ASSUMED ELEVATION OF +0'-0" AT TOP OF FIRST FLOOR SLAB.
2. WHERE TOPOGRAPHIC ELEVATION ARE NOT GIVEN ON ROOF PLANS FOR SLOPING ROOF AREAS, REFER TO BUILDING SECTIONS FOR FRAMING HEIGHTS.
3. REFER TO EXTERIOR ELEVATIONS FOR PLACEMENT OF EXPOSED DOWNSPOUTS.
4. PROVIDE CRICKETS AT HIGH SIDE OF ALL ROOF MOUNTED EQUIPMENT.

**2800 - KEYNOTES**

- 2802 DOWNSPOUT SEE 30/8402  
 2804 VALLEY.  
 2806 LINE INDICATES BLDG. WALL BELOW.  
 2807 MECHANICAL EQUIPMENT, SEE MECHANICAL DRAWINGS.  
 2808 PARAPET CAP.  
 2811 AWNING.  
 2814 ROOF DRAIN, SEE PLUMBING DRAWINGS.

CLIENT  
**OXNARD SCHOOL DISTRICT**  
  
 220 S. Driskill St, Oxnard, CA 93030

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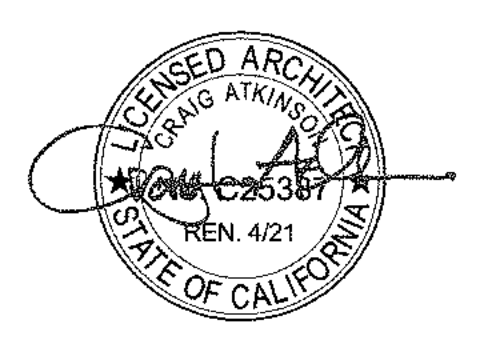
ISSUES NO.	ISSUANCE	DATE

CONSULTANTS

AGENCY INFORMATION

AGENCY TRACKING NO 72538-107	FILE NO 56-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
DATE 1 JUL 10 2018	

SEAL



**LEGEND**

XX-XX TOP ELEVATION VALUE AND POINT OF ELEVATION

D.S. DOWNSPOUT RAIN WATER LEADER

ROOF SLOPE AS INDICATED

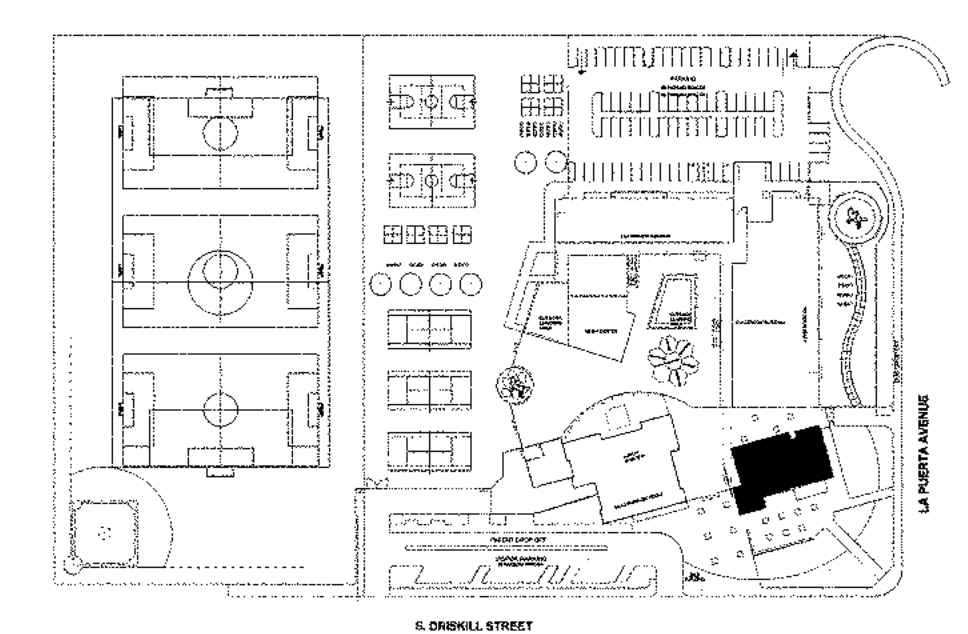
CLASS 'A' SINGLE PLY ROOFING\*  
 TREMCO, INC.  
 #T559 20-06-13-K3

CLASS 'A' SINGLE PLY ROOFING OVER TAPERED INSULATION. SLOPE AT 1/4" PER FOOT U.O.N.

CLASS 'A' SINGLE PLY ROOFING AT AWNING

\* TREMCO, INC # T45530-06-13-K3  
 NOTE: ROOF ASSEMBLIES 18/A8400 AND 20/A8400

**KEY PLAN**



PRIME CONSULTANT

**IBI** 215 W 5th Street, Suite 600  
 Los Angeles, CA 90015  
 Tel (213) 789-0911 Fax (213) 789-0016  
 ibigroup.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST.  
 OXNARD, CA 93030

PROJECT NO:  
109990

DRAWN BY: Author	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver

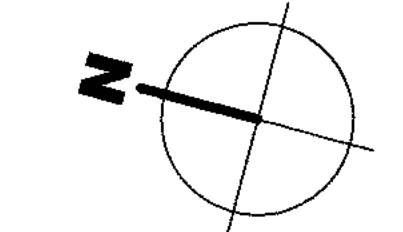
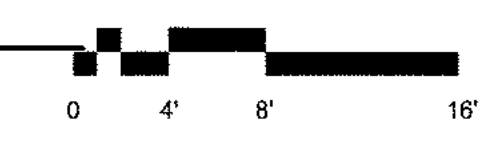
SCALE: As Indicated  
 DATE: 06/05/2019

SHEET TITLE  
**BUILDING A - ROOF PLAN**

SHEET NUMBER  
**A2810A**

ISSUE

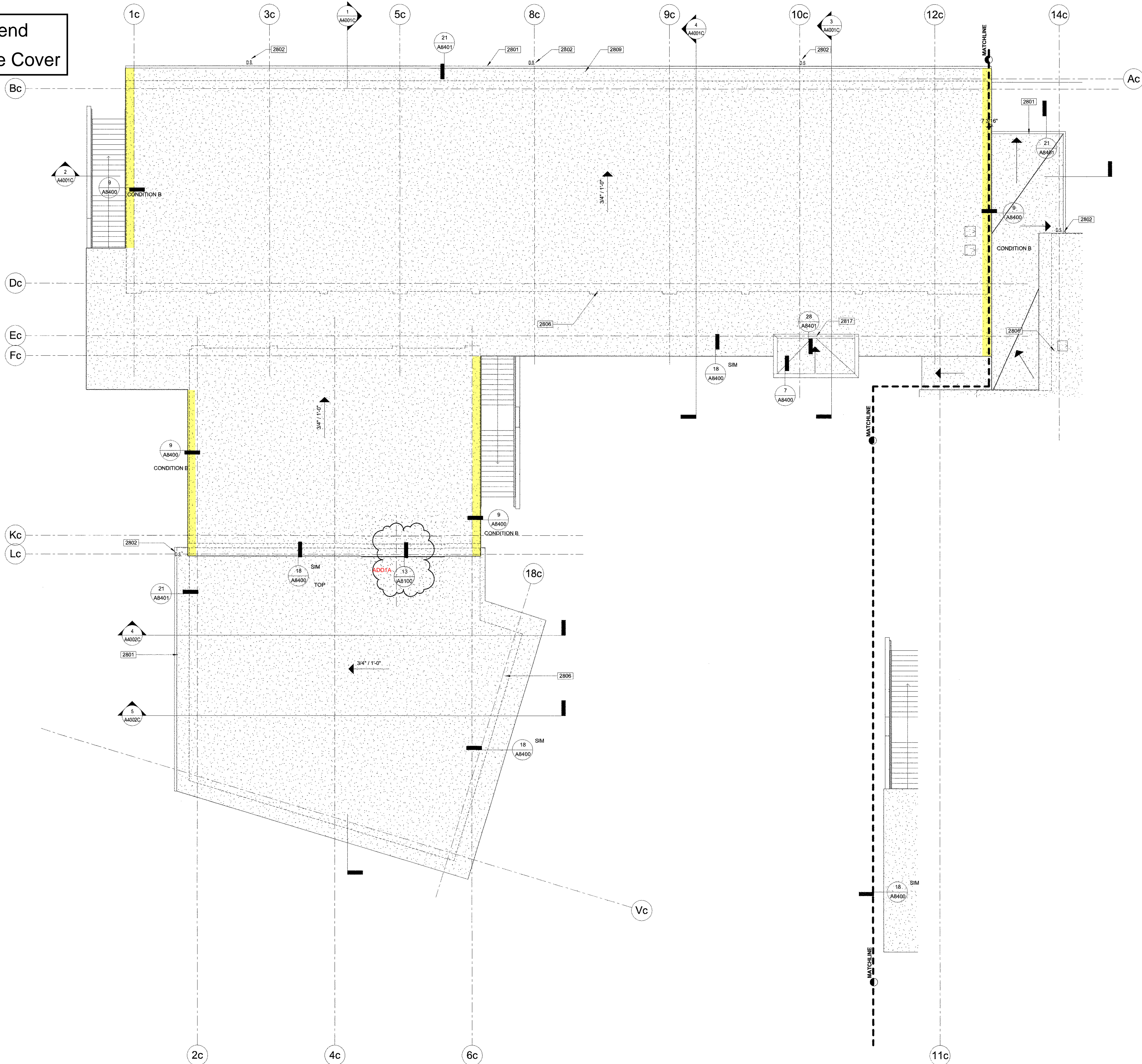
**ROOF PLAN**



B:\1302170990 - Rose Avenue Elementary\130990-ROSES-ELC001-A-11.rvt  
 IBI  
 547



**Legend**  
 Eave Cover



**Level 3 - ROOF PLAN - NORTH**




**2800-GENERAL NOTES**

1. TOPOGRAPHIC ELEVATIONS GIVEN ON ROOF PLANS ARE RELATIVE TO ASSUMED ELEVATION OF +0'-0" AT TOP OF FIRST FLOOR SLAB.
2. WHERE TOPOGRAPHIC ELEVATION ARE NOT GIVEN ON ROOF PLANS FOR SLOPING ROOF AREAS, REFER TO BUILDING SECTIONS FOR FRAMING HEIGHTS.
3. REFER TO EXTERIOR ELEVATIONS FOR PLACEMENT OF EXPOSED DOWNSPOUTS.
4. PROVIDE CRICKETS AT HIGH SIDE OF ALL ROOF MOUNTED EQUIPMENT.

**2800 - KEYNOTES**

- 2801 METAL GUTTER.SEE 30/B402
- 2802 DOWNSPOUT.SEE 30/B402
- 2806 LINE INDICATES BLDG. WALL BELOW.
- 2809 SLOPE GUTTER @ 1/4" PER FOOT.
- 2817 SCUPPER.

CLIENT  
**OXNARD SCHOOL DISTRICT**  
  
 220 S. Driskill St, Oxnard, CA 93030

ISSUES  
 NO. | ISSUANCE | DATE

CONSULTANTS

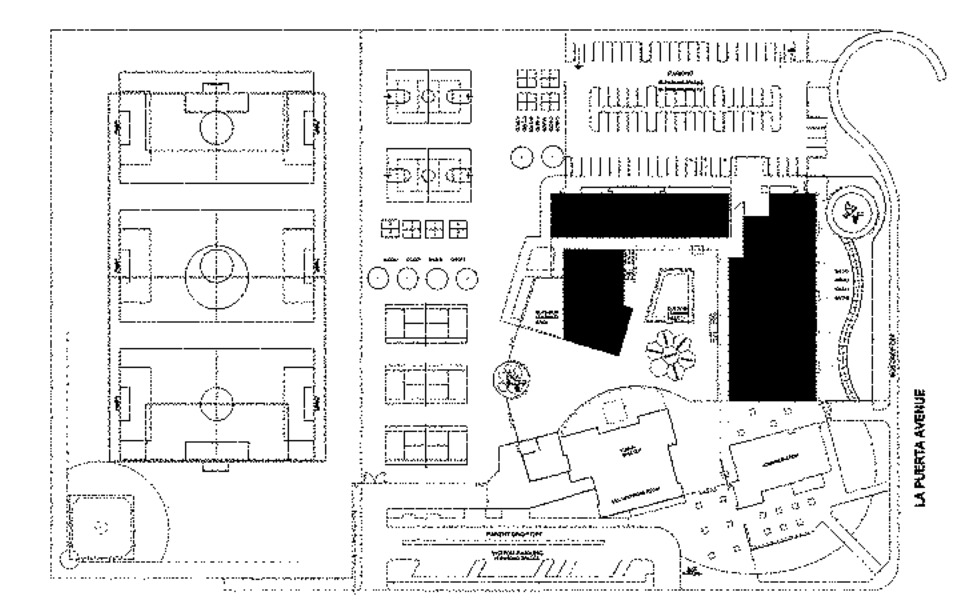
AGENCY INFORMATION:  
 AGENCY TRACKING NO 72538-107 | FILE NO 56-22  
 IDENTIFICATION STAMP  
 DIV. OF THE STATE ARCHITECT  
 OFFICE OF REGULATION SERVICES  
 03-119284  
 DATE 10 10 2019


**LEGEND**

- XX-XX' TOP → ELEVATION VALUE AND POINT OF ELEVATION
- TOP= TOP OF PARAPET
- TOP= TOP OF CRICKET
- TOP= TOP OF SHEATHING
- S=SUMP
- D.S. DOWNSPOUT
- RWL RAIN WATER LEADER
- ROOF SLOPE AS INDICATED
- CLASS 'A' SINGLE PLY\* ROOFING
- CLASS 'A' SINGLE PLY\* ROOFING OVER TAPERED INSULATION SLOPE AT 1/4" PER FOOT U.O.N.

\*TEHCO, INC. # T45530-06-12-R3

**KEY PLAN**



SEAL  


PRIME CONSULTANT  
**IBI**  
 315 W 9th Street, Suite 900  
 Los Angeles, CA 90015  
 Tel (213) 798-0011 Fax (213) 798-0016  
 ibigroup.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST.  
 OXNARD, CA 93030

PROJECT NO: 109990  
 DRAWN BY: SCH  
 PROJECT MGR: Designer  
 SCALE: As indicated

CHECKED BY: Checker  
 APPROVED BY: Approver  
 DATE: 06/05/2019

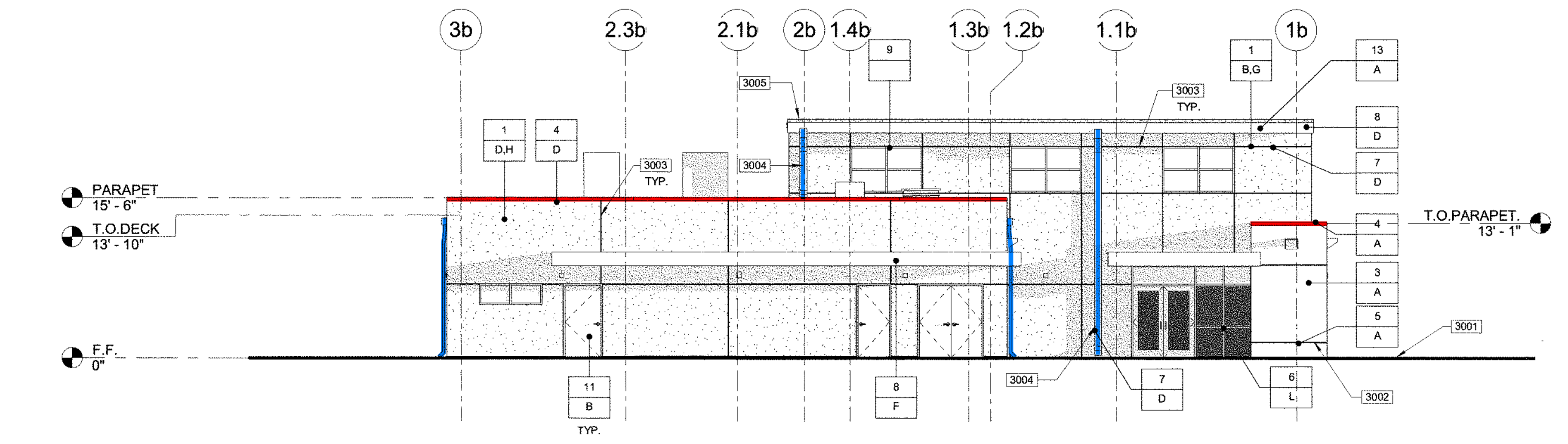
SHEET TITLE  
**BUILDING C - ROOF PLAN - NORTH**  
 SHEET NUMBER **A2810C** | ISSUE



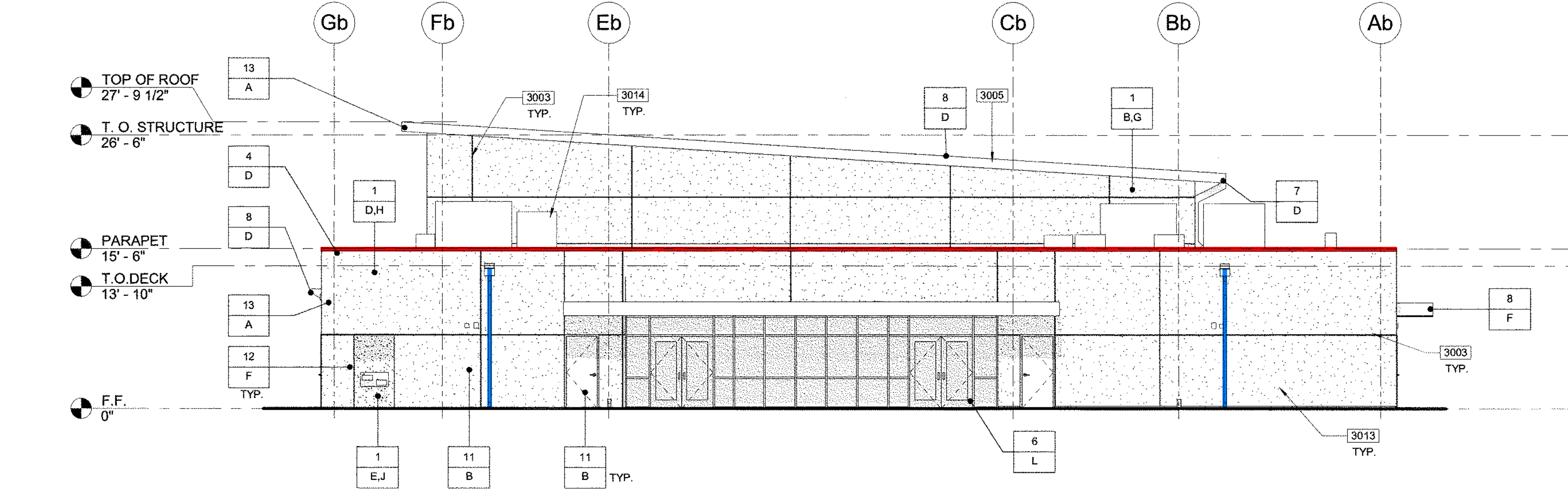


**Legend**

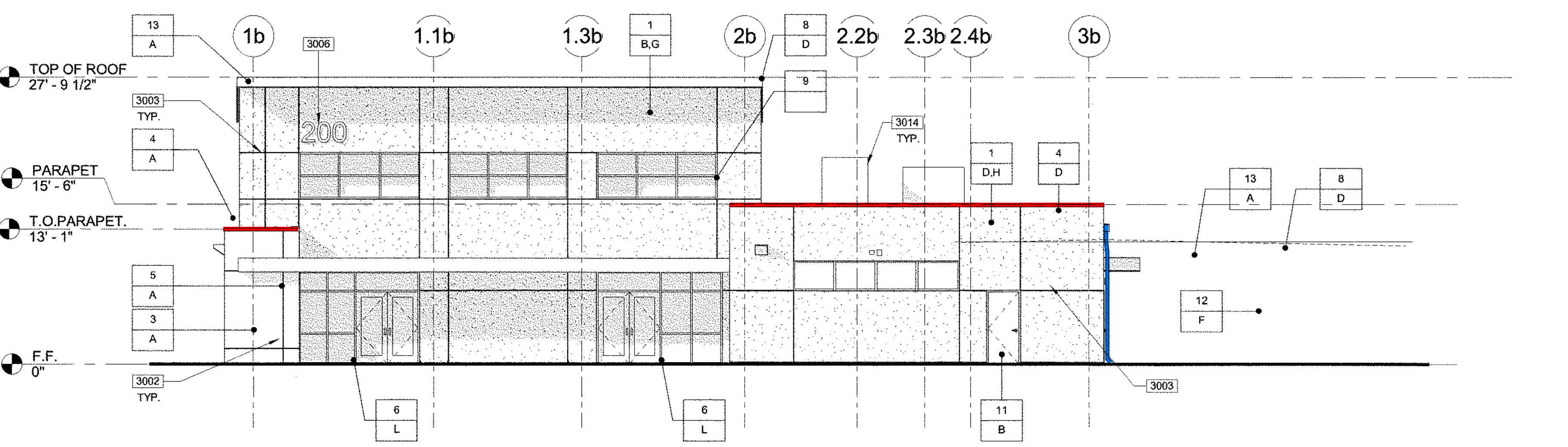
- Down Spout
- Parapet Cap



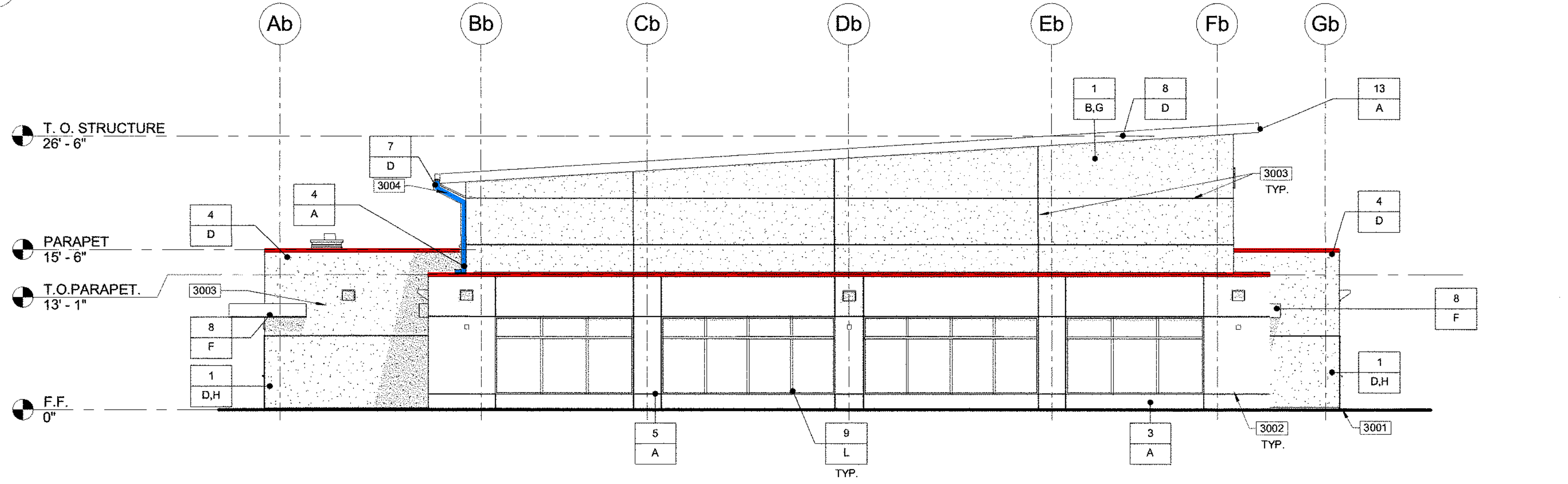
**1 NORTH ELEVATION**



**2 EAST ELEVATION**

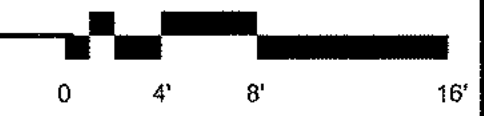


**3 SOUTH ELEVATION**



**4 WEST ELEVATION**

**EXTERIOR ELEVATIONS**



**3000-GENERAL NOTES**

1. ALL EXTERIOR FINISHES EXPOSED TO VIEW SHALL BE PAINTED AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
2. REFER TO OTHER DISCIPLINES FOR ADDITIONAL INFORMATION AND DEVICES NOT SHOWN.

**3000 - KEYNOTES**

- 3001 APPROXIMATE LINE OF GRADE.
- 3002 HORIZONTAL AND VERTICAL REVEAL AT FIBER CEMENT PANEL.
- 3003 HORIZONTAL AND VERTICAL PLASTER CONTROL JOINTS. SEE DETAIL 10/A&202 FOR ADDITIONAL INFORMATION.
- 3004 TUBE STEEL DOWNSPOUT TYPICAL.
- 3005 ROOFING. SEE ROOF PLANS FOR ADDITIONAL INFORMATION.
- 3006 ALUMINUM CUT LETTER SIGN.
- 3013 STEEL COLUMN. SEE STRUCT. DRWGS.
- 3014 MECHANICAL EQUIPMENT. SEE MECH. DRWGS.

**LEGEND**

- JAMES HARDIE "REVEAL"  
FIBER CEMENT PANEL-1 (FCP-1)  
INTERTEK LISTED #89761
- JAMES HARDIE "AETISHIAN Y-GROOVE"  
FIBER CEMENT SIDING-2 (FCP-2)  
INTERTEK LISTED #99619
- PLASTER
- CT CLEAR TEMPERED
- CTS CLEAR TEMPERED WITH LOW-E COATING
- LG LAMINATED GLASS
- LGS LAMINATED GLASS WITH LOW-E COATING
- TLGS TRANSLUCENT LAMINATED GLASS WITH LOW-E COATING

**MATERIAL & FINISH DESIGNATION**

NOTE: REFER TO SPECIFICATION SECTION 09 06 00 COLORS & FINISHES

MATERIAL DESIGNATION  
COLOR / FINISH DESIGNATION

**MATERIAL DESIGNATION**

1. EXTERIOR CEMENT PLASTER, WITH INTEGRAL COLOR
2. FIBER CEMENT SIDING
3. FIBER CEMENT PANEL
4. PARAPET CAP
5. REVEAL
6. STOREFRONT FRAME
7. GUTTERS / DOWNSPOUTS
8. FASCIA
9. ALUMINUM WINDOW FRAME
10. EXPOSED METAL DECK
11. HOLLOW METAL DOOR AND DOOR FRAME
12. COLUMNS
13. STRUCTURAL STEEL
14. ALUMINUM FRAME RAILING
15. LOUVERS

**COLOR / FINISH DESIGNATION**

- A. EXTERIOR PAINT COLOR 1 (EP-1)
- B. EXTERIOR PAINT COLOR 2 (EP-2)
- C. EXTERIOR PAINT COLOR 3 (EP-3)
- D. EXTERIOR PAINT COLOR 4 (EP-4)
- E. EXTERIOR PAINT COLOR 5 (EP-5)
- F. EXTERIOR PAINT COLOR 6 (EP-6)
- G. PLASTER COLOR NO. 1 (PLAS-1)
- H. PLASTER COLOR NO. 2 (PLAS-2)
- J. PLASTER COLOR NO. 3 (PLAS-3)
- K. PLASTER COLOR NO. 4 (PLAS-4)
- L. FACTORY FINISH (FF-1)
- G. FACTORY FINISH (FF-2)

CLIENT  
**OXNARD SCHOOL DISTRICT**  
220 S. Driskill St, Oxnard, CA 93030

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ISSUES  
NO. ISSUANCE DATE

CONSULTANTS

AGENCY INFORMATION:  
AGENCY TRACKING NO. 72538-107 FILE NO. 56-22  
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DIV. OF THE STATE ARCHITECT  
OFFICE OF REGULATION SERVICES  
03-119284  
DATE JUL 10 2019

SEAL

PRIME CONSULTANT  
**IBI**  
315 W 9th Street, Suite 600  
Los Angeles, CA 90015  
Tel (213) 769-0011 Fax (213) 769-0016  
ibi@group.com

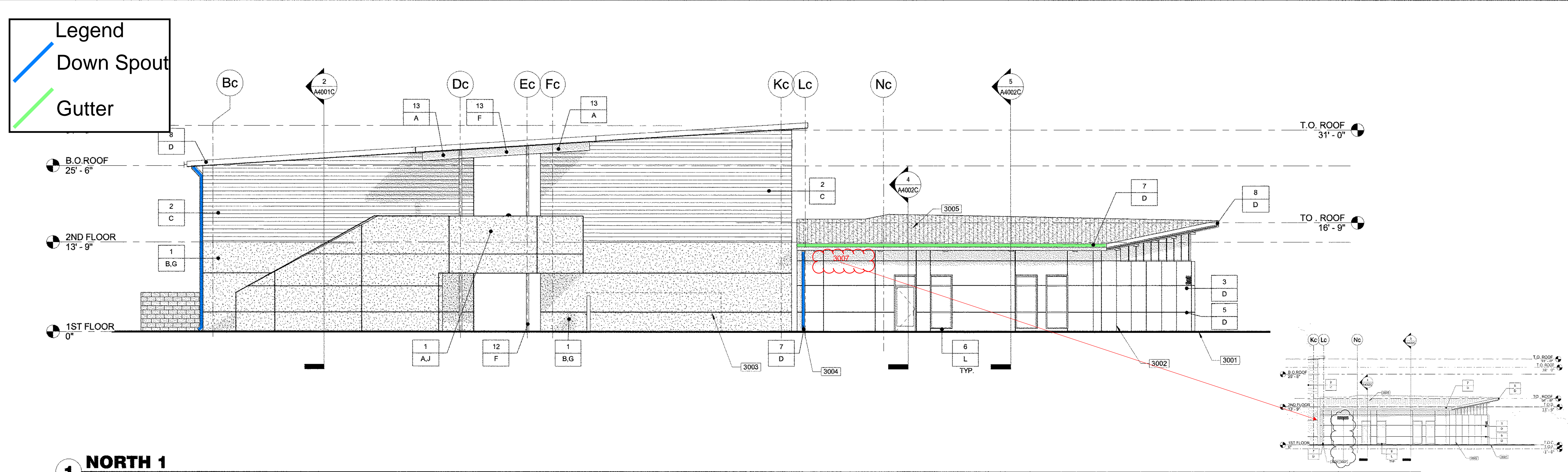
PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST,  
OXNARD, CA 93030

PROJECT NO. 109990  
DRAWN BY: Author CHECKED BY: Checker  
PROJECT MGR: Designer APPROVED BY: Approver  
SCALE: As Indicated DATE: 05/03/2019

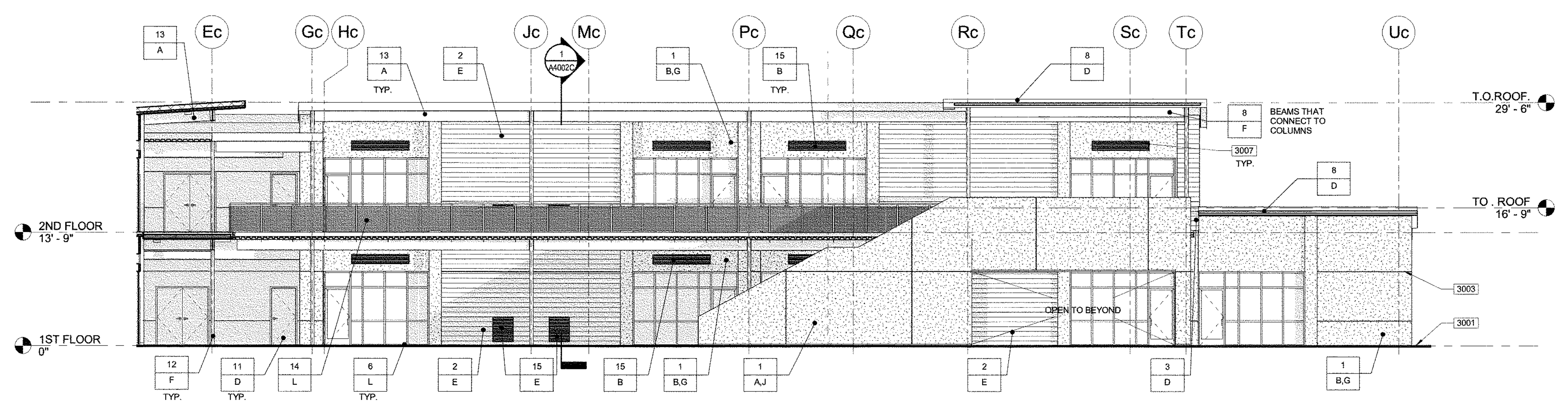
SHEET TITLE  
**BUILDING B - EXTERIOR ELEVATIONS**

SHEET NUMBER **A3001B** ISSUE

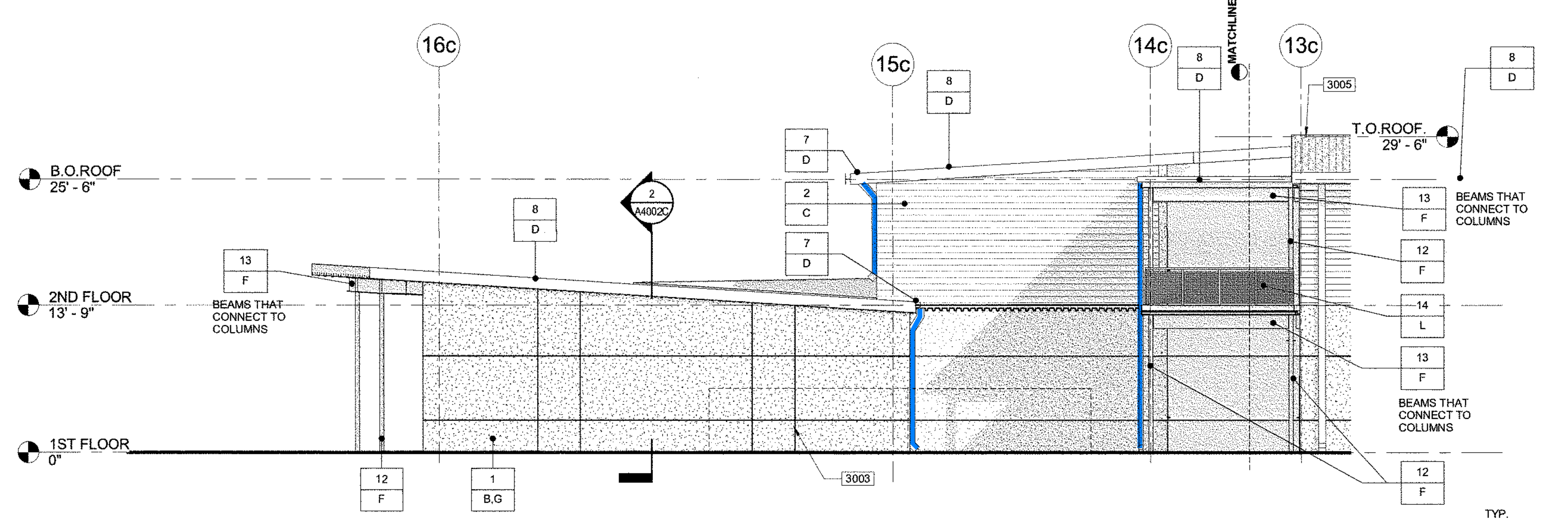




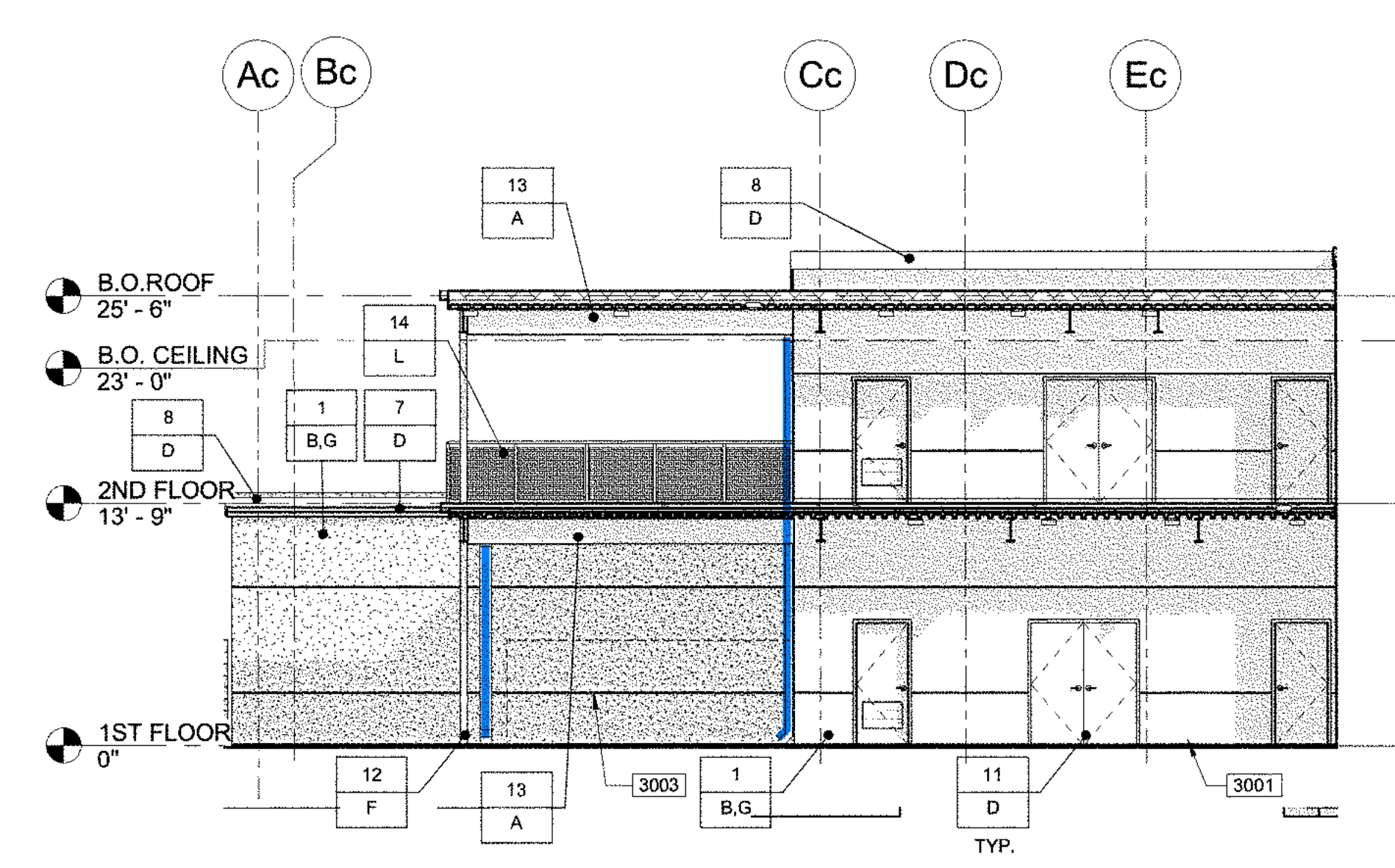
**1 NORTH 1**



**2 NORTH 2**

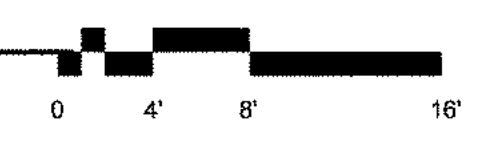


**3 PARTIAL EAST 1**



**4 PARTIAL NORTH**

**BUILDING 300 - EXTERIOR ELEVATIONS**



**3000-GENERAL NOTES**

- ALL EXTERIOR FINISHES EXPOSED TO VIEW SHALL BE PAINTED AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
- REFER TO OTHER DISCIPLINES FOR ADDITIONAL INFORMATION AND DEVICES NOT SHOWN.

**3000 - KEYNOTES**

- APPROXIMATE LINE OF GRADE.
- HORIZONTAL AND VERTICAL REVEAL AT FIBER CEMENT PANEL.
- HORIZONTAL AND VERTICAL PLASTER CONTROL JOINTS. SEE DETAIL 10/A8202 FOR ADDITIONAL INFORMATION.
- TUBE STEEL DOWNSPOUT TYPICAL.
- ROOFING, SEE ROOF PLANS FOR ADDITIONAL INFORMATION.
- LOUVERS, SEE MECHANICAL DRAWINGS.

**LEGEND**

- JAMES HARDIE "REVEAL" FIBER CEMENT PANEL-1 (FCP-1) INTERTEK LISTED
- JAMES HARDIE "ARTISAN V-GROOVE" FIBER CEMENT SIDING-2 (FCP-2) INTERTEK LISTED # 271413
- EXTERIOR CEMENT PLASTER. SEE DETAIL 9/A8202 FOR ADDITIONAL INFORMATION.

**MATERIAL & FINISH DESIGNATION**

NOTE: REFER TO SPECIFICATION SECTION 09 06 00 COLORS & FINISHES

- MATERIAL DESIGNATION**
- EXTERIOR CEMENT PLASTER, WITH INTEGRAL COLOR
  - FIBER CEMENT SIDING
  - FIBER CEMENT PANEL
  - PARAPET CAP
  - REVEAL
  - STOREFRONT FRAME
  - GUTTERS / DOWNSPOUTS
  - FASCIA
  - ALUMINUM WINDOW FRAME
  - EXPOSED METAL DECK
  - HOLLOW METAL DOOR AND DOOR FRAME
  - COLUMNS
  - STRUCTURAL STEEL
  - ALUMINUM FRAME RAILING
  - LOUVERS
- COLOR / FINISH DESIGNATION**
- EXTERIOR PAINT COLOR 1 (EP-1)
  - EXTERIOR PAINT COLOR 2 (EP-2)
  - EXTERIOR PAINT COLOR 3 (EP-3)
  - EXTERIOR PAINT COLOR 4 (EP-4)
  - EXTERIOR PAINT COLOR 5 (EP-5)
  - EXTERIOR PAINT COLOR 6 (EP-6)
  - PLASTER COLOR NO. 1 (PLAS-1)
  - PLASTER COLOR NO. 2 (PLAS-2)
  - PLASTER COLOR NO. 3 (PLAS-3)
  - PLASTER COLOR NO. 4 (PLAS-4)
  - FACTORY FINISH (FF-1)
  - FACTORY FINISH (FF-2)

CLIENT  
**OXNARD SCHOOL DISTRICT**

220 S. Driskill St, Oxnard, CA 93030

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ISSUES  
NO. ISSUANCE DATE

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AGENCY INFORMATION:  
AGENCY TRACKING NO. 7258-107 FILE NO. 59-22  
DIVISION OF THE STATE ARCHITECT  
OFFICE OF REGULATION SERVICES  
03-119284  
DATE: 06/05/2019

SEAL  
REGISTERED ARCHITECT  
JAMES H. ATKINS  
STATE OF CALIFORNIA  
REN. 421

PROJECT CONSULTANT  
**IBI** 315 W 9th Street, Suite 600  
Los Angeles, CA 90015  
Tel (213) 769-0011 Fax (213) 769-0016  
ibigroup.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST,  
OXNARD, CA 93030

PROJECT NO.  
109990

DRAWN BY:  
BCH

PROJECT MGR:  
Designer

SCALE:  
As Indicated

CHECKED BY:  
Checker

APPROVED BY:  
Approver

DATE:  
06/05/2019

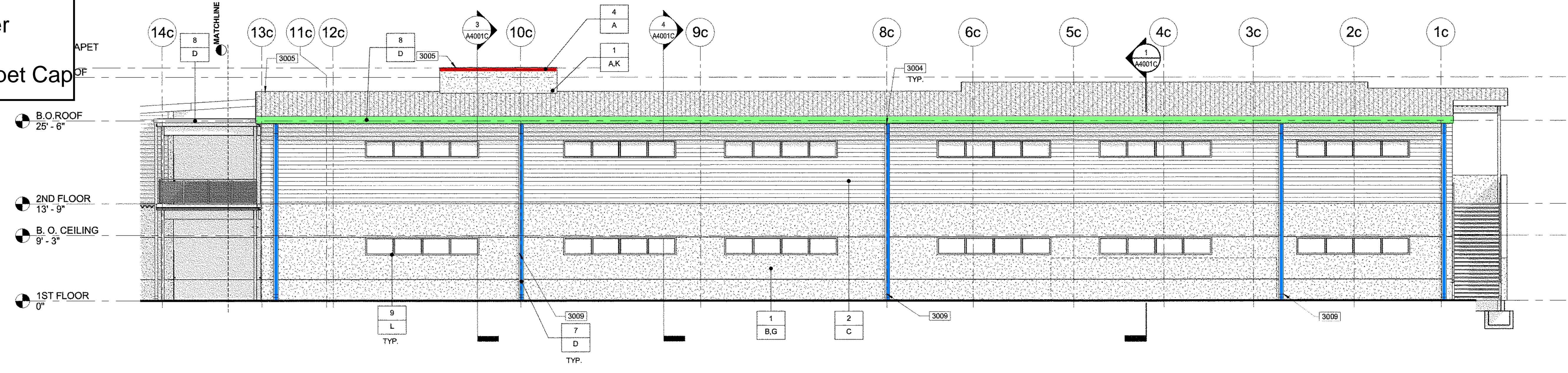
SHEET TITLE  
**BUILDING C - EXTERIOR ELEVATIONS**

SHEET NUMBER  
**A3001C**

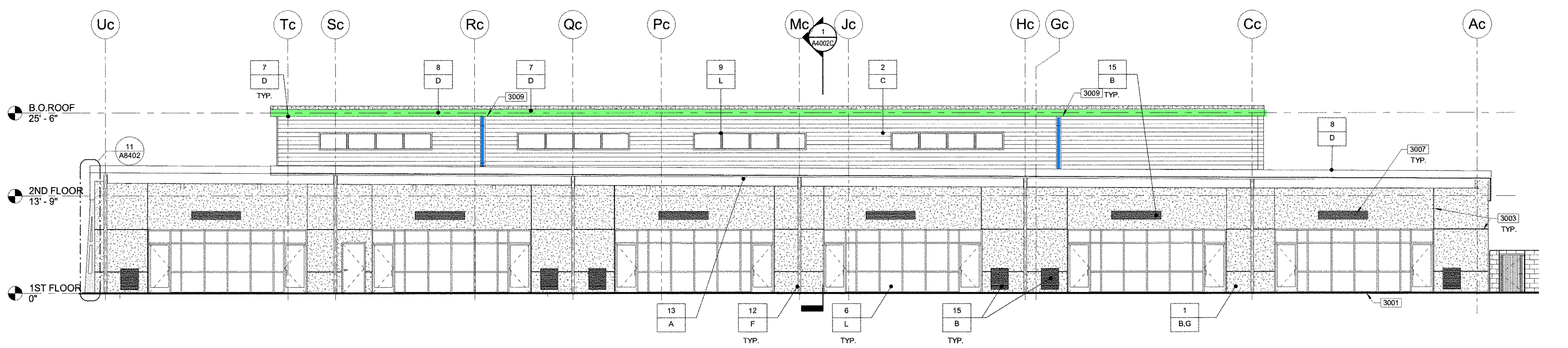
ISSUE

**Legend**

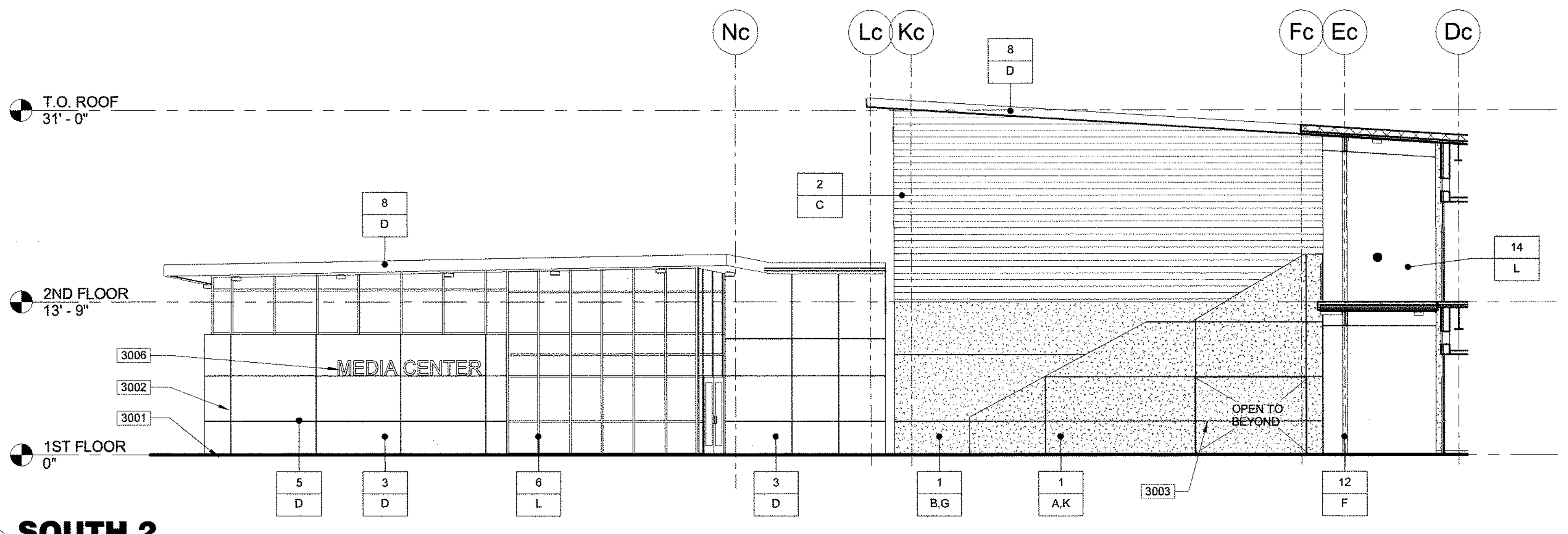
- Down Spout
- Gutter
- Parapet Cap



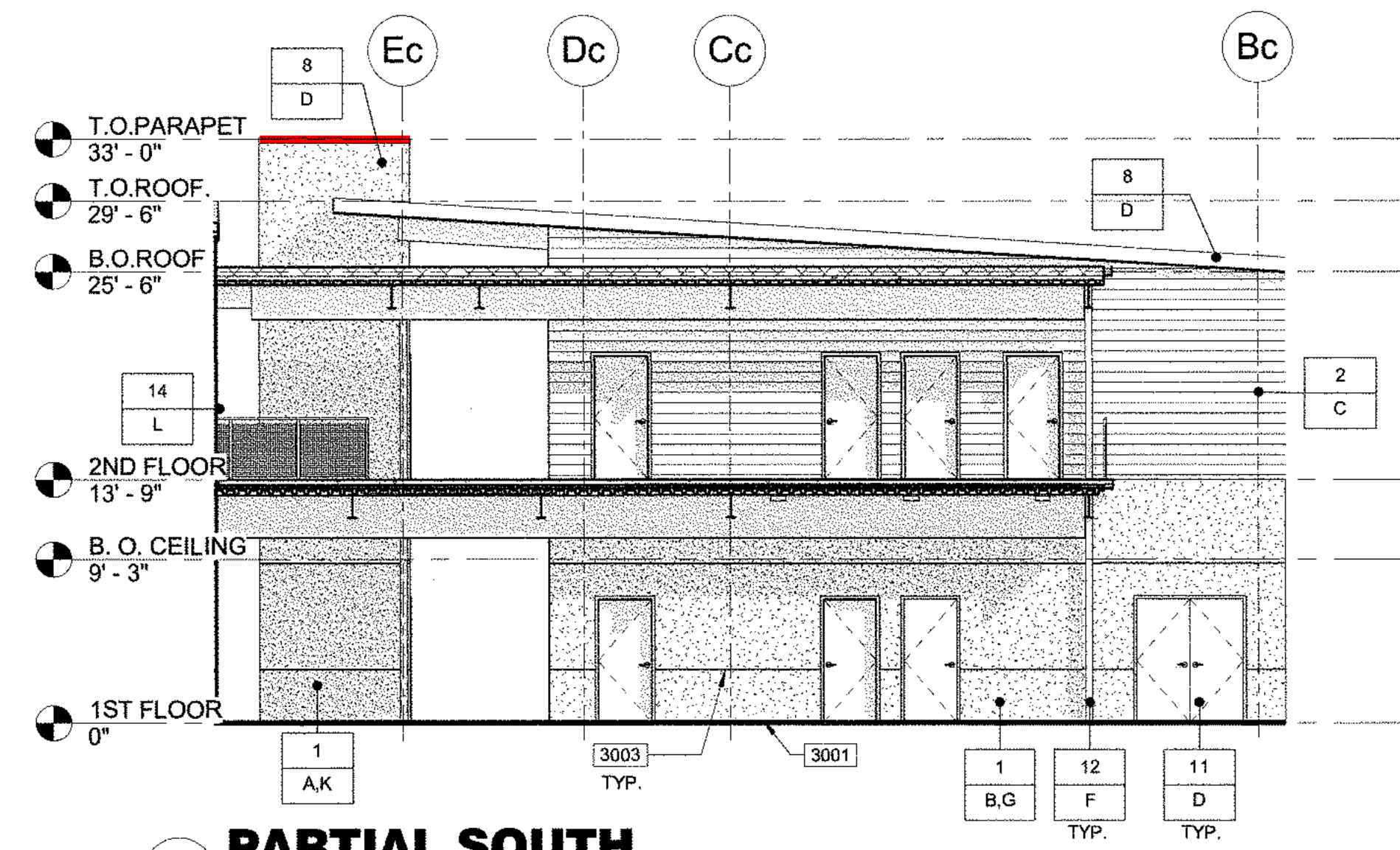
**4 PARTIAL EAST 2**



**5 SOUTH 1**



**6 SOUTH 2**



**1 PARTIAL SOUTH**

**EXTERIOR ELEVATIONS**



**3000-GENERAL NOTES**

1. ALL EXTERIOR FINISHES EXPOSED TO VIEW SHALL BE PAINTED AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
2. REFER TO OTHER DISCIPLINES FOR ADDITIONAL INFORMATION AND DEVICES NOT SHOWN.

**3000 - KEYNOTES**

- 3001 APPROXIMATE LINE OF GRADE.
- 3002 HORIZONTAL AND VERTICAL REVEAL AT FIBER CEMENT PANEL.
- 3003 HORIZONTAL AND VERTICAL PLASTER CONTROL JOINTS. SEE DETAIL 10/A8202 FOR ADDITIONAL INFORMATION.
- 3004 TUBE STEEL DOWNSPOUT TYPICAL.
- 3005 ROOFING. SEE ROOF PLANS FOR ADDITIONAL INFORMATION.
- 3006 ALUMINUM CUT LETTER SIGN.
- 3007 LOUVERS. SEE MECHANICAL DRAWINGS.
- 3009 8" x 8" TUBE STEEL DOWNSPOUT. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

**LEGEND**

- JAMES HARDIE "REVEAL" FIBER CEMENT PANEL-1 (FCP-1) INTERTEK LISTED #39761
- JAMES HARDIE "ACTIVISION-VG COVE" FIBER CEMENT SIDING-2 (FCP-2) INTERTEK LISTED #39762
- EXTERIOR CEMENT PLASTER. SEE DETAIL 9/A8202 FOR ADDITIONAL INFORMATION.

**MATERIAL & FINISH DESIGNATION**

NOTE: REFER TO SPECIFICATION SECTION 09 06 00 COLORS & FINISHES

- MATERIAL DESIGNATION
  - COLOR / FINISH DESIGNATION
- MATERIAL DESIGNATION**
1. EXTERIOR CEMENT PLASTER, WITH INTEGRAL COLOR
  2. FIBER CEMENT SIDING
  3. FIBER CEMENT PANEL
  4. PARAPET CAP
  5. REVEAL
  6. STOREFRONT FRAME
  7. GUTTERS / DOWNSPOUTS
  8. FASCIA
  9. ALUMINUM WINDOW FRAME
  10. EXPOSED METAL DECK
  11. HOLLOW METAL DOOR AND DOOR FRAME
  12. COLUMNS
  13. STRUCTURAL STEEL
  14. ALUMINUM FRAME RAILING
  15. LOUVERS
- COLOR / FINISH DESIGNATION**
- A. EXTERIOR PAINT COLOR 1 (EP-1)
  - B. EXTERIOR PAINT COLOR 2 (EP-2)
  - C. EXTERIOR PAINT COLOR 3 (EP-3)
  - D. EXTERIOR PAINT COLOR 4 (EP-4)
  - E. EXTERIOR PAINT COLOR 5 (EP-5)
  - F. EXTERIOR PAINT COLOR 6 (EP-6)
  - G. PLASTER COLOR NO. 1 (PLAS-1)
  - H. PLASTER COLOR NO. 2 (PLAS-2)
  - I. PLASTER COLOR NO. 3 (PLAS-3)
  - J. PLASTER COLOR NO. 4 (PLAS-4)
  - L. FACTORY FINISH (FF-1)
  - G. FACTORY FINISH (FF-2)

CLIENT  
**OXNARD SCHOOL DISTRICT**

220 S. Driskill St, Oxnard, CA 93030

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ISSUES	ISSUANCE	DATE
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AGENCY INFORMATION

AGENCY TRACKING NO. 7258-197	FILE NO. 59-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
DATE: 11.19.2019	

SEAL

PRIME CONSULTANT

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310 W 9th Street, Suite 900  
Los Angeles, CA 90015  
Tel: (213) 769-0211 Fax: (213) 769-0216  
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PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST.  
OXNARD, CA 93030

PROJECT NO.  
109990

DRAWN BY:  
SCH

PROJECT MGR:  
APPROVED BY:  
APPROVER


SCALE:  
As Indicated

DATE:  
06/25/2019

SHEET TITLE  
**BUILDING C - EXTERIOR ELEVATIONS**

SHEET NUMBER  
**A3002C**

ISSUE


**Legend**  
 Parapet Cap

**3000-GENERAL NOTES**

- ALL EXTERIOR FINISHES EXPOSED TO VIEW SHALL BE PAINTED AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
- REFER TO OTHER DISCIPLINES FOR ADDITIONAL INFORMATION AND DEVICES NOT SHOWN.

**3000 - KEYNOTES**

- 3003 HORIZONTAL AND VERTICAL PLASTER CONTROL JOINTS. SEE DETAIL 10/A8202 FOR ADDITIONAL INFORMATION.  
 3006 ALUMINIUM CUT LETTER SIGN.  
 3008 PAINTED WALL GRAPHICS AND SEALER.

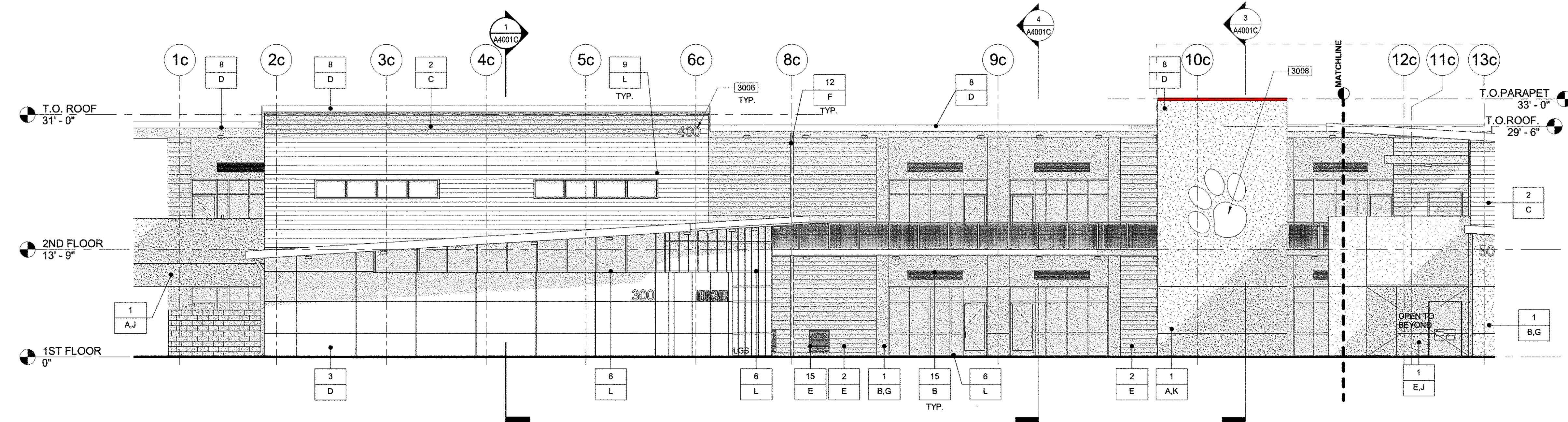
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**OXNARD SCHOOL DISTRICT**  
  
 220 S. Driskill St, Oxnard, CA 93030

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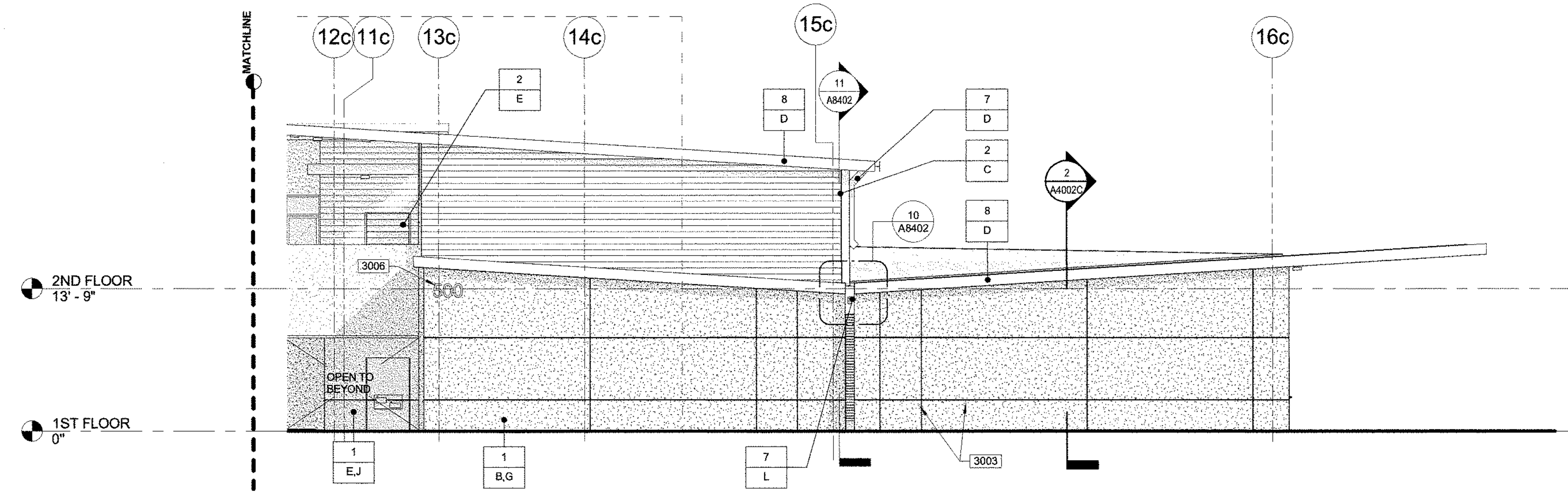
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ISSUES NO.	ISSUANCE	DATE

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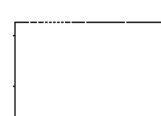

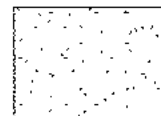
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**2 PARTIAL WEST 2**

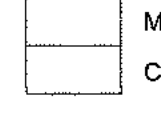
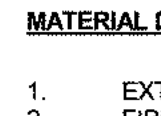
**BUILDING 300 - EXTERIOR ELEVATIONS**

**LEGEND**

-  JAMES HARVEY "REVEAL" FIBER CEMENT PANEL-1 (FCP-1) INTERTEK LISTED # 29761
-  JAMES HARVEY "ARTISIAN V-GROOVE" FIBER CEMENT SIDING-2 (FCP-2) INTERTEK LISTED # 29649.
-  EXTERIOR CEMENT PLASTER. SEE DETAIL 9/A8202 FOR ADDITIONAL INFORMATION.

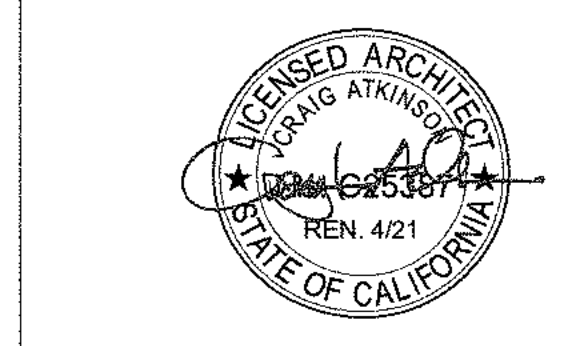
**MATERIAL & FINISH DESIGNATION**

NOTE: REFER TO SPECIFICATION SECTION 09 06 00 COLORS & FINISHES

- |   |                            |
|---|----------------------------|
|  | MATERIAL DESIGNATION       |
|  | COLOR / FINISH DESIGNATION |
- MATERIAL DESIGNATION**
- EXTERIOR CEMENT PLASTER, WITH INTEGRAL COLOR
  - FIBER CEMENT SIDING
  - FIBER CEMENT PANEL
  - PARAPET CAP
  - REVEAL
  - STOREFRONT FRAME
  - GUTTERS / DOWNSPOUTS
  - FASCIA
  - ALUMINUM WINDOW FRAME
  - EXPOSED METAL DECK
  - HOLLOW METAL DOOR AND DOOR FRAME
  - COLUMNS
  - STRUCTURAL STEEL
  - ALUMINUM FRAME RAILING
  - LOUVERS
- COLOR / FINISH DESIGNATION**
- EXTERIOR PAINT COLOR 1 (EP-1)
  - EXTERIOR PAINT COLOR 2 (EP-2)
  - EXTERIOR PAINT COLOR 3 (EP-3)
  - EXTERIOR PAINT COLOR 4 (EP-4)
  - EXTERIOR PAINT COLOR 5 (EP-5)
  - EXTERIOR PAINT COLOR 6 (EP-6)
  - PLASTER COLOR NO. 1 (PLAS-1)
  - PLASTER COLOR NO. 2 (PLAS-2)
  - PLASTER COLOR NO. 3 (PLAS-3)
  - PLASTER COLOR NO. 4 (PLAS-4)
  - FACTORY FINISH (FF-1)
  - FACTORY FINISH (FF-2)

AGENCY INFORMATION:

AGENCY TRACKING NO. 72558-107	FILE NO. 58-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
AC. 45	FLSY 10/25
DATE	MAR 19 2019



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 Tel: (213) 759-0011 Fax: (213) 759-0016  
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PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST.  
 OXNARD, CA 93030

PROJECT NO:  
109990

DRAWN BY:  
SCH

PROJECT MGR:  
Designer

SCALE:  
As Indicated

CHECKED BY:  
Checker

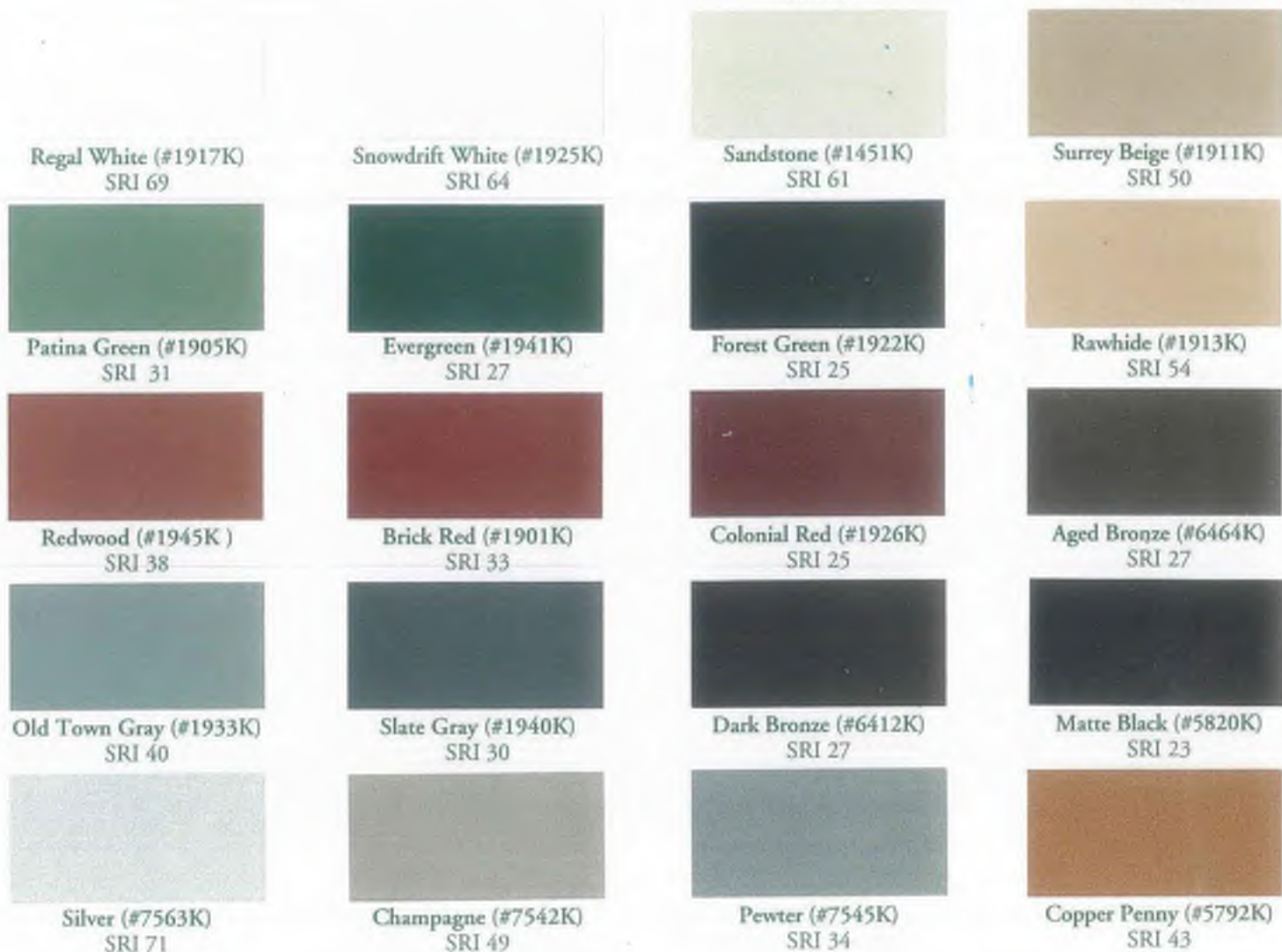
APPROVED BY:  
Approver

DATE:  
06/05/2019

SHEET TITLE  
**BUILDING C - EXTERIOR ELEVATIONS**

SHEET NUMBER  
**A3003C**

ISSUE



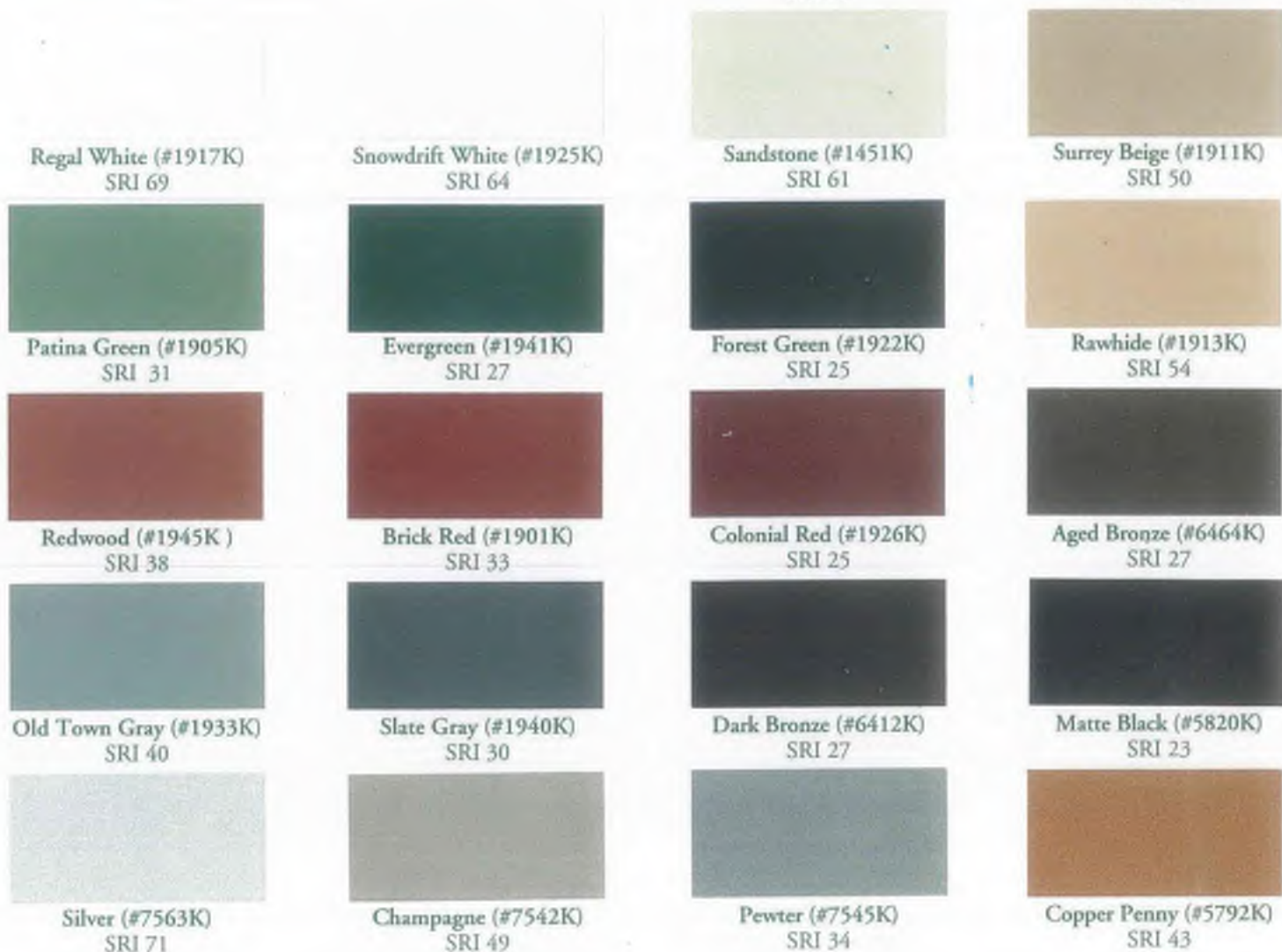
All colors are available on a wide range of gauges of zincalume (18ga-30ga) and aluminum (.014-.063). These colors are produced with Durapon 70 PVDF (minimum 70% Hylar 5000 resin) to provide superior performance and color retention. Durapon 70 is harder and more flexible than other premium PVDF coatings on the market. This coating system creates a surface that is exceptionally resistant to installation scratching, marring, and transit abrasion, and has the flexibility to handle the most demanding post-forming operations. Its Cool Roof pigments deflect UV rays to lessen the heat island effect. Durapon 70 complies with the Cool Roof Rating Council, Energy Star, and LEED 29 standards.

Prior to painting, all metal is pretreated in accordance with the paint manufacturer's recommendations. Pretreatment is applied

to allow proper adhesion of primer. Primer dry film thickness is 0.2-0.3 mil. Top coat dry film thickness is 0.7-0.8 mil. Backer consists of primer with 0.2-0.3 mil dry film thickness and top coat with 0.3-0.4 mil.

All colors carry a 30 year warranty, covering chalk, fade, crack, and peel. Color samples are close representations, but are limited by the printing process and may appear different depending on the lighting conditions. Physical samples are available upon request.

SRI (Solar Reflectance Index) is a measure of a surface's ability to stay cool in the sun by reflecting solar radiation and emitting thermal radiation.



All colors are available on a wide range of gauges of zincalume (18ga-30ga) and aluminum (.014-.063). These colors are produced with Durapon 70 PVDF (minimum 70% Hylar 5000 resin) to provide superior performance and color retention. Durapon 70 is harder and more flexible than other premium PVDF coatings on the market. This coating system creates a surface that is exceptionally resistant to installation scratching, marring, and transit abrasion, and has the flexibility to handle the most demanding post-forming operations. Its Cool Roof pigments deflect UV rays to lessen the heat island effect. Durapon 70 complies with the Cool Roof Rating Council, Energy Star, and LEED 29 standards.

Prior to painting, all metal is pretreated in accordance with the paint manufacturer's recommendations. Pretreatment is applied

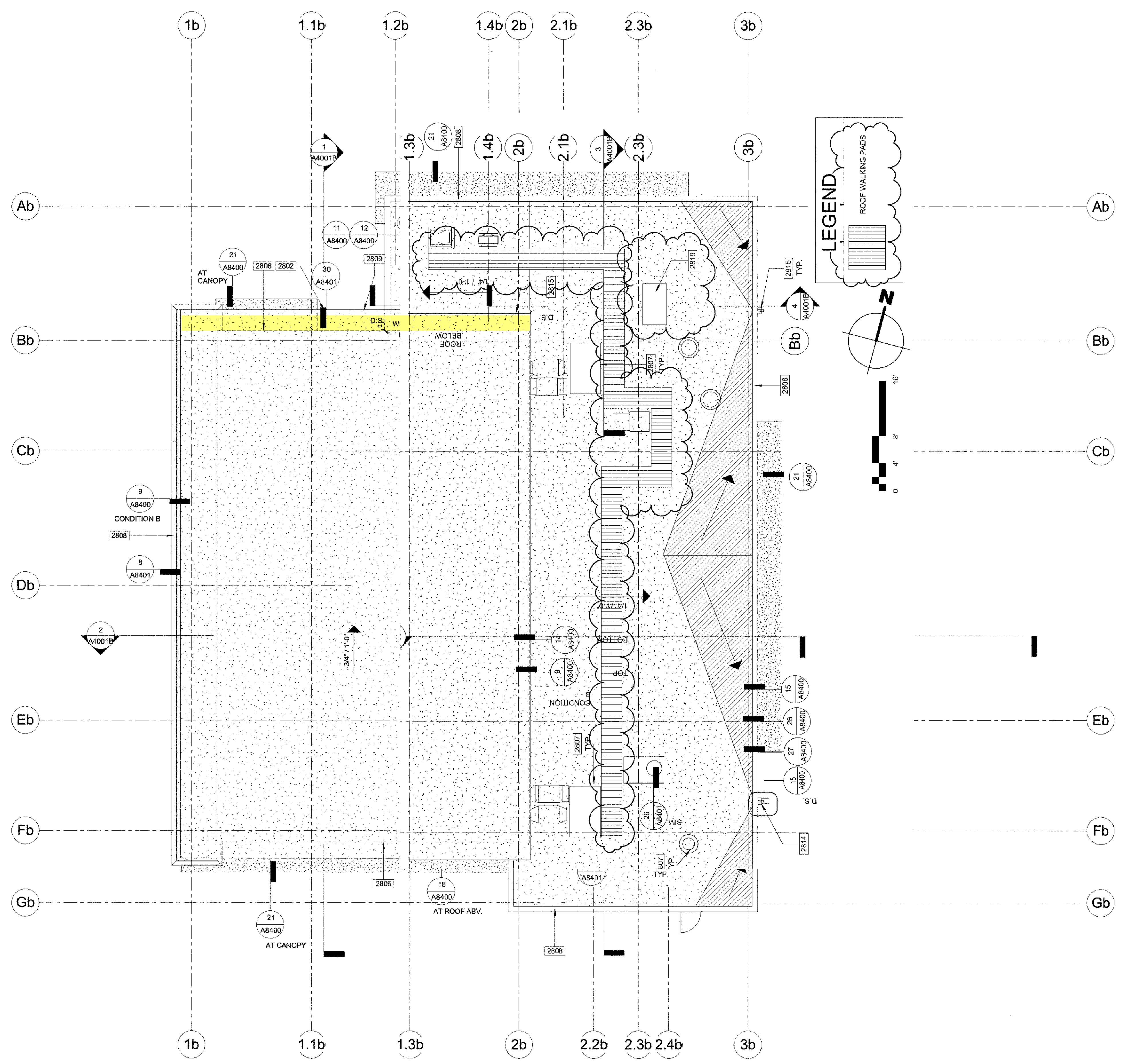
to allow proper adhesion of primer. Primer dry film thickness is 0.2-0.3 mil. Top coat dry film thickness is 0.7-0.8 mil. Backer consists of primer with 0.2-0.3 mil dry film thickness and top coat with 0.3-0.4 mil.

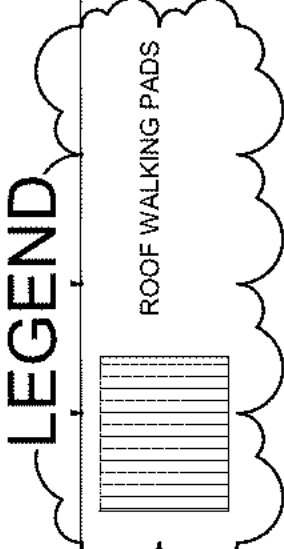
All colors carry a 30 year warranty, covering chalk, fade, crack, and peel. Color samples are close representations, but are limited by the printing process and may appear different depending on the lighting conditions. Physical samples are available upon request.

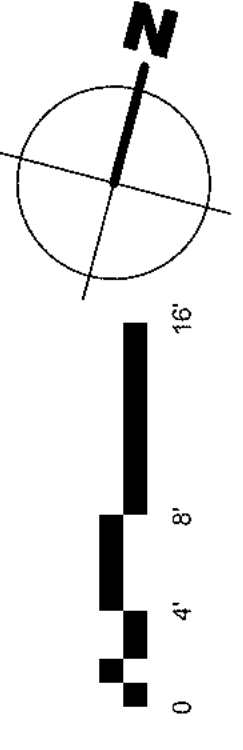
SRI (Solar Reflectance Index) is a measure of a surface's ability to stay cool in the sun by reflecting solar radiation and emitting thermal radiation.



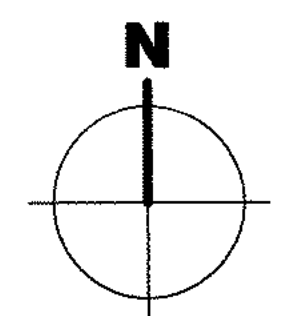
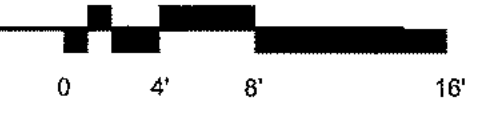
**Legend**  
 Eave Cover



**LEGEND**  
 ROOF WALKING PADS



**ROOF PLAN**


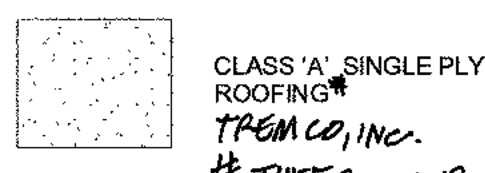
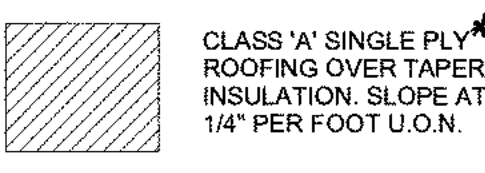
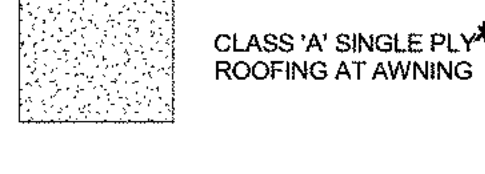



- 2800-GENERAL NOTES**
1. TOPOGRAPHIC ELEVATIONS GIVEN ON ROOF PLANS ARE RELATIVE TO ASSUMED ELEVATION OF +0'-0" AT TOP OF FIRST FLOOR SLAB.
  2. WHERE TOPOGRAPHIC ELEVATION ARE NOT GIVEN ON ROOF PLANS FOR SLOPING ROOF AREAS, REFER TO BUILDING SECTIONS FOR FRAMING HEIGHTS.
  3. REFER TO EXTERIOR ELEVATIONS FOR PLACEMENT OF EXPOSED DOWNSPOUTS.
  4. PROVIDE CRICKETS AT HIGH SIDE OF ALL ROOF MOUNTED EQUIPMENT.

**2800 - KEYNOTES**

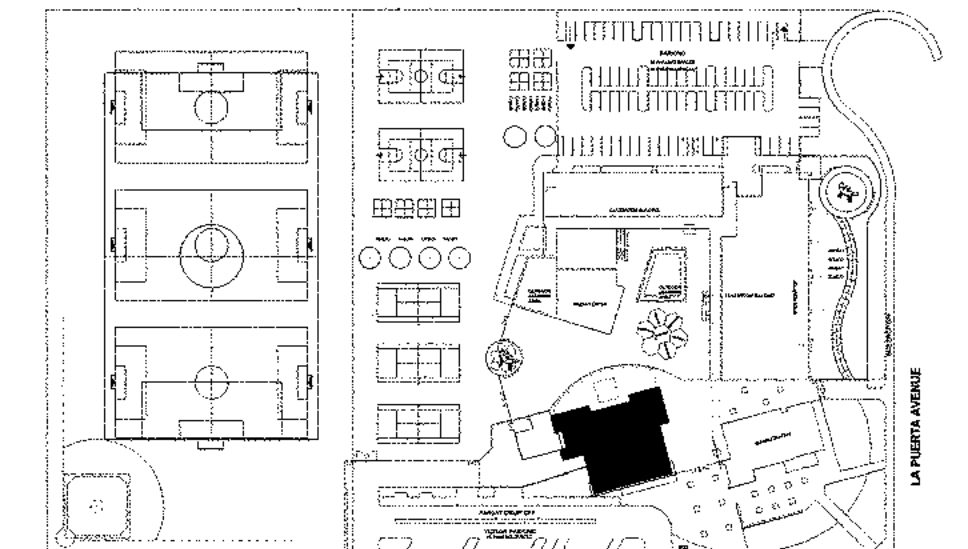
- 2802 DOWNSPOUT SEE 308/402  
 2805 LINE INDICATES BLDG. WALL BELOW.  
 2807 MECHANICAL EQUIPMENT, SEE MECHANICAL DRAWINGS.  
 2808 PARAPET CAP.  
 2809 SLOPE GUTTER @ 1/4" PER FOOT.  
 2810 24X36 ROOF HATCH.  
 2814 ROOF DRAIN, SEE PLUMBING DRAWINGS.  
 2815 SPLASH BLOCK AT DRAIN
- Add Keynote 2819 to read as follows: "REMOTE REFRIGERATION RACK, SEE MECHANICAL DRAWINGS"

**LEGEND**

XX-XX" TOP	ELEVATION VALUE AND POINT OF ELEVATION	TOP= TOP OF PARAPET TOC= TOP OF CRICKET TOI= TOP OF RIGID INSUL. S=SUMP
D.S. RWL	DOWNSPOUT RAIN WATER LEADER	
	ROOF SLOPE AS INDICATED	
	CLASS 'A' SINGLE PLY ROOFING TRENCO, INC. # T455 2a, 06, 13-R3	
	CLASS 'A' SINGLE PLY* ROOFING AT AWNING	
		CLASS 'A' SINGLE PLY* ROOFING OVER TAPERED INSULATION, SLOPE AT 1/4" PER FOOT U.O.N.

\* TRENCO CO, INC. # T455 2a, 06, 13-R3

**KEY PLAN**



CLIENT  
 OXNARD SCHOOL DISTRICT  
 220 S. Driskill St, Oxnard, CA 93030


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IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
AP. [Signature]	DATE: JUL 10 2019

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 315 W 9th Street, Suite 600  
 Los Angeles, CA 90015  
 tel (213) 769-0011 fax (213) 769-0016  
 ibigroup.com

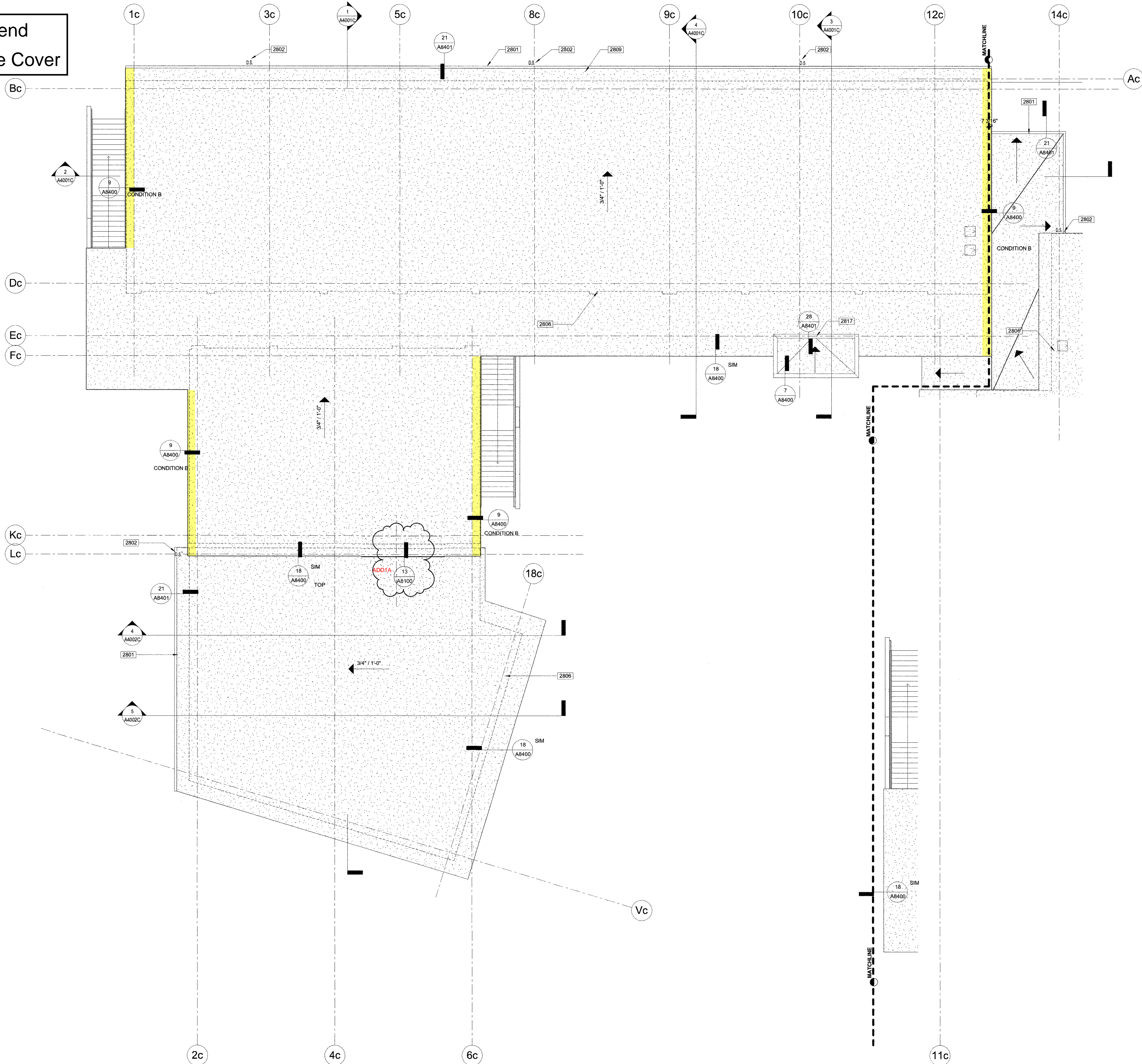
PROJECT  
 ROSE AVENUE K-5 SCHOOL  
 220 S. DRISKILL ST.  
 OXNARD, CA 93030

PROJECT NO: 109990	CHECKED BY: Checker
DRAWN BY: Author	APPROVED BY: Approver
PROJECT MGR: Designer	DATE: 05/03/2019
SCALE: As indicated	

SHEET TITLE  
 BUILDING B - ROOF PLAN

SHEET NUMBER A2810B	ISSUE
------------------------	-------

**Legend**  
 Eave Cover



**Level 3 - ROOF PLAN - NORTH**



**2800-GENERAL NOTES**

1. TOPOGRAPHIC ELEVATIONS GIVEN ON ROOF PLANS ARE RELATIVE TO ASSUMED ELEVATION OF +0'-0" AT TOP OF FIRST FLOOR SLAB.
2. WHERE TOPOGRAPHIC ELEVATION ARE NOT GIVEN ON ROOF PLANS FOR SLOPING ROOF AREAS, REFER TO BUILDING SECTIONS FOR FRAMING HEIGHTS.
3. REFER TO EXTERIOR ELEVATIONS FOR PLACEMENT OF EXPOSED DOWNSPOUTS.
4. PROVIDE CRICKETS AT HIGH SIDE OF ALL ROOF MOUNTED EQUIPMENT.

**2800 - KEYNOTES**

- 2801 METAL GUTTER.SEE 30/B402
- 2802 DOWNSPOUT.SEE 30/B402
- 2806 LINE INDICATES BLDG. WALL BELOW.
- 2809 SLOPE GUTTER @ 1/4" PER FOOT.
- 2817 SCUPPER.

CLIENT  
**OXNARD SCHOOL DISTRICT**



220 S. Driskill St, Oxnard, CA 93030

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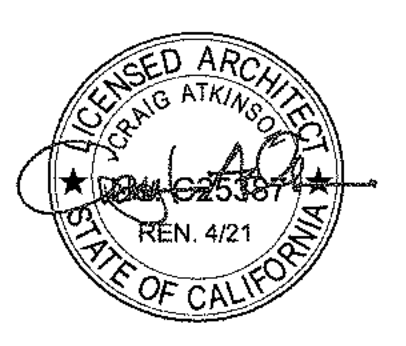
ISSUES	ISSUANCE	DATE
NO.1		

CONSULTANTS

AGENCY INFORMATION:

AGENCY TRACKING NO 72538-107	FILE NO 56-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
DATE 11 10 2019	DATE 11 10 2019

SEAL



PRIME CONSULTANT

<b>IBI</b>	315 W 9th Street, Suite 900 Los Angeles, CA 90015 Tel (213) 798-0011 Fax (213) 798-0016 ibigroup.com
------------	---



PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST.  
 OXNARD, CA 93030

PROJECT NO: 109990	CHECKED BY: Checker
DRAWN BY: SCH	APPROVED BY: Approver
PROJECT MGR: Designer	DATE: 06/05/2019
SCALE: As indicated	

SHEET TITLE  
**BUILDING C - ROOF PLAN - NORTH**

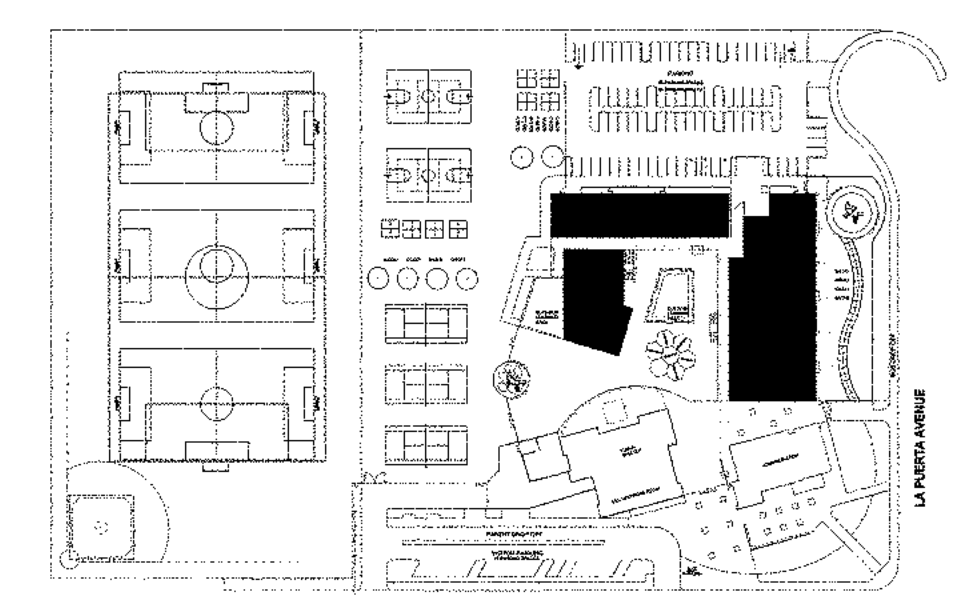
SHEET NUMBER  
**A2810C**

**LEGEND**

XX-XX' TOP	ELEVATION VALUE AND POINT OF ELEVATION	TOP= TOP OF PARAPET	TOP= TOP OF CRICKET
D.S.	DOWNSPOUT	TOP= TOP OF SHEATHING	S=SUMP
RWL	RAIN WATER LEADER		
	ROOF SLOPE AS INDICATED		
	CLASS 'A' SINGLE PLY* ROOFING		CLASS 'A' SINGLE PLY* ROOFING OVER TAPERED INSULATION SLOPE AT 1/4" PER FOOT U.O.N.
	<i>TECHCO, INC #T 45530.06.12-R3</i>		

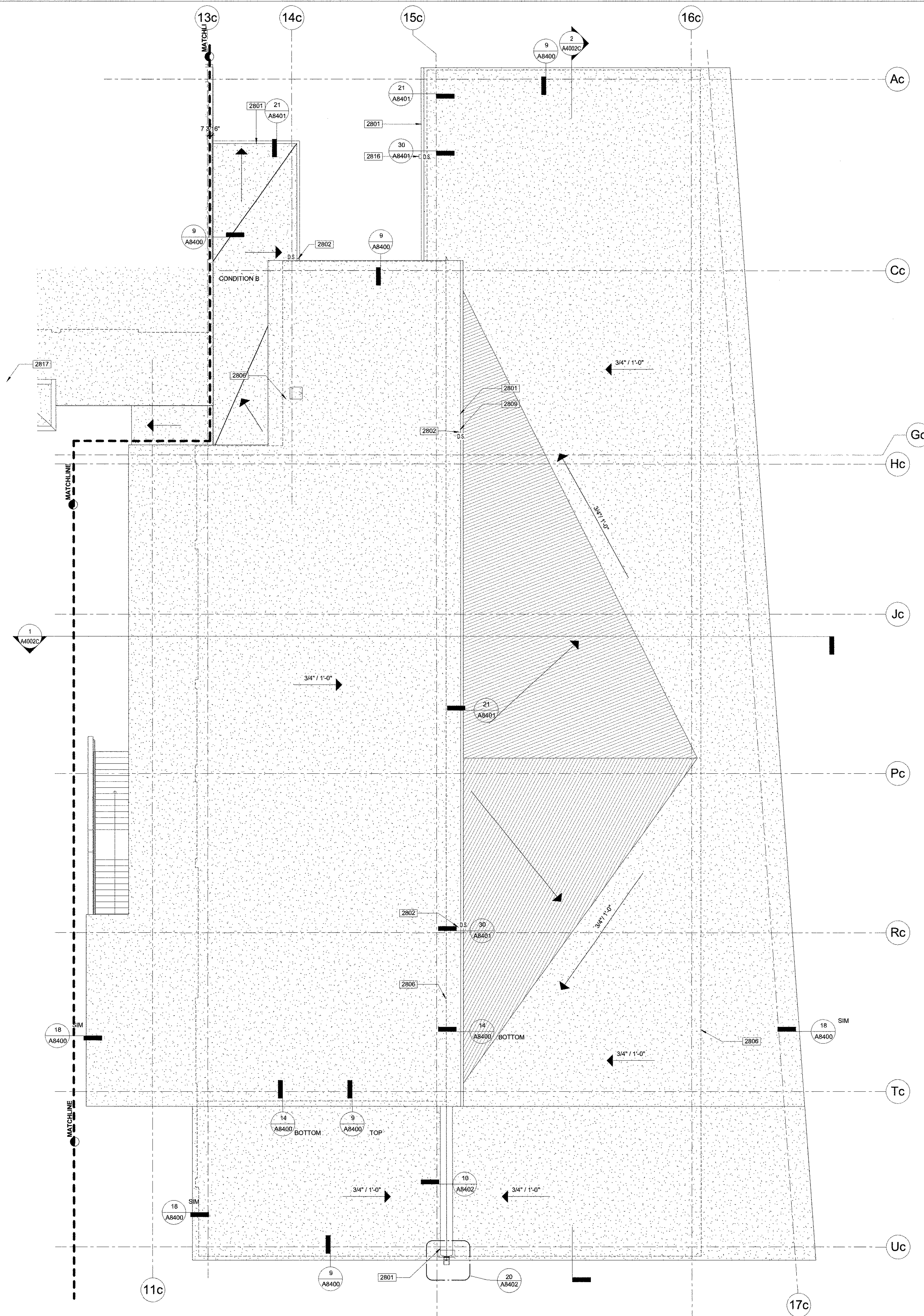
\*TECHCO, INC. # T45530-06-12-R3

**KEY PLAN**



B:\1000\109990 - Rose Avenue Elementary\109990-ROSE-SEL000-A4-1004.dwg  
 11/10/2019 10:00:00 AM  
 IBI





**Level 3 - ROOF PLAN - SOUTH**

**2800-GENERAL NOTES**

1. TOPOGRAPHIC ELEVATIONS GIVEN ON ROOF PLANS ARE RELATIVE TO ASSUMED ELEVATION OF +0'-0" AT TOP OF FIRST FLOOR SLAB.
2. WHERE TOPOGRAPHIC ELEVATION ARE NOT GIVEN ON ROOF PLANS FOR SLOPING ROOF AREAS, REFER TO BUILDING SECTIONS FOR FRAMING HEIGHTS.
3. REFER TO EXTERIOR ELEVATIONS FOR PLACEMENT OF EXPOSED DOWNSPOUTS.
4. PROVIDE CRICKETS AT HIGH SIDE OF ALL ROOF MOUNTED EQUIPMENT.

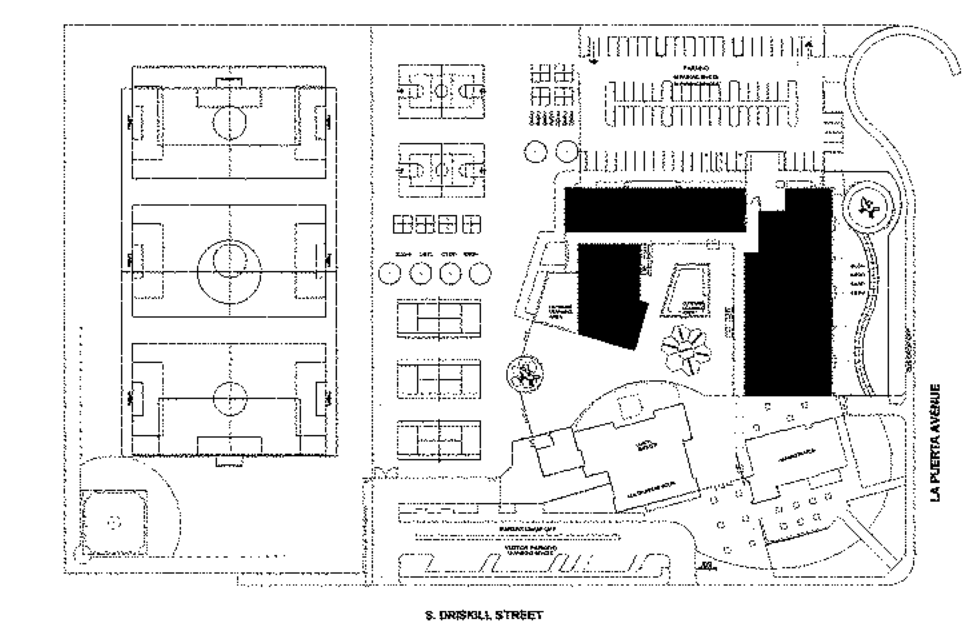
**2800 - KEYNOTES**

- 2801 METAL GUTTER SEE 30/8402
- 2802 DOWNSPOUT SEE 30/8402
- 2806 LINE INDICATES BLDG. WALL BELOW.
- 2809 SLOPE GUTTER @ 1/4" PER FOOT.
- 2816 DOWNSPOUT 6"x6" METAL GUTTER @ 1/2"x 6 1/2"
- 2817 SCUPPER.

**LEGEND**

XX-XX" TOP	ELEVATION VALUE AND POINT OF ELEVATION	TOP= TOP OF PARAPET TOC= TOP OF CRICKET TOS= TOP OF SHEATHING S=SUMP
D.S. RWL	DOWNSPOUT RAIN WATER LEADER	
→	ROOF SLOPE AS INDICATED	
[Pattern]	CLASS 'A' SINGLE PLY* ROOFING TRENCO, INC #T4530-06-13-R3	CLASS 'A' SINGLE PLY* ROOFING OVER TAPERED INSULATION SLOPE AT 1/4" PER FOOT U.O.N.

**KEY PLAN**



CLIENT  
**OXNARD SCHOOL DISTRICT**  
220 S. Driskill St, Oxnard, CA 93030

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ISSUES  
NO. | ISSUANCE | DATE

CONSULTANTS

AGENCY INFORMATION:

AGENCY TRACKING NO 7538-107	FILE NO 58-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES <b>03-119284</b> DATE: <b>FEB 10 2019</b>	

SEAL  
LICENSED ARCHITECT  
FRANK ATKINSON  
STATE OF CALIFORNIA  
NO. 62538  
EX. 4121

PRIME CONSULTANT  
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PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST.  
OXNARD, CA 93030

PROJECT NO: 109990	CHECKED BY: Checker
DRAWN BY: SCH	APPROVED BY: Approver
PROJECT MGR: Designer	DATE: 06/05/2019
SCALE: As indicated	

SHEET TITLE  
**BUILDING C - ROOF PLAN - SOUTH**

SHEET NUMBER  
**A2811C**

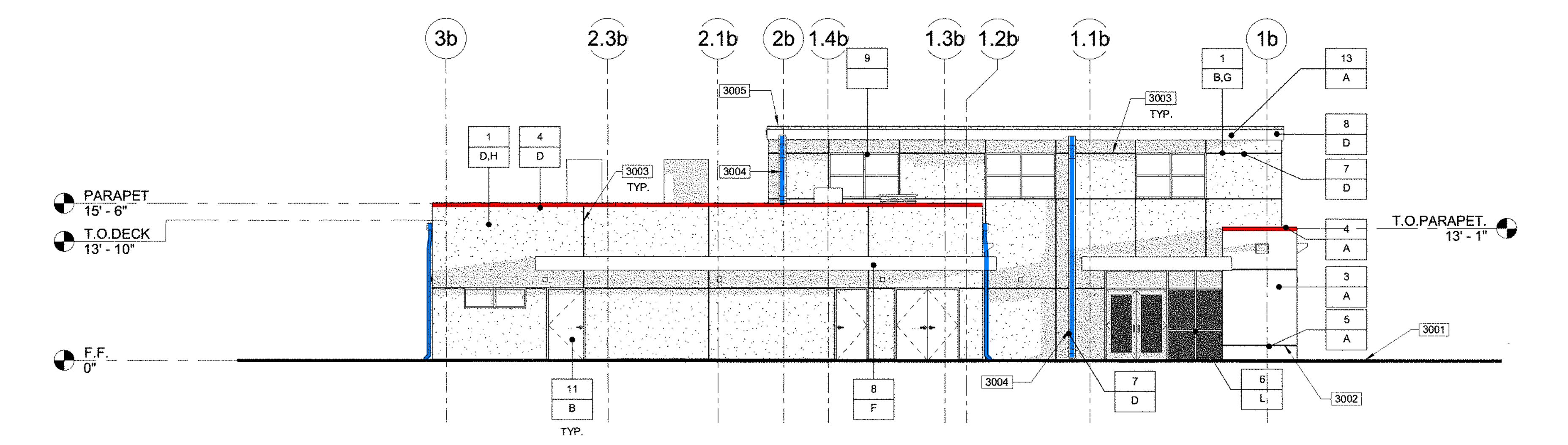
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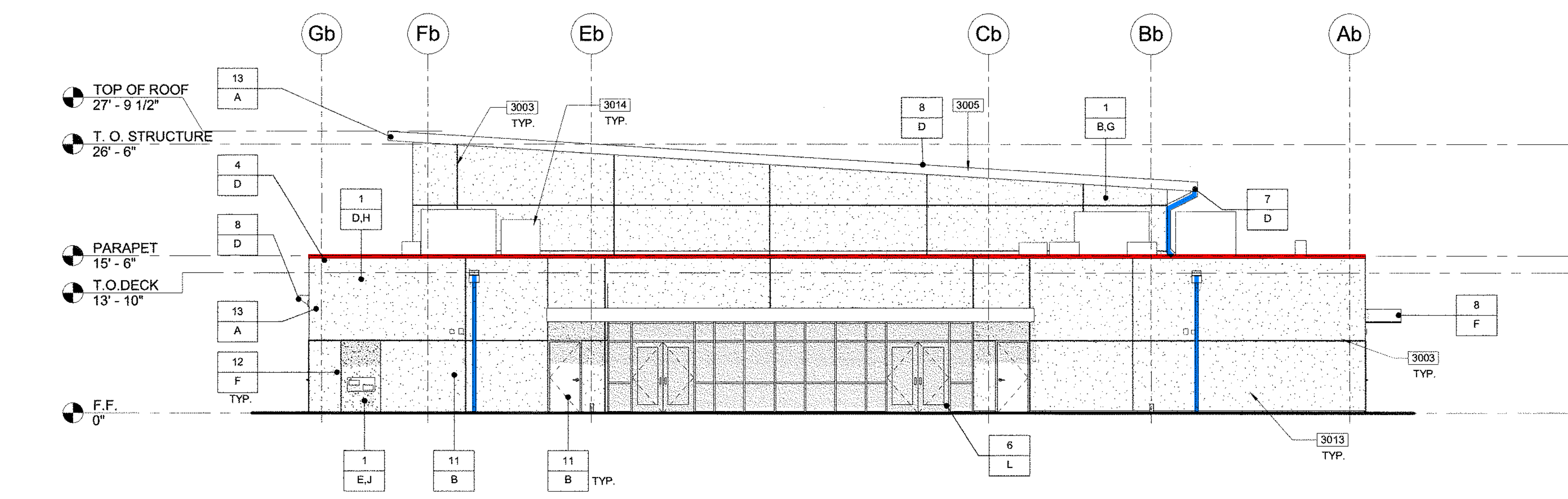


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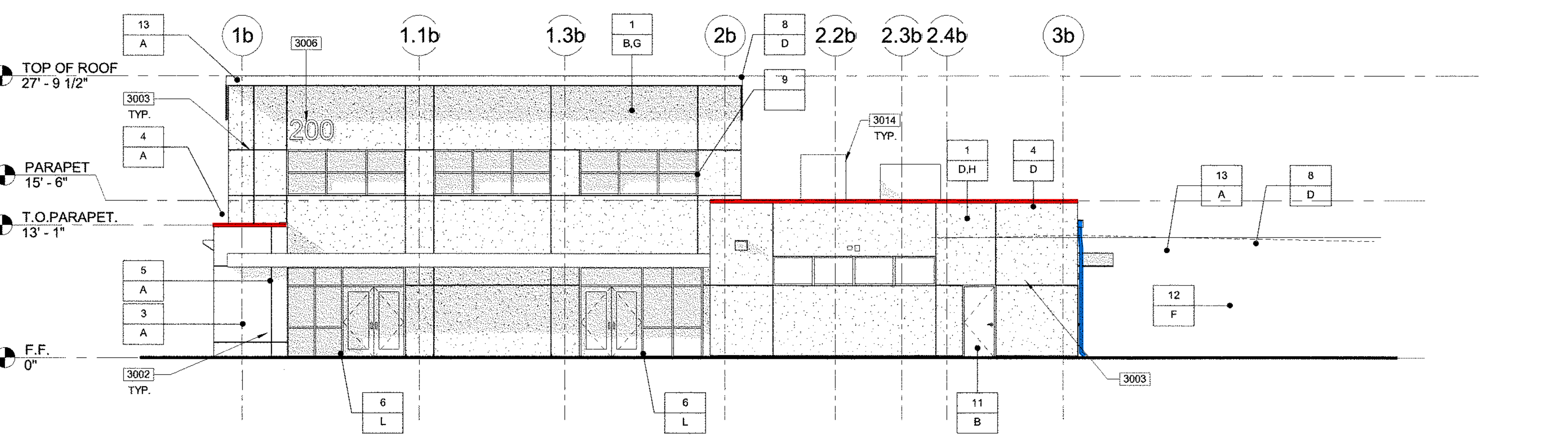
- Down Spout
- Parapet Cap



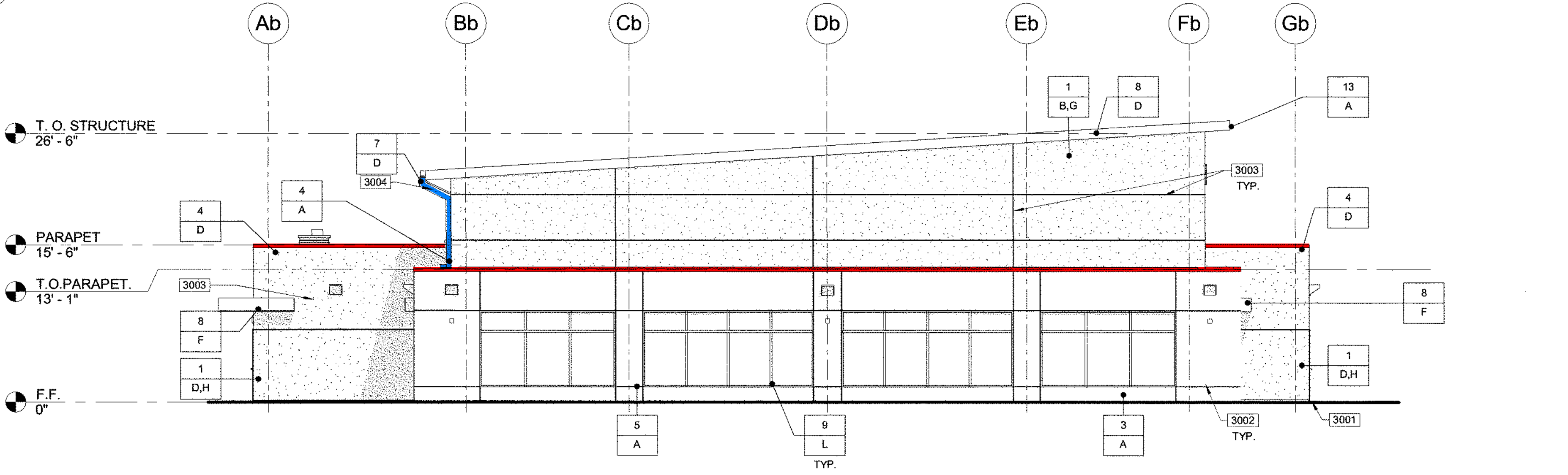
**1 NORTH ELEVATION**



**2 EAST ELEVATION**

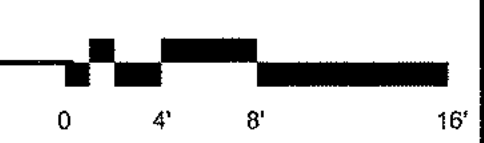


**3 SOUTH ELEVATION**



**4 WEST ELEVATION**

**EXTERIOR ELEVATIONS**



**3000-GENERAL NOTES**

1. ALL EXTERIOR FINISHES EXPOSED TO VIEW SHALL BE PAINTED AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
2. REFER TO OTHER DISCIPLINES FOR ADDITIONAL INFORMATION AND DEVICES NOT SHOWN.

**3000 - KEYNOTES**

- 3001 APPROXIMATE LINE OF GRADE.
- 3002 HORIZONTAL AND VERTICAL REVEAL AT FIBER CEMENT PANEL.
- 3003 HORIZONTAL AND VERTICAL PLASTER CONTROL JOINTS. SEE DETAIL 10/A&202 FOR ADDITIONAL INFORMATION.
- 3004 TUBE STEEL DOWNSPOUT TYPICAL.
- 3005 ROOFING. SEE ROOF PLANS FOR ADDITIONAL INFORMATION.
- 3006 ALUMINUM CUT LETTER SIGN.
- 3013 STEEL COLUMN. SEE STRUCT. DRWGS.
- 3014 MECHANICAL EQUIPMENT. SEE MECH. DRWGS.

CLIENT  
**OXNARD SCHOOL DISTRICT**  
220 S. Driskill St, Oxnard, CA 93030

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ISSUES	ISSUANCE	DATE
NO.		

CONSULTANTS

**LEGEND**

- JAMES HARDIE "REVEAL" FIBER CEMENT PANEL-1 (FCP-1) INTERTEK LISTED #89761
- JAMES HARDIE "AETESIAN Y-GROOVE" FIBER CEMENT SIDING-2 (FCP-2) INTERTEK LISTED #99649
- PLASTER
- CT CLEAR TEMPERED
- CTS CLEAR TEMPERED WITH LOW-E COATING
- LG LAMINATED GLASS
- LGS LAMINATED GLASS WITH LOW-E COATING
- TLGS TRANSLUCENT LAMINATED GLASS WITH LOW-E COATING

**MATERIAL & FINISH DESIGNATION**

NOTE: REFER TO SPECIFICATION SECTION 09 06 00 COLORS & FINISHES

- MATERIAL DESIGNATION
  - COLOR / FINISH DESIGNATION
- MATERIAL DESIGNATION**
1. EXTERIOR CEMENT PLASTER, WITH INTEGRAL COLOR
  2. FIBER CEMENT SIDING
  3. FIBER CEMENT PANEL
  4. PARAPET CAP
  5. REVEAL
  6. STOREFRONT FRAME
  7. GUTTERS / DOWNSPOUTS
  8. FASCIA
  9. ALUMINUM WINDOW FRAME
  10. EXPOSED METAL DECK
  11. HOLLOW METAL DOOR AND DOOR FRAME
  12. COLUMNS
  13. STRUCTURAL STEEL
  14. ALUMINUM FRAME RAILING
  15. LOUVERS
- COLOR / FINISH DESIGNATION**
- A. EXTERIOR PAINT COLOR 1 (EP-1)
  - B. EXTERIOR PAINT COLOR 2 (EP-2)
  - C. EXTERIOR PAINT COLOR 3 (EP-3)
  - D. EXTERIOR PAINT COLOR 4 (EP-4)
  - E. EXTERIOR PAINT COLOR 5 (EP-5)
  - F. EXTERIOR PAINT COLOR 6 (EP-6)
  - G. PLASTER COLOR NO. 1 (PLAS-1)
  - H. PLASTER COLOR NO. 2 (PLAS-2)
  - J. PLASTER COLOR NO. 3 (PLAS-3)
  - K. PLASTER COLOR NO. 4 (PLAS-4)
  - L. FACTORY FINISH (FF-1)
  - G. FACTORY FINISH (FF-2)

AGENCY INFORMATION:

AGENCY TRACKING NO. 72538-107	FILE NO. 56-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
DATE: JUL 10 2019	

SEAL

PRIME CONSULTANT

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ibi@ibi.com

PROJECT

**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST,  
OXNARD, CA 93030

PROJECT NO. 109990	CHECKED BY: Checker
DRAWN BY: Author	APPROVED BY: Approver
PROJECT MGR: Designer	DATE: 05/03/2019

SHEET TITLE

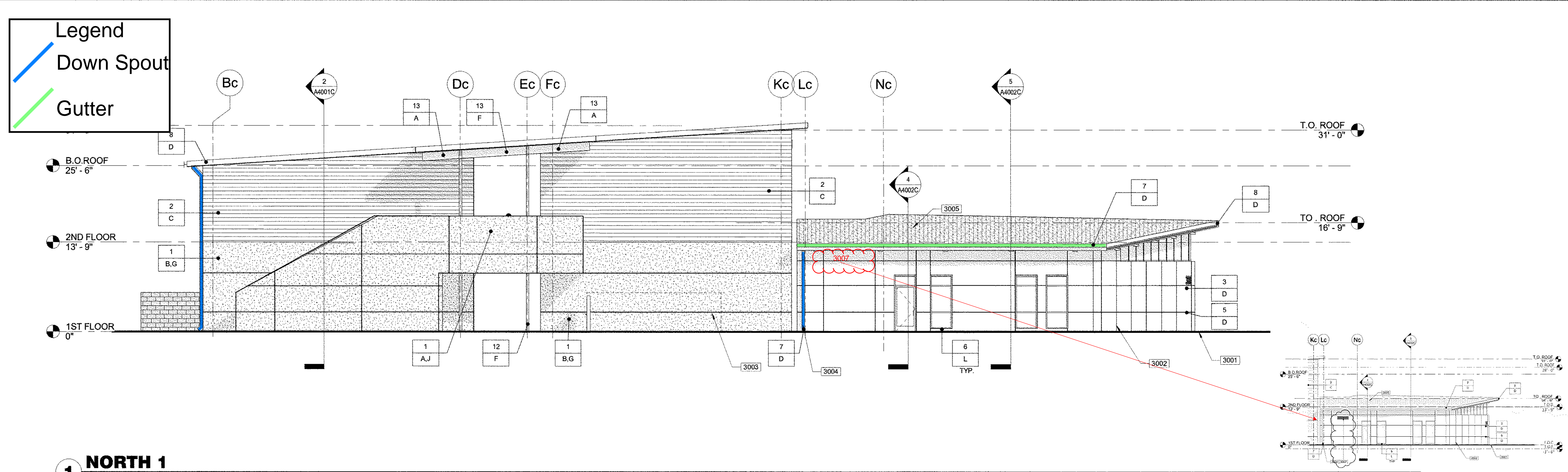
**BUILDING B - EXTERIOR ELEVATIONS**

SHEET NUMBER

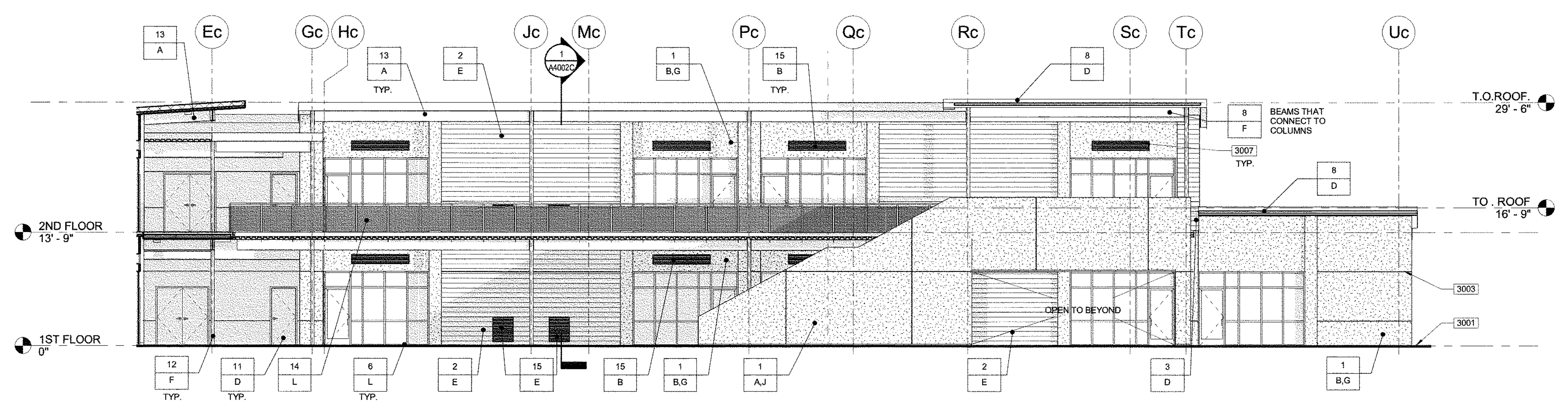
**A3001B**

ISSUE

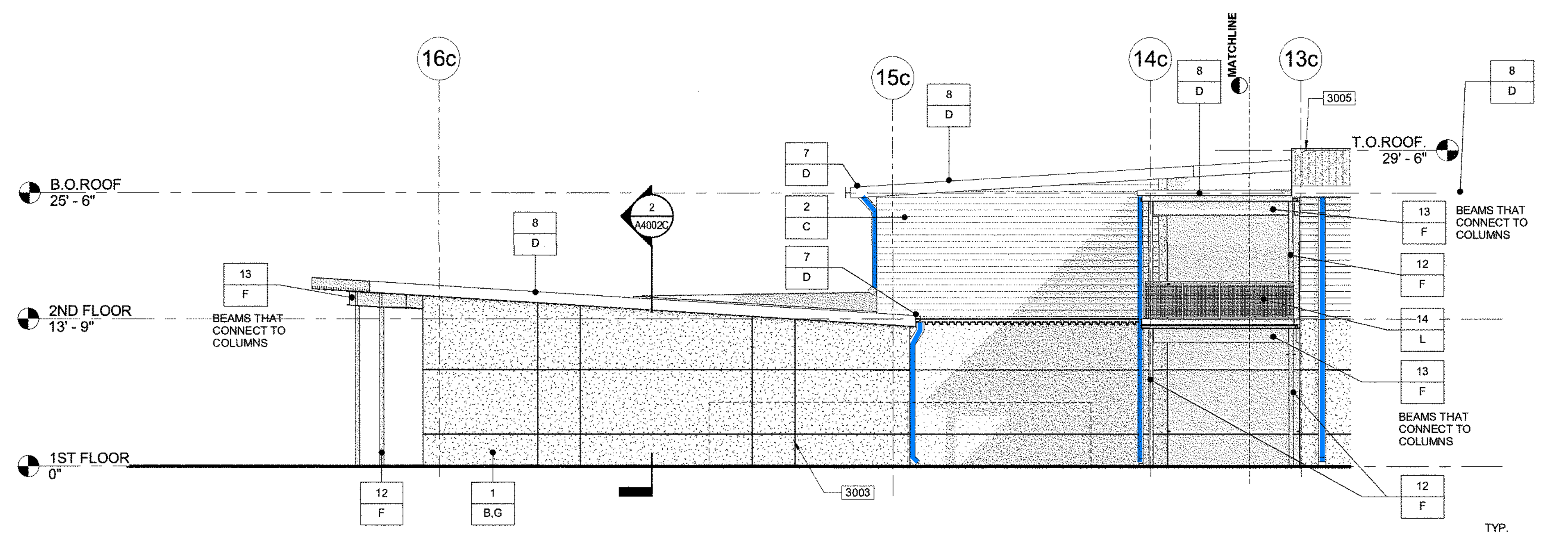
BAA 9/2017/05990 - Rose Avenue Elementary/PTV - 109990-ROSE-B-BUILDING B EXTERIOR ELEVATIONS



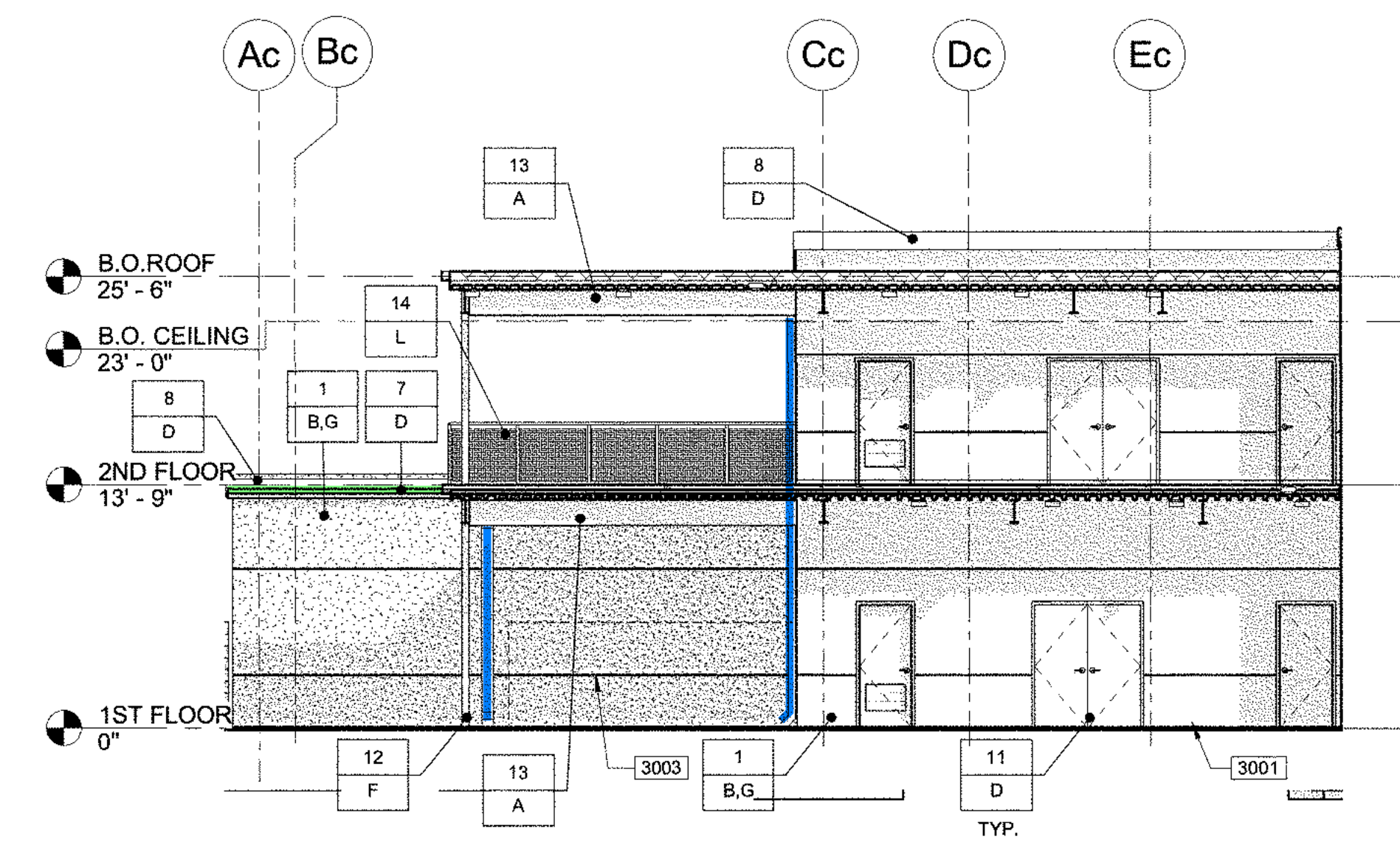
**1 NORTH 1**



**2 NORTH 2**

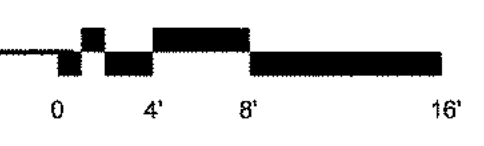


**3 PARTIAL EAST 1**



**4 PARTIAL NORTH**

**BUILDING 300 - EXTERIOR ELEVATIONS**



**3000-GENERAL NOTES**

- ALL EXTERIOR FINISHES EXPOSED TO VIEW SHALL BE PAINTED AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
- REFER TO OTHER DISCIPLINES FOR ADDITIONAL INFORMATION AND DEVICES NOT SHOWN.

**3000 - KEYNOTES**

- 3001 APPROXIMATE LINE OF GRADE.  
 3002 HORIZONTAL AND VERTICAL REVEAL AT FIBER CEMENT PANEL.  
 3003 HORIZONTAL AND VERTICAL PLASTER CONTROL JOINTS. SEE DETAIL 10/A8202 FOR ADDITIONAL INFORMATION.  
 3004 TUBE STEEL DOWNSPOUT TYPICAL.  
 3005 ROOFING, SEE ROOF PLANS FOR ADDITIONAL INFORMATION.  
 3007 LOUVERS. SEE MECHANICAL DRAWINGS.

**LEGEND**

- JAMES HARDIE "REVEAL" FIBER CEMENT PANEL-1 (FCP-1) INTERTEK LISTED
- JAMES HARDIE "ARTISAN V-GROOVE" FIBER CEMENT SIDING-2 (FCP-2) INTERTEK LISTED # 271413
- EXTERIOR CEMENT PLASTER. SEE DETAIL 9/A8202 FOR ADDITIONAL INFORMATION.

**MATERIAL & FINISH DESIGNATION**

NOTE: REFER TO SPECIFICATION SECTION 09 06 00 COLORS & FINISHES

- MATERIAL DESIGNATION**
- EXTERIOR CEMENT PLASTER, WITH INTEGRAL COLOR
  - FIBER CEMENT SIDING
  - FIBER CEMENT PANEL
  - PARAPET CAP
  - REVEAL
  - STOREFRONT FRAME
  - GUTTERS / DOWNSPOUTS
  - FASCIA
  - ALUMINUM WINDOW FRAME
  - EXPOSED METAL DECK
  - HOLLOW METAL DOOR AND DOOR FRAME
  - COLUMNS
  - STRUCTURAL STEEL
  - ALUMINUM FRAME RAILING
  - LOUVERS
- COLOR / FINISH DESIGNATION**
- A. EXTERIOR PAINT COLOR 1 (EP-1)
  - B. EXTERIOR PAINT COLOR 2 (EP-2)
  - C. EXTERIOR PAINT COLOR 3 (EP-3)
  - D. EXTERIOR PAINT COLOR 4 (EP-4)
  - E. EXTERIOR PAINT COLOR 5 (EP-5)
  - F. EXTERIOR PAINT COLOR 6 (EP-6)
  - G. PLASTER COLOR NO. 1 (PLAS-1)
  - H. PLASTER COLOR NO. 2 (PLAS-2)
  - J. PLASTER COLOR NO. 3 (PLAS-3)
  - K. PLASTER COLOR NO. 4 (PLAS-4)
  - L. FACTORY FINISH (FF-1)
  - G. FACTORY FINISH (FF-2)

CLIENT  
**OXNARD SCHOOL DISTRICT**  
 220 S. Driskill St, Oxnard, CA 93030

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ISSUES	ISSUANCE	DATE
NO.		

CONSULTANTS

AGENCY INFORMATION:

AGENCY TRACKING NO. 7258-107	FILE NO. 59-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
AC. VS. PL. 10/18	DATE: 10/23/18

SEAL

REGISTERED ARCHITECT  
 JAMES H. ATKINS  
 STATE OF CALIFORNIA  
 REN. 4/21

PRIME CONSULTANT

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PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST.,  
 OXNARD, CA 93030

PROJECT NO:  
 109990

DRAWN BY:  
 BCH

PROJECT MGR:  
 Designer

SCALE:  
 As Indicated

CHECKED BY:  
 Checker

APPROVED BY:  
 Approver

DATE:  
 06/05/2019

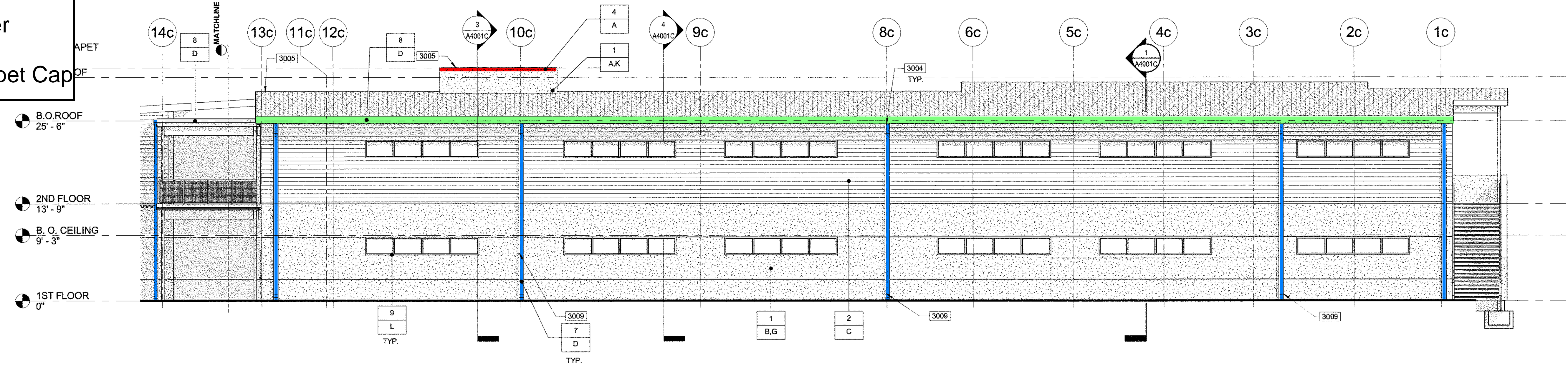
SHEET TITLE  
**BUILDING C - EXTERIOR ELEVATIONS**

SHEET NUMBER  
**A3001C**

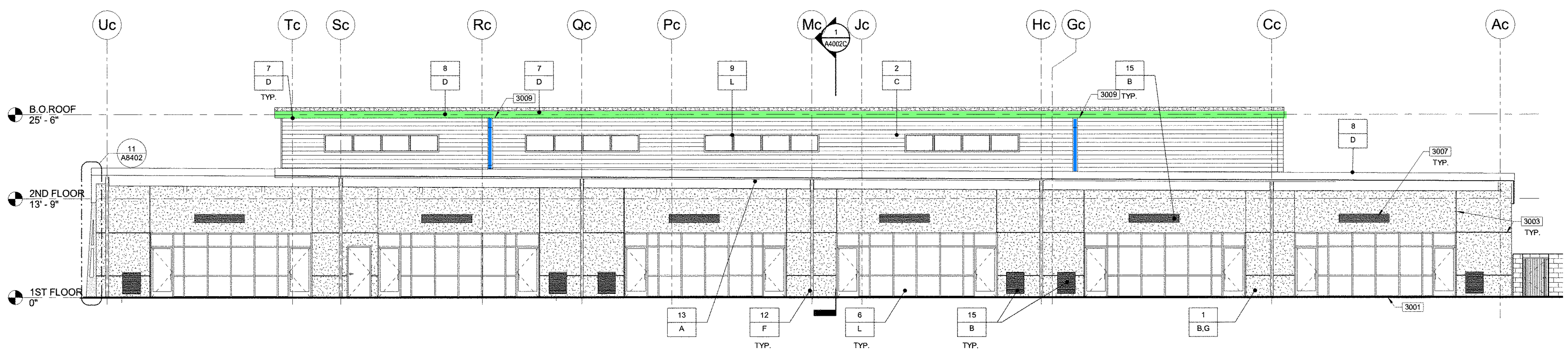
ISSUE

**Legend**

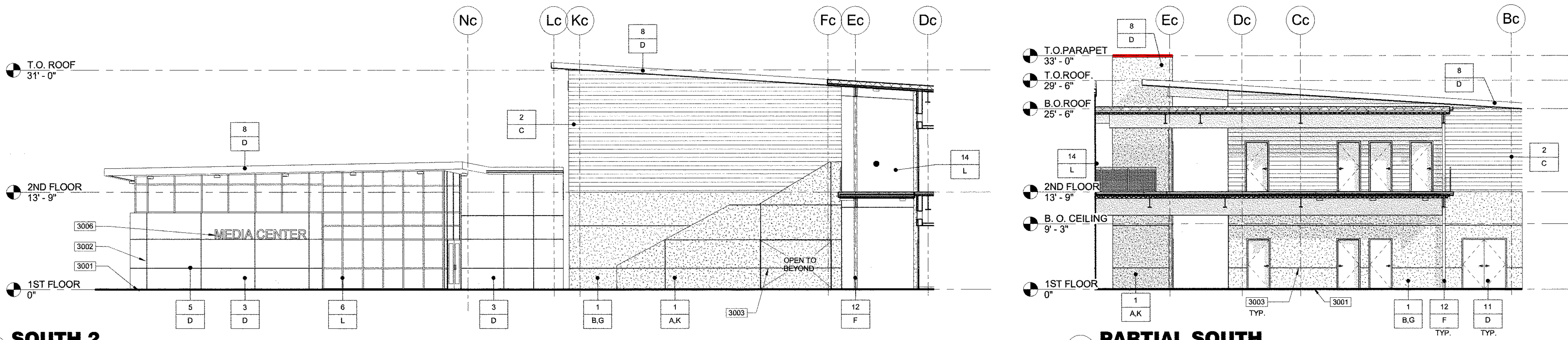
- Down Spout
- Gutter
- Parapet Cap



**4 PARTIAL EAST 2**



**5 SOUTH 1**



**1 PARTIAL SOUTH**

**6 SOUTH 2**

**EXTERIOR ELEVATIONS**



**3000-GENERAL NOTES**

- ALL EXTERIOR FINISHES EXPOSED TO VIEW SHALL BE PAINTED AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
- REFER TO OTHER DISCIPLINES FOR ADDITIONAL INFORMATION AND DEVICES NOT SHOWN.

**3000 - KEYNOTES**

- 3001 APPROXIMATE LINE OF GRADE.
- 3002 HORIZONTAL AND VERTICAL REVEAL AT FIBER CEMENT PANEL.
- 3003 HORIZONTAL AND VERTICAL PLASTER CONTROL JOINTS. SEE DETAIL 10/A8202 FOR ADDITIONAL INFORMATION.
- 3004 TUBE STEEL DOWNSPOUT TYPICAL.
- 3005 ROOFING. SEE ROOF PLANS FOR ADDITIONAL INFORMATION.
- 3006 ALUMINUM CUT LETTER SIGN.
- 3007 LOUVERS. SEE MECHANICAL DRAWINGS.
- 3009 8" x 8" TUBE STEEL DOWNSPOUT. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

**LEGEND**

- JAMES HARDIE "REVEAL" FIBER CEMENT PANEL-1 (FCP-1) INTERTEK LISTED #39761
- JAMES HARDIE "ACTIVISION-VG COVE" FIBER CEMENT SIDING-2 (FCP-2) INTERTEK LISTED #39762
- EXTERIOR CEMENT PLASTER. SEE DETAIL 9/A8202 FOR ADDITIONAL INFORMATION.

**MATERIAL & FINISH DESIGNATION**

NOTE: REFER TO SPECIFICATION SECTION 09 06 00 COLORS & FINISHES

- MATERIAL DESIGNATION
- COLOR / FINISH DESIGNATION
- MATERIAL DESIGNATION
  - EXTERIOR CEMENT PLASTER, WITH INTEGRAL COLOR
  - FIBER CEMENT SIDING
  - FIBER CEMENT PANEL
  - PARAPET CAP
  - REVEAL
  - STOREFRONT FRAME
  - GUTTERS / DOWNSPOUTS
  - FASCIA
  - ALUMINUM WINDOW FRAME
  - EXPOSED METAL DECK
  - HOLLOW METAL DOOR AND DOOR FRAME
  - COLUMNS
  - STRUCTURAL STEEL
  - ALUMINUM FRAME RAILING
  - LOUVERS
- COLOR / FINISH DESIGNATION
  - EXTERIOR PAINT COLOR 1 (EP-1)
  - EXTERIOR PAINT COLOR 2 (EP-2)
  - EXTERIOR PAINT COLOR 3 (EP-3)
  - EXTERIOR PAINT COLOR 4 (EP-4)
  - EXTERIOR PAINT COLOR 5 (EP-5)
  - EXTERIOR PAINT COLOR 6 (EP-6)
  - PLASTER COLOR NO. 1 (PLAS-1)
  - PLASTER COLOR NO. 2 (PLAS-2)
  - PLASTER COLOR NO. 3 (PLAS-3)
  - PLASTER COLOR NO. 4 (PLAS-4)
  - FACTORY FINISH (FF-1)
  - FACTORY FINISH (FF-2)

CLIENT  
**OXNARD SCHOOL DISTRICT**

220 S. Driskill St, Oxnard, CA 93030

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ISSUES  
NO. ISSUANCE DATE

CONSULTANTS

AGENCY INFORMATION

AGENCY TRACKING NO. 7258-197	FILE NO. 59-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
DATE: 11.19.2019	

SEAL

REGISTERED ARCHITECT  
JAMES H. HARRIS  
STATE OF CALIFORNIA  
REN. 421

PRIME CONSULTANT

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Tel: (213) 769-0211 Fax: (213) 769-0216  
ibigroup.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST.  
OXNARD, CA 93030

PROJECT NO.  
109990

DRAWN BY:  
SCH

CHECKED BY:  
Checker

PROJECT MGR:  
APPROVED BY:  
Approver


SCALE:  
As Indicated

DATE:  
06/25/2019

SHEET TITLE  
**BUILDING C - EXTERIOR ELEVATIONS**

SHEET NUMBER  
**A3002C**

ISSUE

**Legend**  
 Parapet Cap

**3000-GENERAL NOTES**

- ALL EXTERIOR FINISHES EXPOSED TO VIEW SHALL BE PAINTED AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
- REFER TO OTHER DISCIPLINES FOR ADDITIONAL INFORMATION AND DEVICES NOT SHOWN.

**3000 - KEYNOTES**

- 3003 HORIZONTAL AND VERTICAL PLASTER CONTROL JOINTS. SEE DETAIL 10/A8202 FOR ADDITIONAL INFORMATION.  
 3006 ALUMINIUM CUT LETTER SIGN.  
 3008 PAINTED WALL GRAPHICS AND SEALER.

CLIENT  
 OXNARD SCHOOL DISTRICT

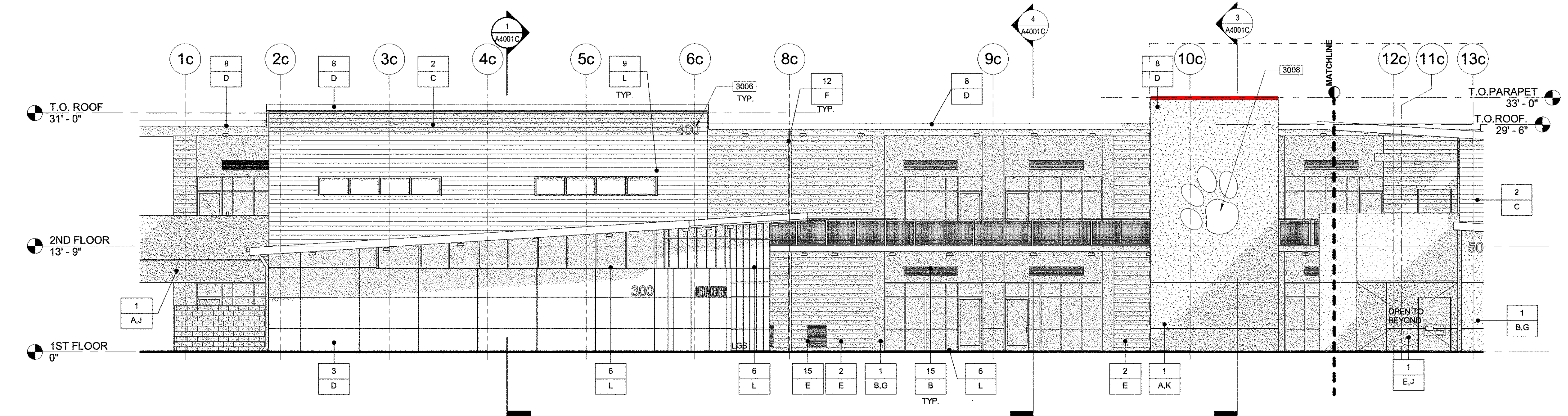


220 S. Driskill St, Oxnard, CA 93030

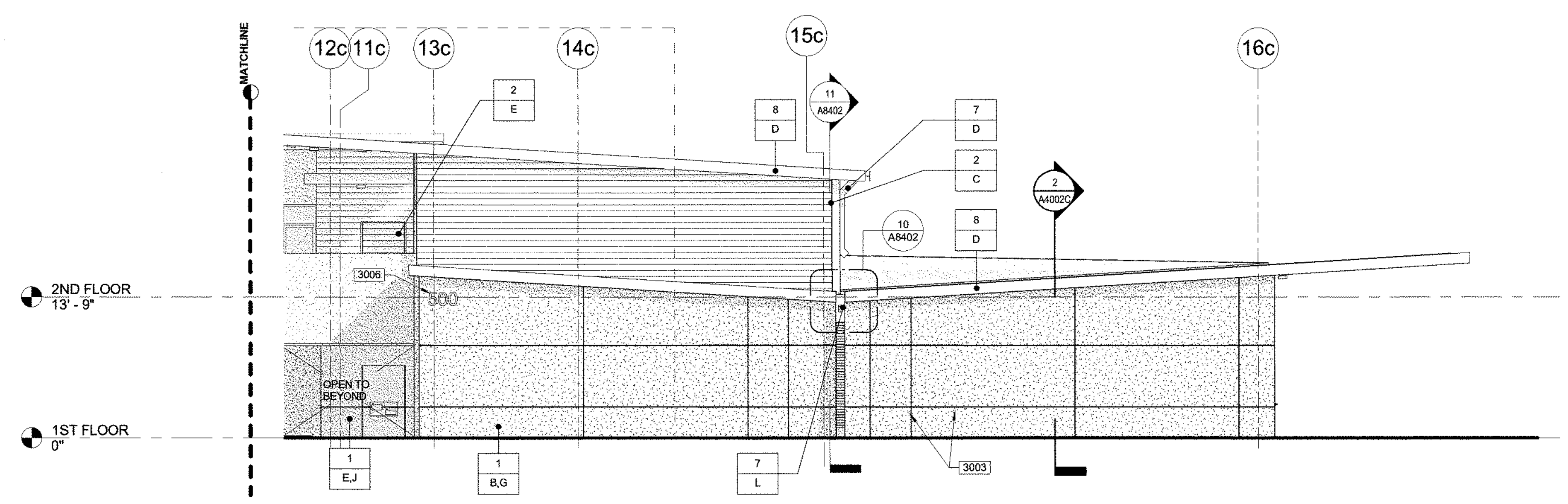
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ISSUES NO.	ISSUANCE	DATE

CONSULTANTS



**1 PARTIAL WEST 1**


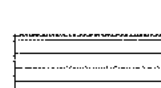
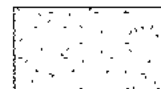


**2 PARTIAL WEST 2**

**BUILDING 300 - EXTERIOR ELEVATIONS**



**LEGEND**

-  JAMES MACPHE "REVEAL" FIBER CEMENT PANEL-1 (FCP-1) INTERTEK LISTED # 99761
-  JAMES MACPHE "ARTISIAN V-GROOVE" FIBER CEMENT SIDING-2 (FCP-2) INTERTEK LISTED # 99649.
-  EXTERIOR CEMENT PLASTER. SEE DETAIL 9/A8202 FOR ADDITIONAL INFORMATION.

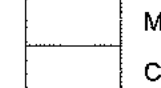

AGENCY INFORMATION:

AGENCY TRACKING NO 72558-107	FILE NO 58-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
AC. AS. FLSY 1/25/2019	DATE: MAR 19 2019



**MATERIAL & FINISH DESIGNATION**

NOTE: REFER TO SPECIFICATION SECTION 09 06 00 COLORS & FINISHES

- |   |                            |
|---|----------------------------|
|  | MATERIAL DESIGNATION       |
|  | COLOR / FINISH DESIGNATION |
- MATERIAL DESIGNATION**
- EXTERIOR CEMENT PLASTER, WITH INTEGRAL COLOR
  - FIBER CEMENT SIDING
  - FIBER CEMENT PANEL
  - PARAPET CAP
  - REVEAL
  - STOREFRONT FRAME
  - GUTTERS / DOWNSPOUTS
  - FASCIA
  - ALUMINUM WINDOW FRAME
  - EXPOSED METAL DECK
  - HOLLOW METAL DOOR AND DOOR FRAME
  - COLUMNS
  - STRUCTURAL STEEL
  - ALUMINUM FRAME RAILING
  - LOUVERS
- COLOR / FINISH DESIGNATION**
- EXTERIOR PAINT COLOR 1 (EP-1)
  - EXTERIOR PAINT COLOR 2 (EP-2)
  - EXTERIOR PAINT COLOR 3 (EP-3)
  - EXTERIOR PAINT COLOR 4 (EP-4)
  - EXTERIOR PAINT COLOR 5 (EP-5)
  - EXTERIOR PAINT COLOR 6 (EP-6)
  - PLASTER COLOR NO. 1 (PLAS-1)
  - PLASTER COLOR NO. 2 (PLAS-2)
  - PLASTER COLOR NO. 3 (PLAS-3)
  - PLASTER COLOR NO. 4 (PLAS-4)
  - FACTORY FINISH (FF-1)
  - FACTORY FINISH (FF-2)

PRIME CONSULTANT  
**IBI**  
 315 W 8th Street, Suite 600  
 Los Angeles, CA 90015  
 Tel: (213) 759-0011 Fax: (213) 759-0016  
 ibigroup.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST.  
 OXNARD, CA 93030

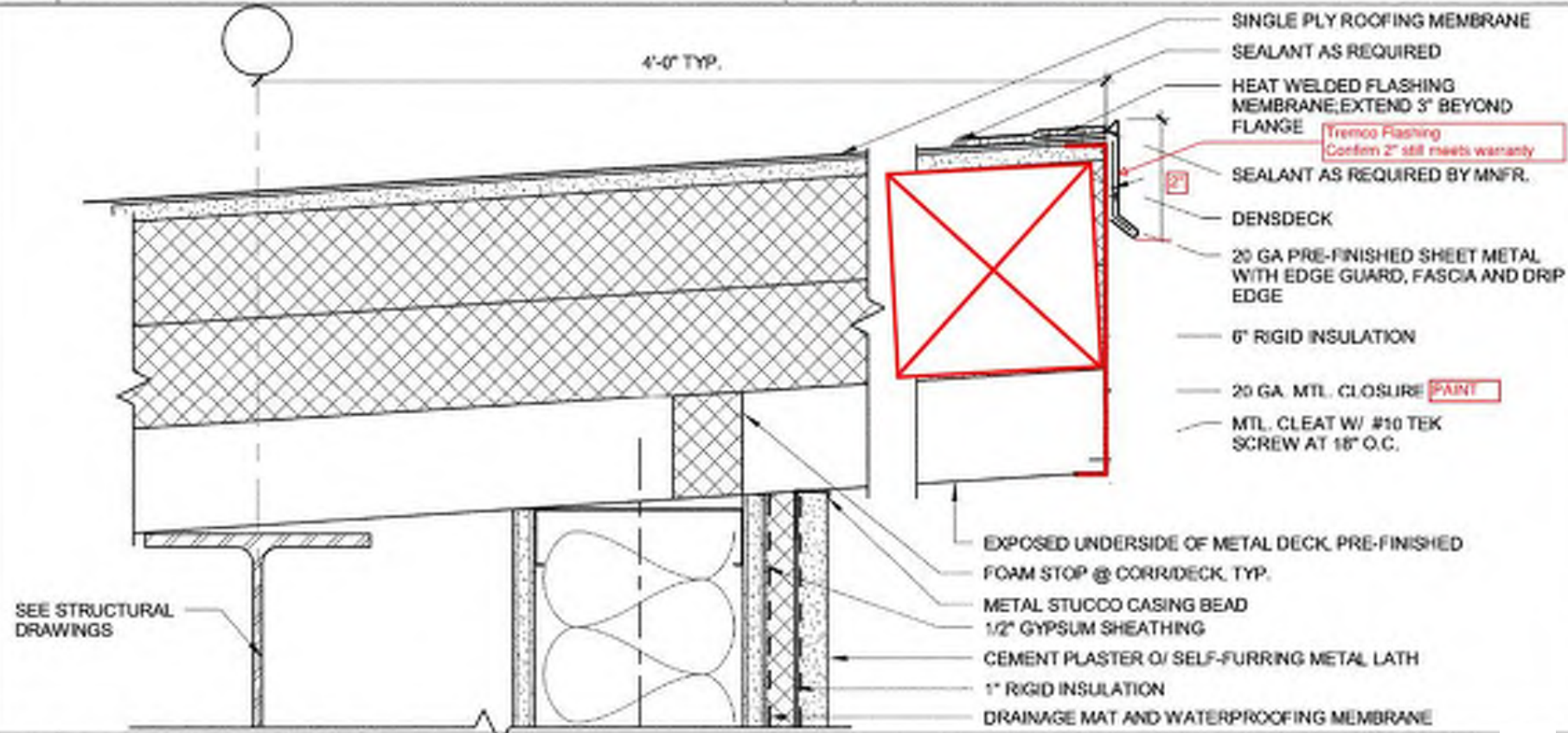
PROJECT NO:  
109990

DRAWN BY: SCH	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver
SCALE: As Indicated	DATE: 06/05/2019

SHEET TITLE  
**BUILDING C - EXTERIOR ELEVATIONS**

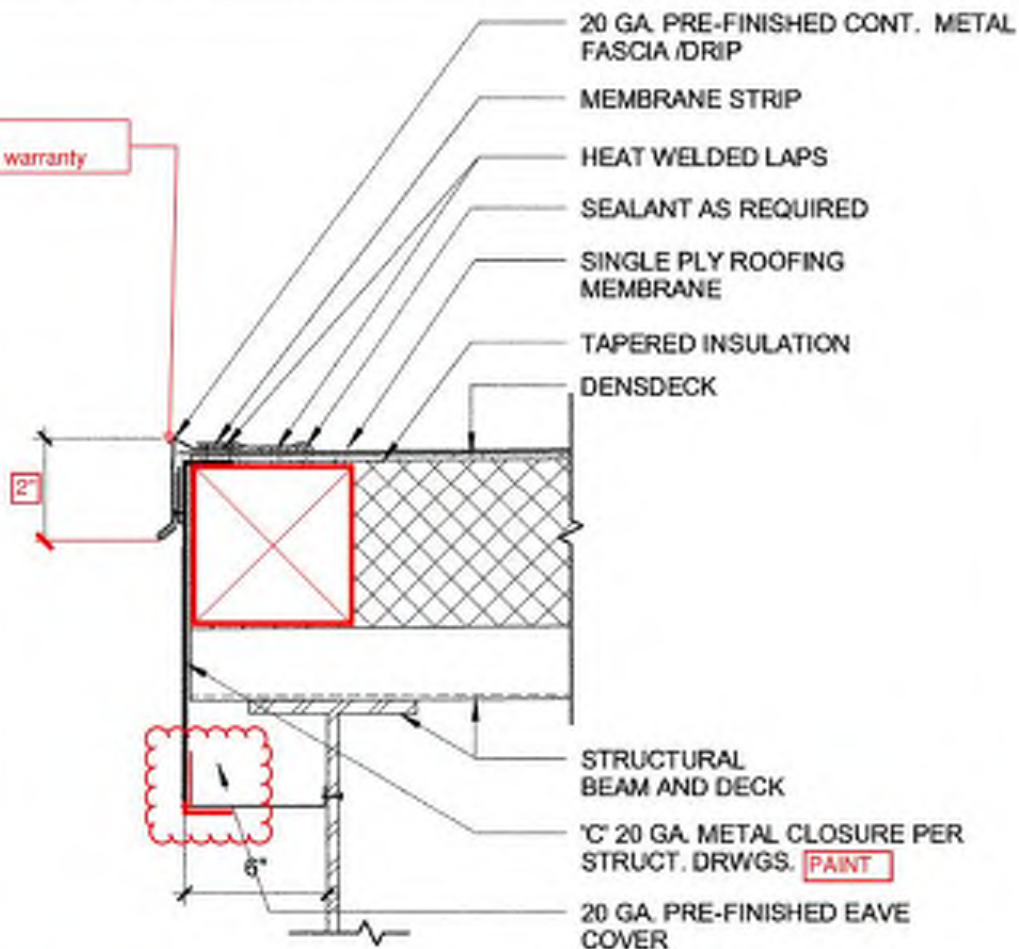
SHEET NUMBER  
**A3003C**

B:\001\109990 - Rose Avenue Elementary\109990-RoseES-BLDG03-A\11.dwg  
 1/16



## 18 ROOF EDGE

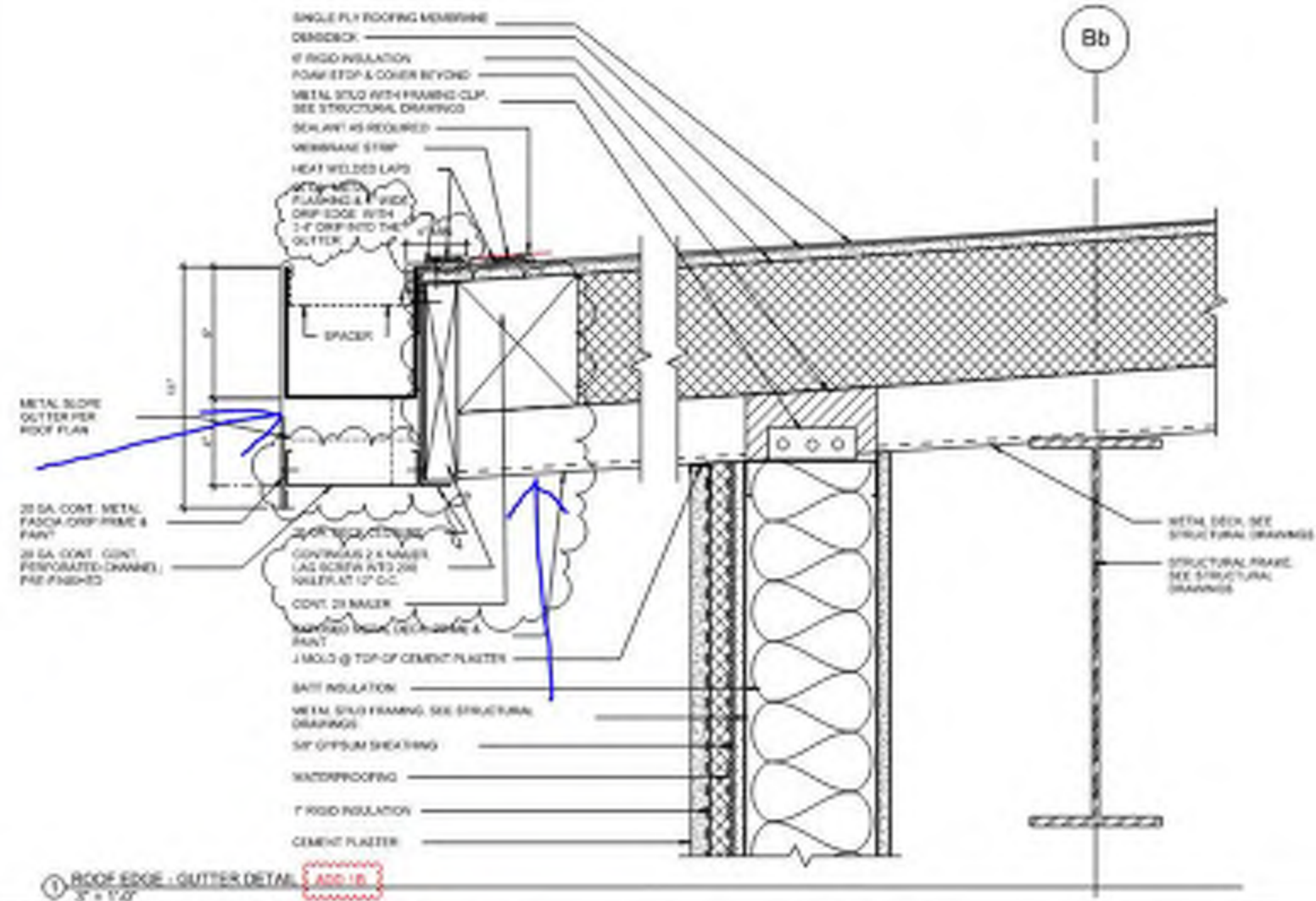
Tremco Flashing  
Confirm 2" still meets warranty



19 OPENING AT BLDG. B

1 1/2" : 5680"





Balfour Beatty Construction, LLC  
13520 Evening Creek Drive North, Suite 270  
San Diego, California 92128  
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction  
220 South Driskill Street  
Oxnard, California 93030

## Sheet Metal Flashing and Trim - Color Selection

<b>SPEC SECTION:</b>	07 62 00 - Sheet Metal Flashing and Trim	<b>SUBMITTAL MANAGER:</b>	Filbert Carbajal (Balfour Beatty)
<b>STATUS:</b>	Open	<b>DATE CREATED:</b>	12/9/2022
<b>ISSUE DATE:</b>	12/9/2022	<b>REVISION:</b>	1
<b>RESPONSIBLE CONTRACTOR:</b>	Best Contracting Services (Gardena)	<b>RECEIVED FROM:</b>	
<b>RECEIVED DATE:</b>		<b>SUBMIT BY:</b>	12/8/2021
<b>FINAL DUE DATE:</b>	12/26/2022	<b>LOCATION:</b>	
<b>SUB JOB:</b>		<b>COST CODE:</b>	
<b>APPROVERS:</b>	Linda Iversen (IBI Group), Ruben Ruiz (IBI Group)		
<b>BALL IN COURT:</b>	Filbert Carbajal (Balfour Beatty), Ivan Hurtado Vazquez (Balfour Beatty), Sophia Limon (Balfour Beatty)		
<b>DISTRIBUTION:</b>			
<b>DESCRIPTION:</b>			
<b>ATTACHMENTS:</b>			

### SUBMITTAL WORKFLOW

REVIEWER NAME	DUE DATE	RESPONSE DATE	RESPONSE	ATTACHMENTS	COMMENTS
Linda Iversen	12/26/2022		Pending		
Ruben Ruiz	12/26/2022		Pending		

Project Name  
Rose K-5

Balfour Beatty

APPROVED       REJECTED  
 REVIEWED       NOT REVIEWED

---

BY FCarbajal      DATE 12/9/2022

SUBMITTAL# 07 62 00-3.1      SPEC 07 62 00

This review is only for general conformance of the project and general compliance. Corrections or comments made on these drawings during this review do not relieve Contractor/Subcontractor from compliance with the requirements of the plans and specifications. Contractor is responsible for all dimensions and fabrication to be confirmed and correlated at the job site

### Reviewed

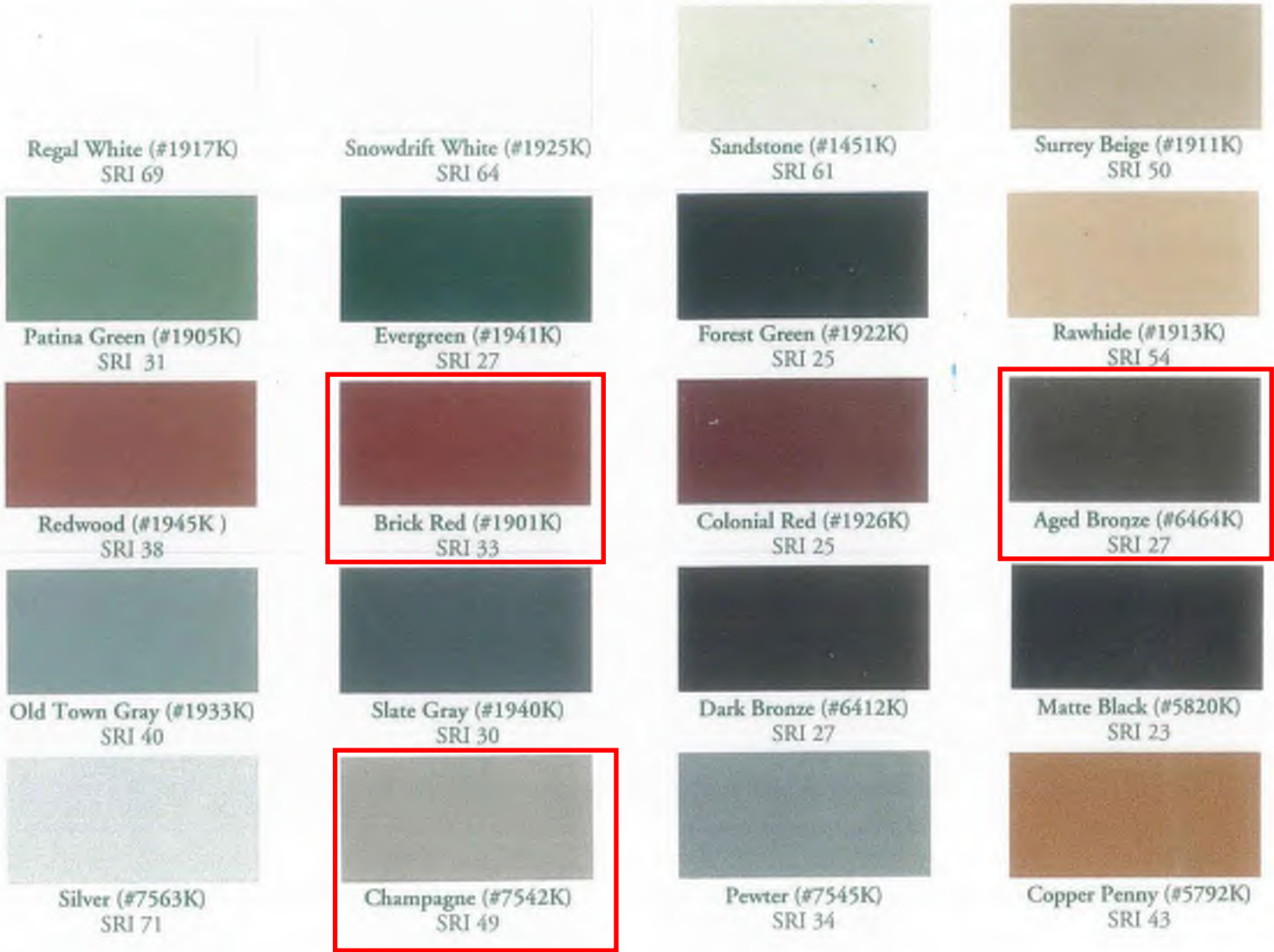
Submittal has been reviewed in accordance with Contract Documents.

No Exceptions Taken  
 Make Corrections Noted  
 Revise and Resubmit  
 Rejected

IBI Group Architecture Planning  
date: 02/16/2023 by: Ruben R. \_\_\_\_\_

See remarks attached.  
- Please confirm underside Perforated Metal panels can be painted.

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_



All colors are available on a wide range of gauges of zincalume (18ga-30ga) and aluminum (.014-.063). These colors are produced with Durapon 70 PVDF (minimum 70% Hylar 5000 resin) to provide superior performance and color retention. Durapon 70 is harder and more flexible than other premium PVDF coatings on the market. This coating system creates a surface that is exceptionally resistant to installation scratching, marring, and transit abrasion, and has the flexibility to handle the most demanding post-forming operations. Its Cool Roof pigments deflect UV rays to lessen the heat island effect. Durapon 70 complies with the Cool Roof Rating Council, Energy Star, and LEED 29 standards.

Prior to painting, all metal is pretreated in accordance with the paint manufacturer's recommendations. Pretreatment is applied

to allow proper adhesion of primer. Primer dry film thickness is 0.2-0.3 mil. Top coat dry film thickness is 0.7-0.8 mil. Backer consists of primer with 0.2-0.3 mil dry film thickness and top coat with 0.3-0.4 mil.

All colors carry a 30 year warranty, covering chalk, fade, crack, and peel. Color samples are close representations, but are limited by the printing process and may appear different depending on the lighting conditions. Physical samples are available upon request.

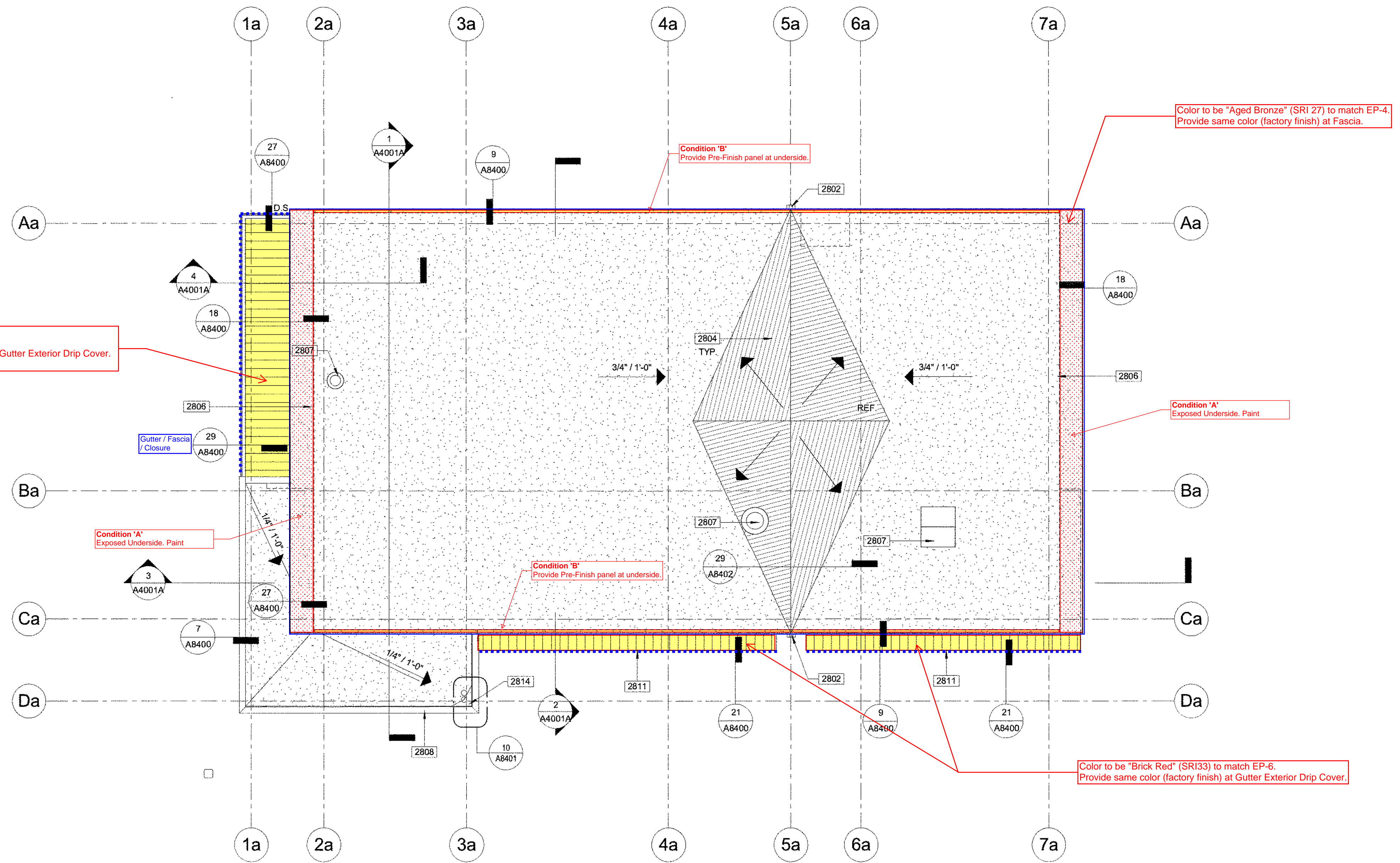
SRI (Solar Reflectance Index) is a measure of a surface's ability to stay cool in the sun by reflecting solar radiation and emitting thermal radiation.

**Legend**

 Eave Cover

 Roof Fascia

 Gutter Condition



**2800-GENERAL NOTES**

1. TOPOGRAPHIC ELEVATIONS GIVEN ON ROOF PLANS ARE RELATIVE TO ASSUMED ELEVATION OF +0'-0" AT TOP OF FIRST FLOOR SLAB.
2. WHERE TOPOGRAPHIC ELEVATION ARE NOT GIVEN ON ROOF PLANS FOR SLOPING ROOF AREAS, REFER TO BUILDING SECTIONS FOR FRAMING HEIGHTS.
3. REFER TO EXTERIOR ELEVATIONS FOR PLACEMENT OF EXPOSED DOWNSPOUTS.
4. PROVIDE CRICKETS AT HIGH SIDE OF ALL ROOF MOUNTED EQUIPMENT.

**2800 - KEYNOTES**

- 2802 DOWNSPOUT SEE 30/8402
- 2804 VALLEY.
- 2806 LINE INDICATES BLDG. WALL BELOW.
- 2807 MECHANICAL EQUIPMENT, SEE MECHANICAL DRAWINGS.
- 2808 PARAPET CAP.
- 2811 AWNING.
- 2814 ROOF DRAIN. SEE PLUMBING DRAWINGS.

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**OXNARD SCHOOL DISTRICT**

220 S. Driskill St, Oxnard, CA 93030

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ISSUES NO.	ISSUANCE	DATE

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AGENCY TRACKING NO	FILE NO
72538-107	56-22

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OFFICE OF REGULATION SERVICES

03-119284

DATE: 1 JUL 10 2018

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REN. 4121

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<b>IBI</b>

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Los Angeles, CA 90015  
Tel (213) 789-0911 Fax (213) 789-0016  
ibigroup.com

PROJECT
<b>ROSE AVENUE K-5 SCHOOL</b> 220 S. DRISKILL ST. OXNARD, CA 93030

PROJECT NO:	DRAWN BY:	CHECKED BY:
109990	Author	Checker
	PROJECT MGR:	APPROVED BY:
	Designer	Approver
	SCALE:	DATE:
	As indicated	06/05/2019
SHEET TITLE		
<b>BUILDING A - ROOF PLAN</b>		
SHEET NUMBER	ISSUE	
<b>A2810A</b>		

**LEGEND**

XX-XX TOP ELEVATION VALUE AND POINT OF ELEVATION

D.S. DOWNSPOUT RAIN WATER LEADER

ROOF SLOPE AS INDICATED

CLASS 'A' SINGLE PLY ROOFING\*  
TREMO, INC  
#T15930-06-13-K3

CLASS 'A' SINGLE PLY ROOFING OVER TAPERED INSULATION. SLOPE AT 1/4" PER FOOT U.O.N.

CLASS 'A' SINGLE PLY ROOFING AT AWNING

TOP= TOP OF PARAPET  
TOC= TOP OF CRICKET  
TOS= TOP OF SHEATHING  
S+SUMP


TEHCO, INC # T45530-06-13-K3  
NOTE: ROOF ASSEMBLIES 18/A8400 AND 20/A8400


**KEY PLAN**


The key plan shows the overall site layout with various buildings and parking areas. Building A is highlighted in a darker shade to show its location relative to the rest of the school campus. A north arrow is also present.

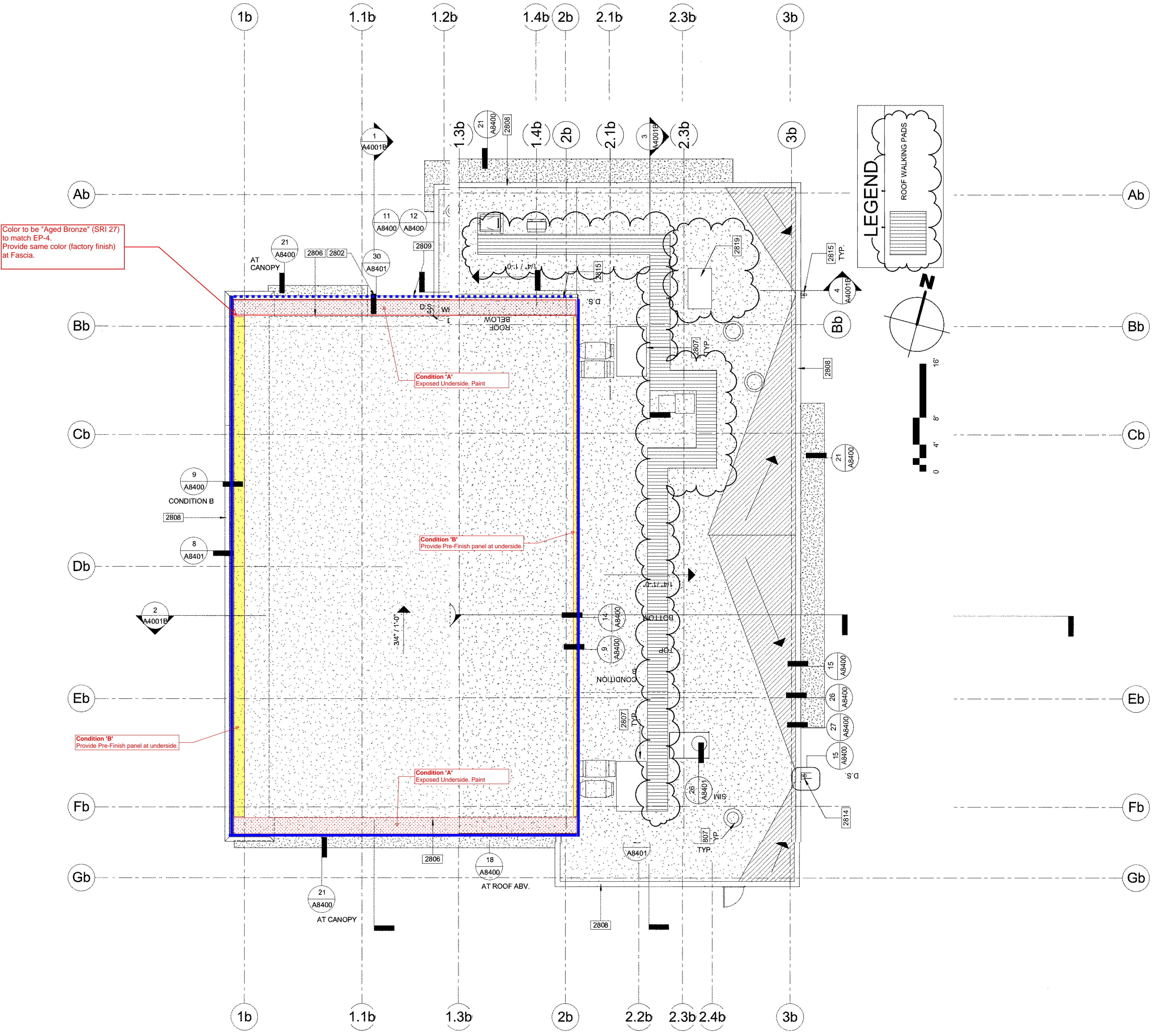
**ROOF PLAN**

**Legend**

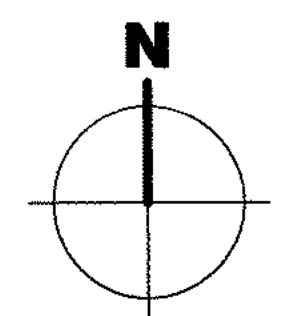
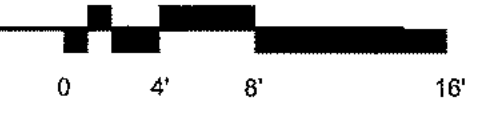
 Eave Cover

 Roof Fascia

 Gutter Condition



**ROOF PLAN**



**2800-GENERAL NOTES**

1. TOPOGRAPHIC ELEVATIONS GIVEN ON ROOF PLANS ARE RELATIVE TO ASSUMED ELEVATION OF +0'-0" AT TOP OF FIRST FLOOR SLAB.
2. WHERE TOPOGRAPHIC ELEVATION ARE NOT GIVEN ON ROOF PLANS FOR SLOPING ROOF AREAS, REFER TO BUILDING SECTIONS FOR FRAMING HEIGHTS.
3. REFER TO EXTERIOR ELEVATIONS FOR PLACEMENT OF EXPOSED DOWNSPOUTS.
4. PROVIDE CRICKETS AT HIGH SIDE OF ALL ROOF MOUNTED EQUIPMENT.

**2800 - KEYNOTES**

- 2802 DOWNSPOUT-SEE 308/402
- 2805 LINE INDICATES BLDG WALL BELOW.
- 2807 MECHANICAL EQUIPMENT, SEE MECHANICAL DRAWINGS.
- 2808 PARAPET CAP.
- 2809 SLOPE GUTTER @ 1/4" PER FOOT.
- 2810 24X36 ROOF HATCH.
- 2814 ROOF DRAIN, SEE PLUMBING DRAWINGS.
- 2815 SPLASH BLOCK AT DRAIN

Add Keynote 2819 to read as follows: "REMOTE REFRIGERATION RACK, SEE MECHANICAL DRAWINGS"

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OXNARD SCHOOL DISTRICT		
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ISSUES	ISSUANCE	DATE
NO.		
CONSULTANTS		

**LEGEND**

XX-XXX TOP ELEVATION VALUE AND POINT OF ELEVATION

D.S. RWL DOWNSPOUT RAIN WATER LEADER

ROOF SLOPE AS INDICATED

CLASS 'A' SINGLE PLY ROOFING # TREMCO, INC. # T455 3a, 06, 13-R3

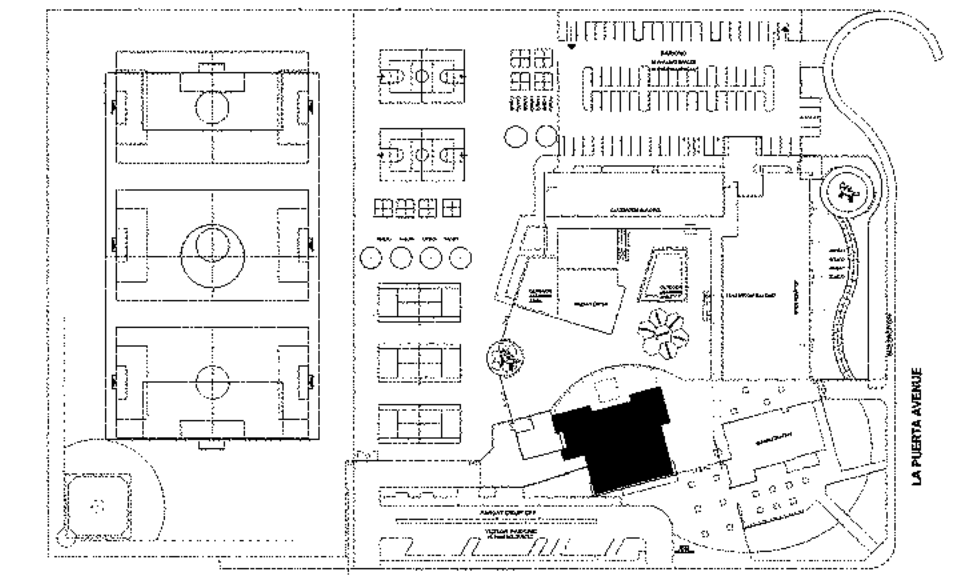
CLASS 'A' SINGLE PLY ROOFING AT AWNING

CLASS 'A' SINGLE PLY ROOFING OVER TAPERED INSULATION, SLOPE AT 1/4" PER FOOT U.O.N.

TOP= TOP OF PARAPET  
TOC= TOP OF CRICKET  
TOI= TOP OF RIGID INSUL.  
S=SUMP

# TREMCO CO, INC. # T455 3a, 06, 13-R3

**KEY PLAN**



AGENCY INFORMATION:

AGENCY TRACKING NO 7258-107	FILE NO 56-22
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AP. BY FLS	SS SS
DATE JUL 10 2019	

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PROJECT

**ROSE AVENUE K-5 SCHOOL**

220 S. DRISKILL ST,  
OXNARD, CA 93030

PROJECT NO: 109990	CHECKED BY: Checker
DRAWN BY: Author	APPROVED BY: Approver
PROJECT MGR: Designer	DATE: 05/03/2019

SHEET TITLE

**BUILDING B - ROOF PLAN**

SHEET NUMBER	ISSUE
<b>A2810B</b>	

**Legend**  
 Eave Cover

Roof Fascia  
Gutter Condition

Color to be "Aged Bronze" (SRI 27) to match EP-4 typical.  
 Provide same color (factory finish) up Fascia.

Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint

Condition 'B'  
 Provide Pre-Finish panel at underside

Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint

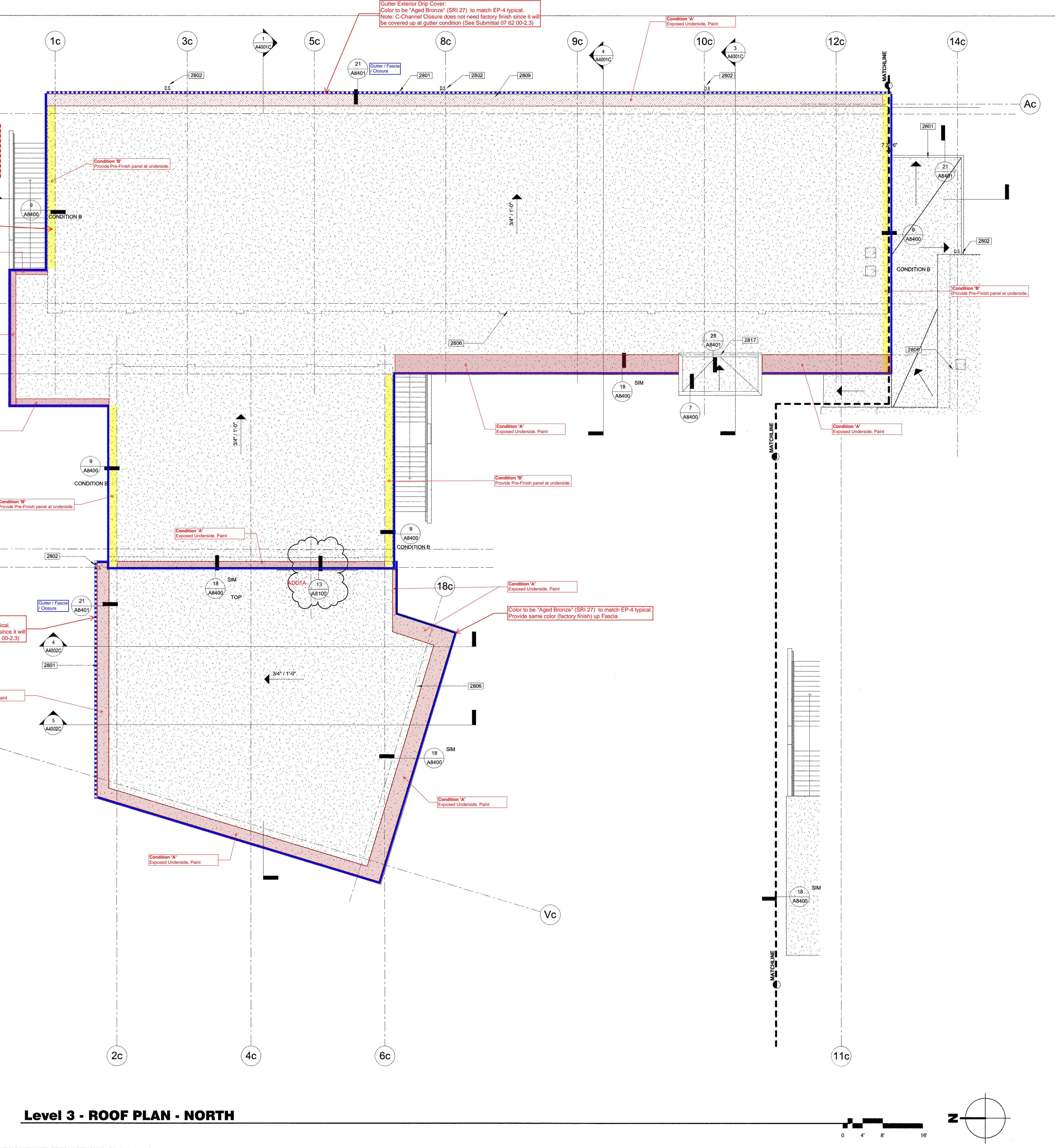
Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint

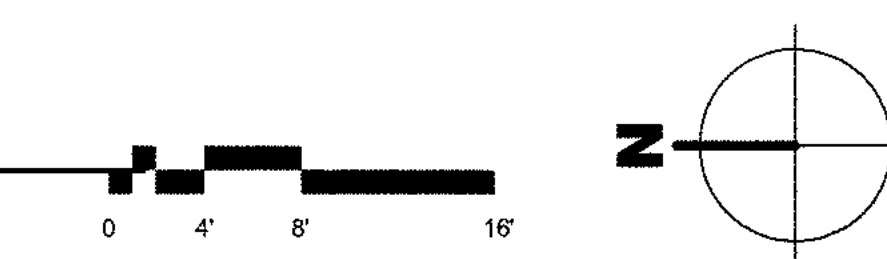
Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint

Condition 'A'  
 Exposed Underside, Paint



**Level 3 - ROOF PLAN - NORTH**



**2800-GENERAL NOTES**

1. TOPOGRAPHIC ELEVATIONS GIVEN ON ROOF PLANS ARE RELATIVE TO ASSUMED ELEVATION OF +0'-0" AT TOP OF FIRST FLOOR SLAB.
2. WHERE TOPOGRAPHIC ELEVATION ARE NOT GIVEN ON ROOF PLANS FOR SLOPING ROOF AREAS, REFER TO BUILDING SECTIONS FOR FRAMING HEIGHTS.
3. REFER TO EXTERIOR ELEVATIONS FOR PLACEMENT OF EXPOSED DOWNSPOUTS.
4. PROVIDE CRICKETS AT HIGH SIDE OF ALL ROOF MOUNTED EQUIPMENT.

**2800 - KEYNOTES**

- 2801 METAL GUTTER SEE 30/B402
- 2802 DOWNSPOUT SEE 30/B402
- 2806 LINE INDICATES BLDG. WALL BELOW.
- 2809 SLOPE GUTTER @ 1/4" PER FOOT.
- 2817 SCUPPER.

CLIENT  
**OXNARD SCHOOL DISTRICT**

220 S. Driskill St, Oxnard, CA 93030

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 NO. ISSUANCE DATE

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PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST.  
 OXNARD, CA 93030

PROJECT NO: 109990  
 DRAWN BY: SCH  
 PROJECT MGR: Designer  
 SCALE: As indicated

CHECKED BY: Checker  
 APPROVED BY: Approver  
 DATE: 06/05/2019

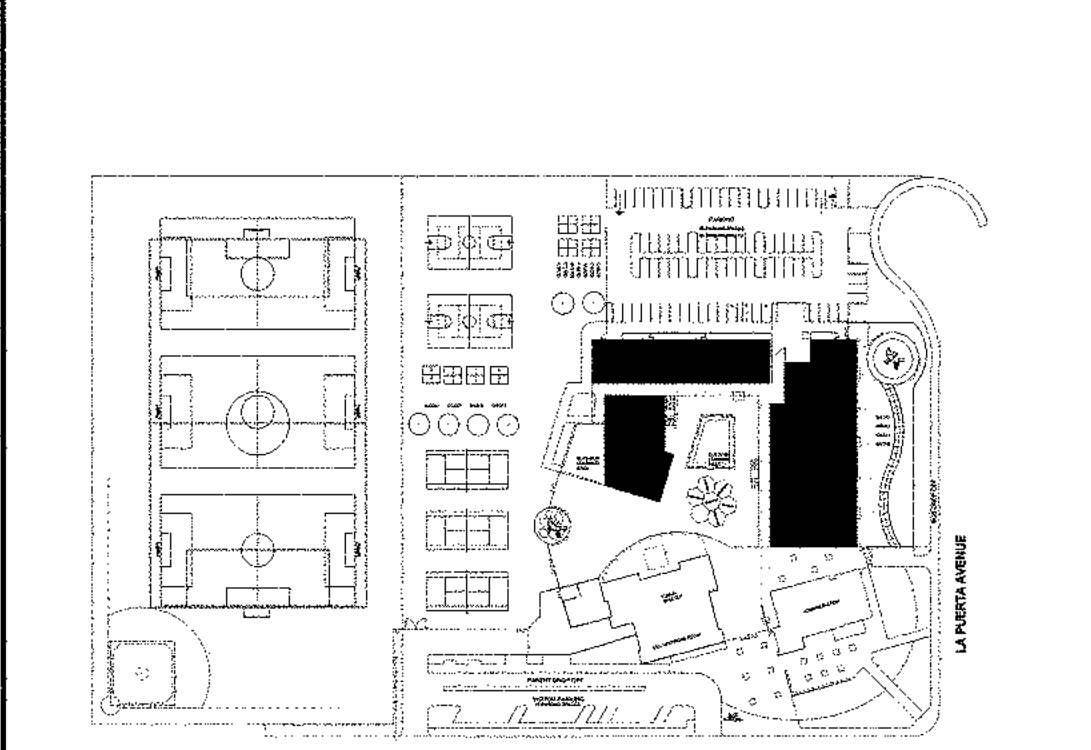
SHEET TITLE  
**BUILDING C - ROOF PLAN - NORTH**

**LEGEND**

- XX-XX' TOP ELEVATION VALUE AND POINT OF ELEVATION
- TOP= TOP OF PARAPET
- TOC= TOP OF CRICKET
- TOS= TOP OF SHEATHING
- S=SUMP
- D.S. DOWNSPOUT
- RWL RAIN WATER LEADER
- ROOF SLOPE AS INDICATED
- CLASS 'A' SINGLE PLY\* ROOFING
- CLASS 'A' SINGLE PLY\* ROOFING OVER TAPERED INSULATION SLOPE AT 1/4" PER FOOT U.O.N.

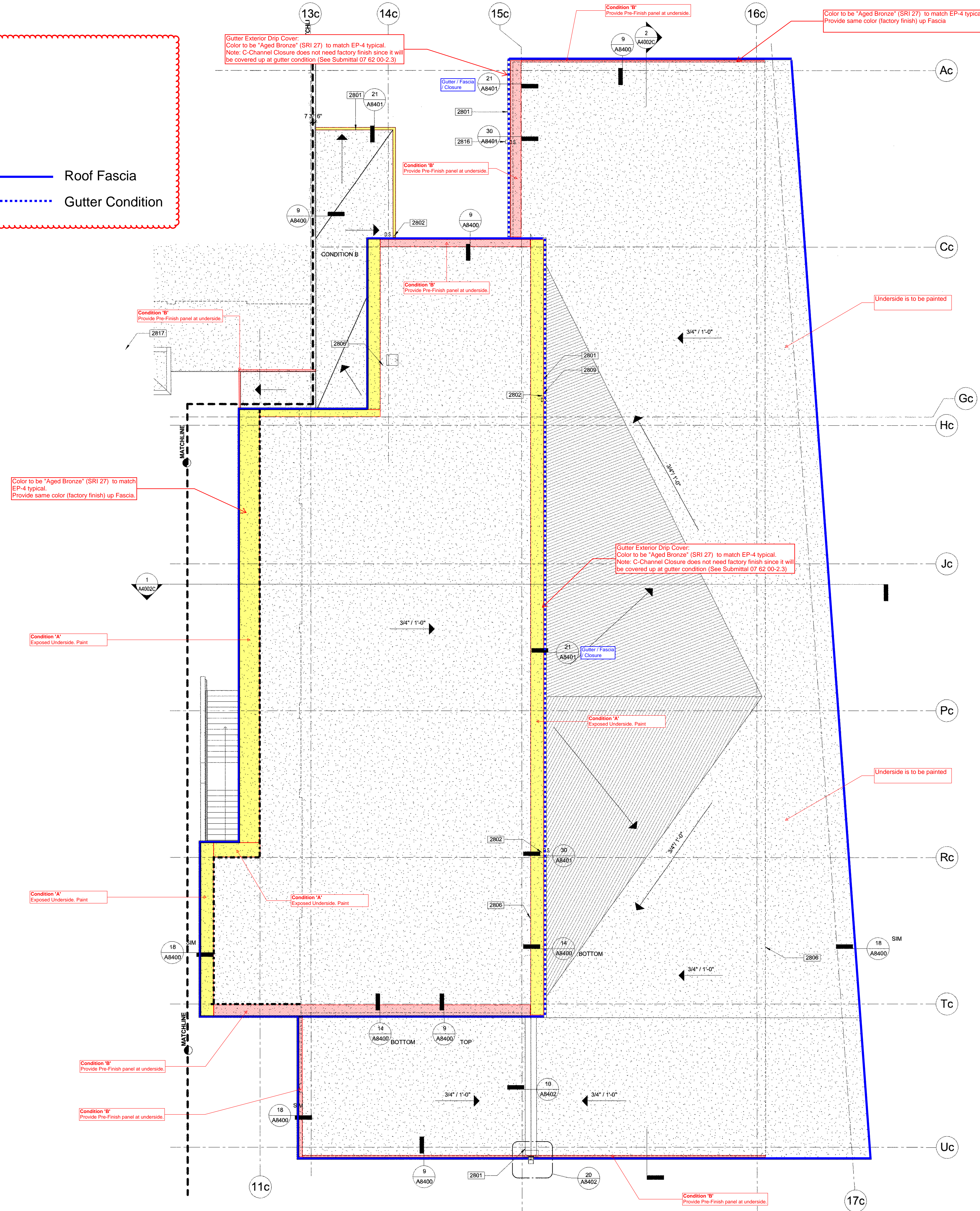
\* T45530-06-12-R3

**KEY PLAN**

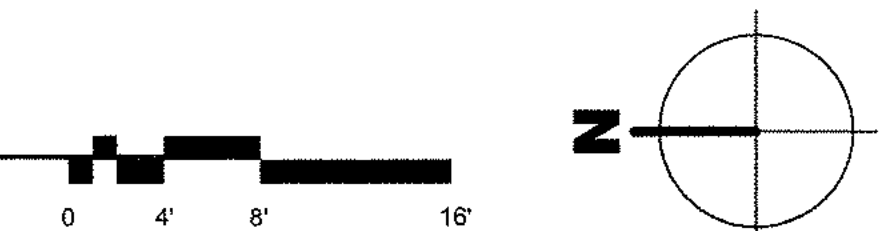


**Legend**

- Roof Fascia
- - - - - Gutter Condition



**Level 3 - ROOF PLAN - SOUTH**



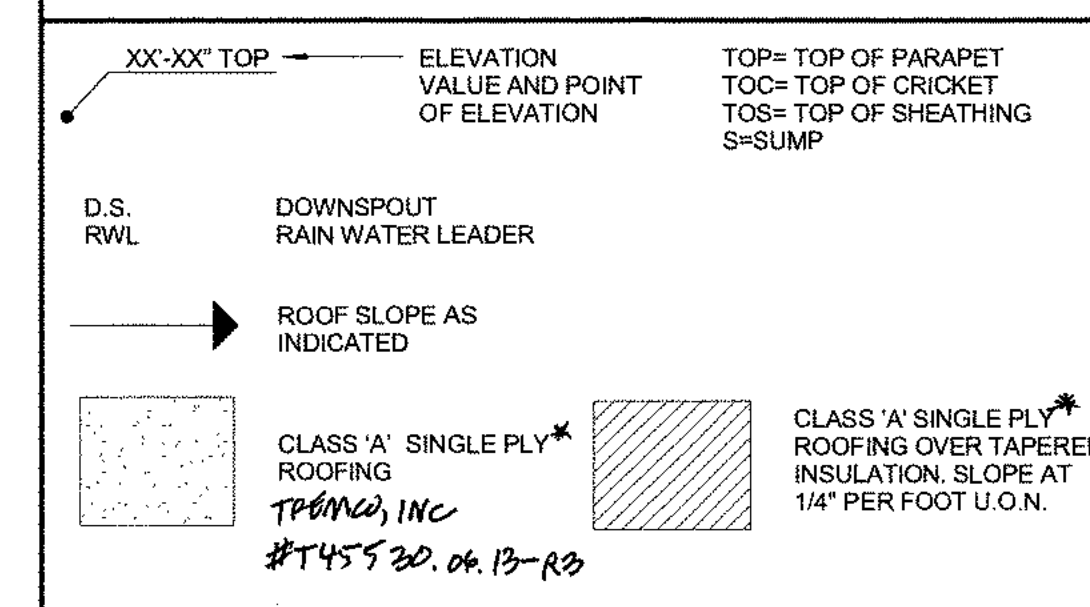
**2800-GENERAL NOTES**

1. TOPOGRAPHIC ELEVATIONS GIVEN ON ROOF PLANS ARE RELATIVE TO ASSUMED ELEVATION OF +0'-0" AT TOP OF FIRST FLOOR SLAB.
2. WHERE TOPOGRAPHIC ELEVATION ARE NOT GIVEN ON ROOF PLANS FOR SLOPING ROOF AREAS, REFER TO BUILDING SECTIONS FOR FRAMING HEIGHTS.
3. REFER TO EXTERIOR ELEVATIONS FOR PLACEMENT OF EXPOSED DOWNSPOUTS.
4. PROVIDE CRICKETS AT HIGH SIDE OF ALL ROOF MOUNTED EQUIPMENT.

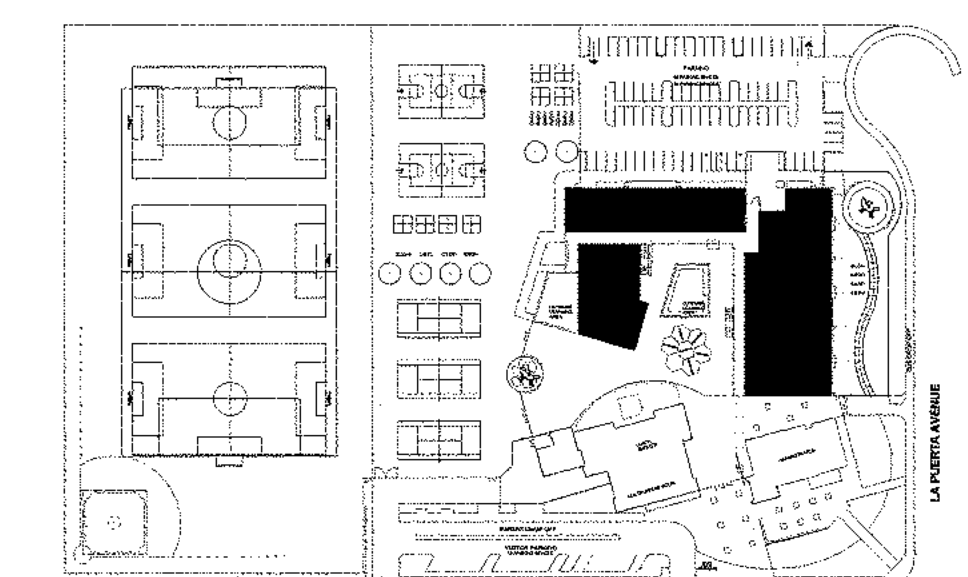
**2800 - KEYNOTES**

- 2801 METAL GUTTER SEE 30/8402
- 2802 DOWNSPOUT SEE 30/8402
- 2806 LINE INDICATES BLDG. WALL BELOW.
- 2809 SLOPE GUTTER @ 1/4" PER FOOT.
- 2816 DOWNSPOUT 6"x6" METAL GUTTER 6 1/2"x 6 1/2"
- 2817 SCUPPER.

**LEGEND**



**KEY PLAN**



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03-119284	
DATE FEB 10 2019	

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ibigroup.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST.  
OXNARD, CA 93030


PROJECT NO: 109990	CHECKED BY: Checker
DRAWN BY: SCH	APPROVED BY: Approver
PROJECT MGR: Designer	DATE: 06/05/2019
SCALE: As indicated	


SHEET TITLE  
**BUILDING C - ROOF PLAN - SOUTH**

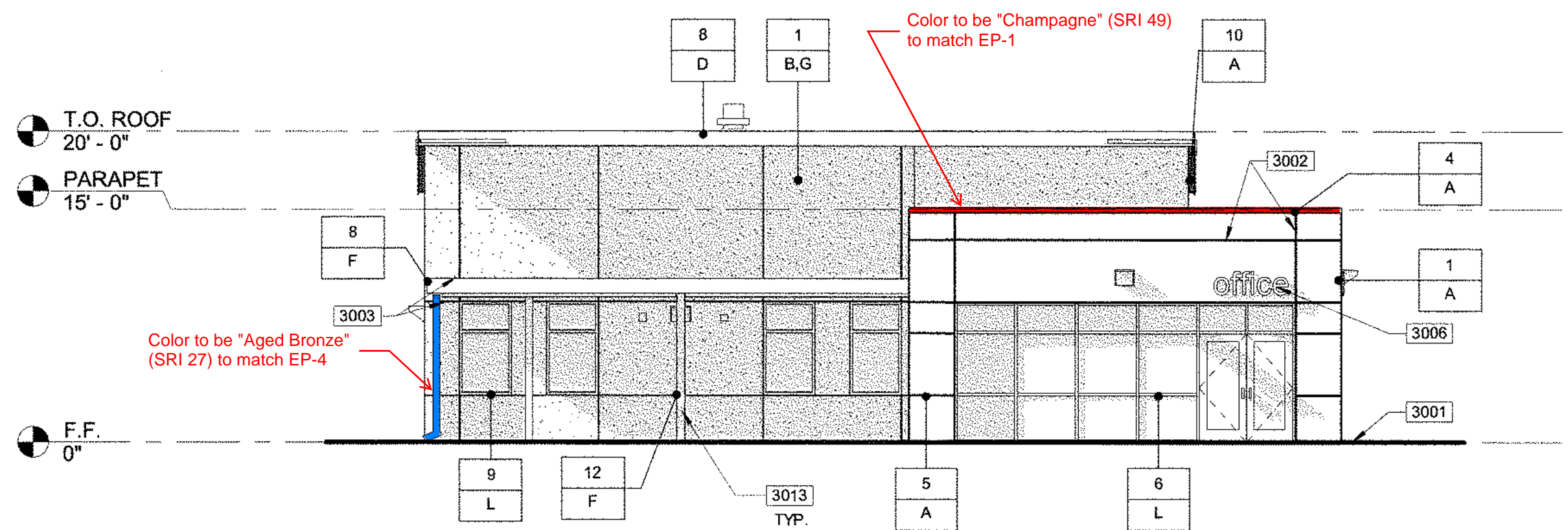
SHEET NUMBER <b>A2811C</b>	ISSUE
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BIM 360/109990 - Rose Avenue Elementary/109990-RoseES-BLD003-A/1/14/19

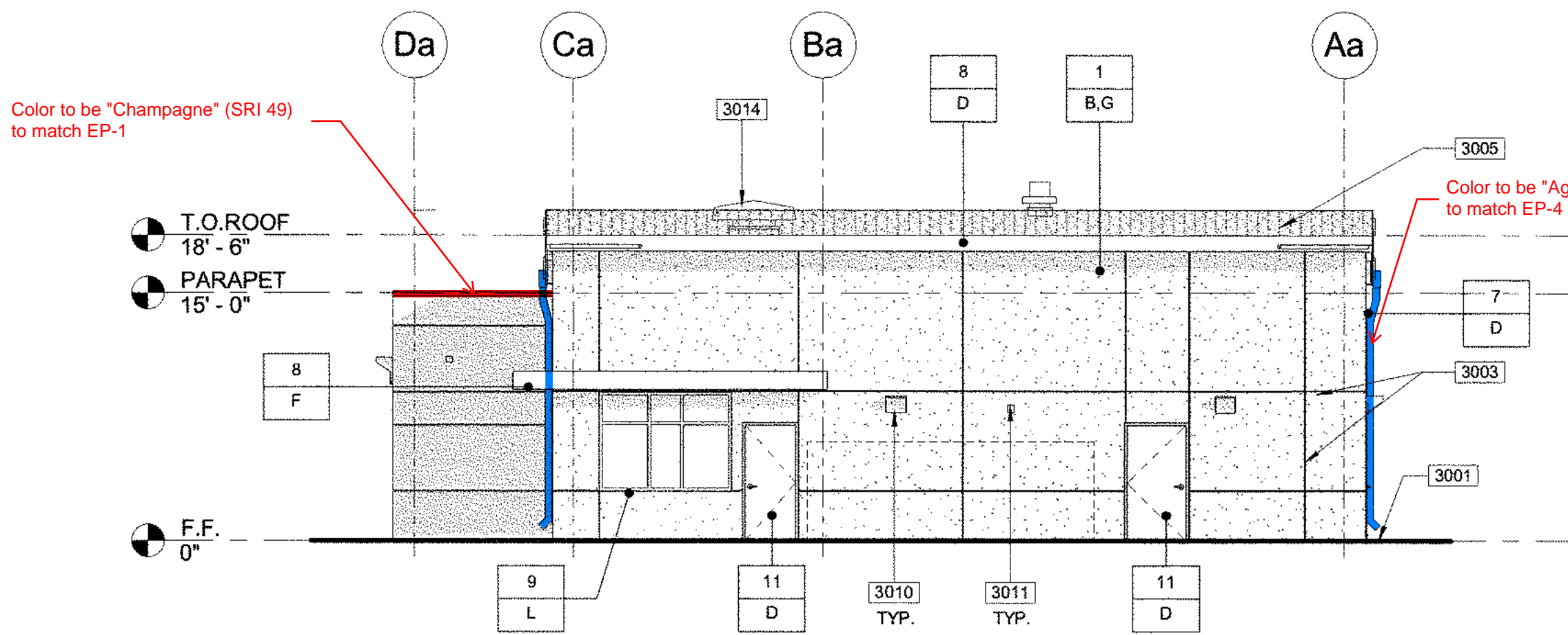
**Legend**

 Down Spout

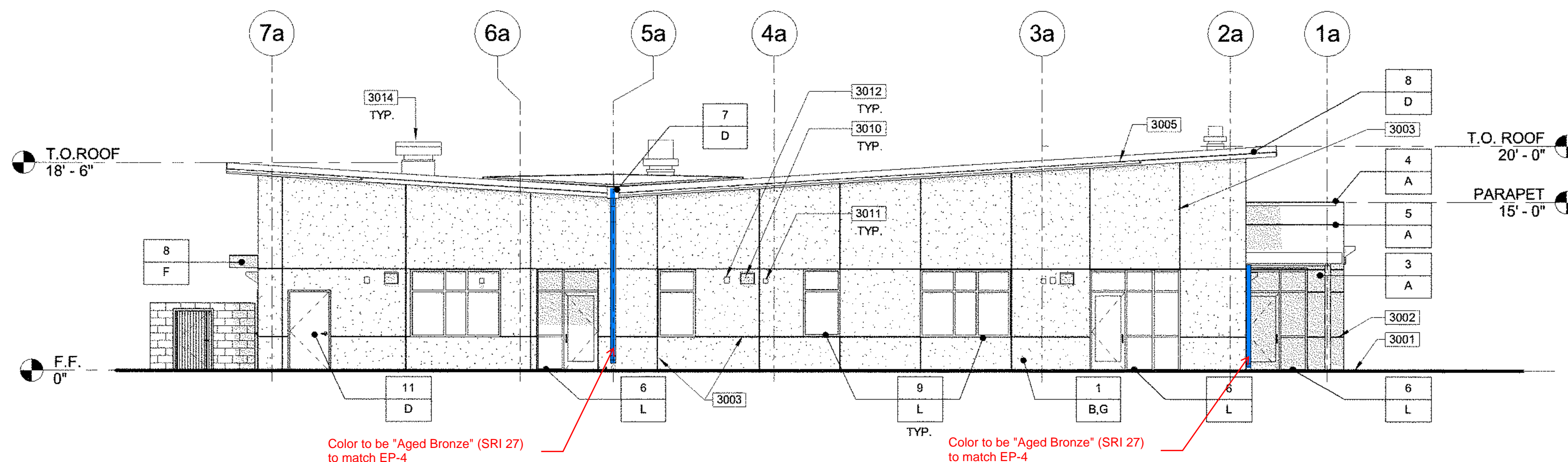
 Parapet Cap



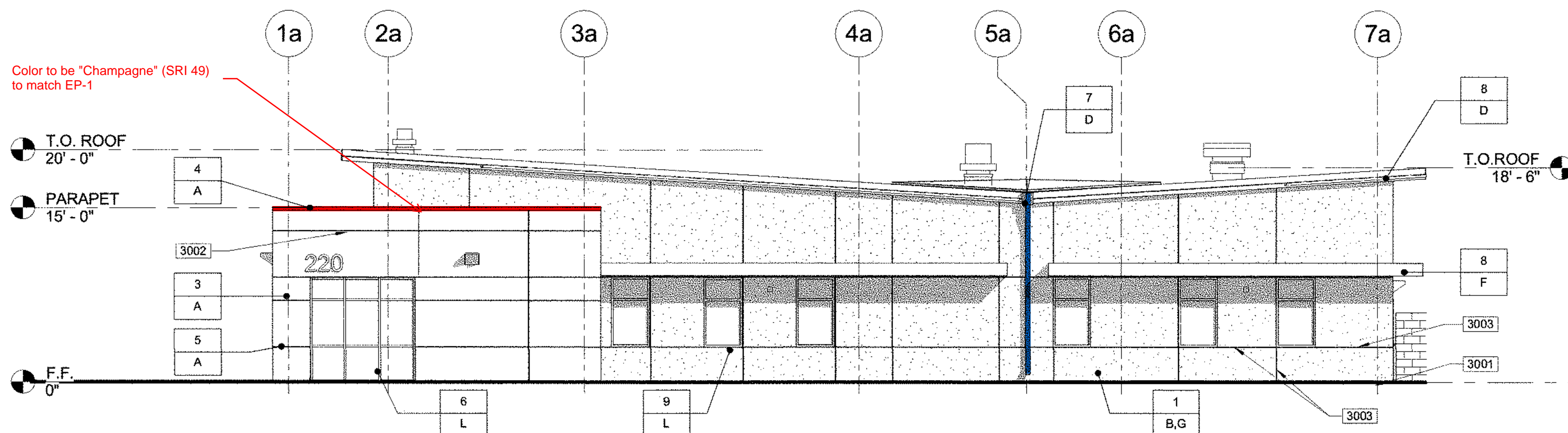
**1 NORTH ELEVATION**



**2 SOUTH ELEVATION**



**3 EAST ELEVATION**



**4 WEST ELEVATION**

**3000-GENERAL NOTES**

- ALL EXTERIOR FINISHES EXPOSED TO VIEW SHALL BE PAINTED AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
- REFER TO OTHER DISCIPLINES FOR ADDITIONAL INFORMATION AND DEVICES NOT SHOWN.

**3000 - KEYNOTES**

- 3001 APPROXIMATE LINE OF GRADE.
- 3002 HORIZONTAL AND VERTICAL REVEAL AT FIBER CEMENT PANEL.
- 3003 HORIZONTAL AND VERTICAL PLASTER CONTROL JOINTS. SEE DETAIL 10/A8202 FOR ADDITIONAL INFORMATION.
- 3005 ROOFING. SEE ROOF PLANS FOR ADDITIONAL INFORMATION.
- 3006 ALUMINUM CUT LETTER SIGN.
- 3010 LIGHT FIXTURE
- 3011 FIRE ALARM DEVICE
- 3012 SPEAKER
- 3013 STEEL COLUMN. SEE STRUCT. DRWGS.
- 3014 MECHANICAL EQUIPMENT. SEE MECH. DRWGS.

CLIENT  
**OXNARD SCHOOL DISTRICT**



220 S. Driskill St, Oxnard, CA 93030

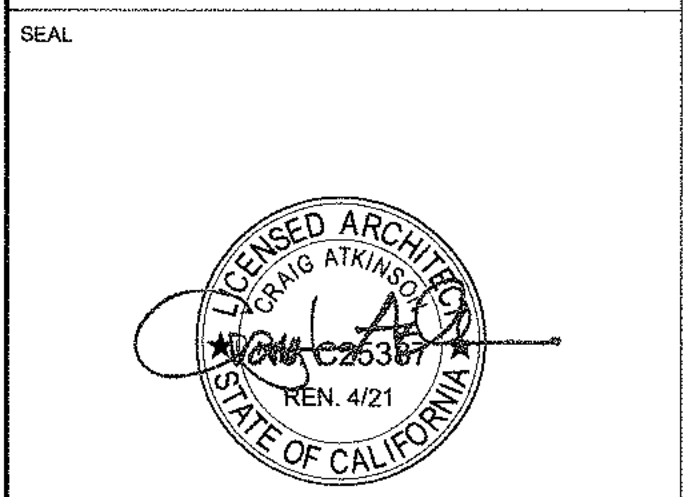
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AGENCY TRACKING NO 7208-107	FILE NO 06-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
DATE	DATE
DATE	DATE



PRIME CONSULTANT  
**IBI**  
315 W 6th Street, Suite 600  
Los Angeles, CA 90015  
Tel (213) 789-0011 Fax (213) 789-0016  
ibi@ibi.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST,  
OXNARD, CA 93030

PROJECT NO.  
109990

DRAWN BY: SCH	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver
SCALE: As Indicated	DATE: 06/05/2019

SHEET TITLE  
**BUILDING A - EXTERIOR ELEVATIONS**

SHEET NUMBER <b>A3001A</b>	ISSUE
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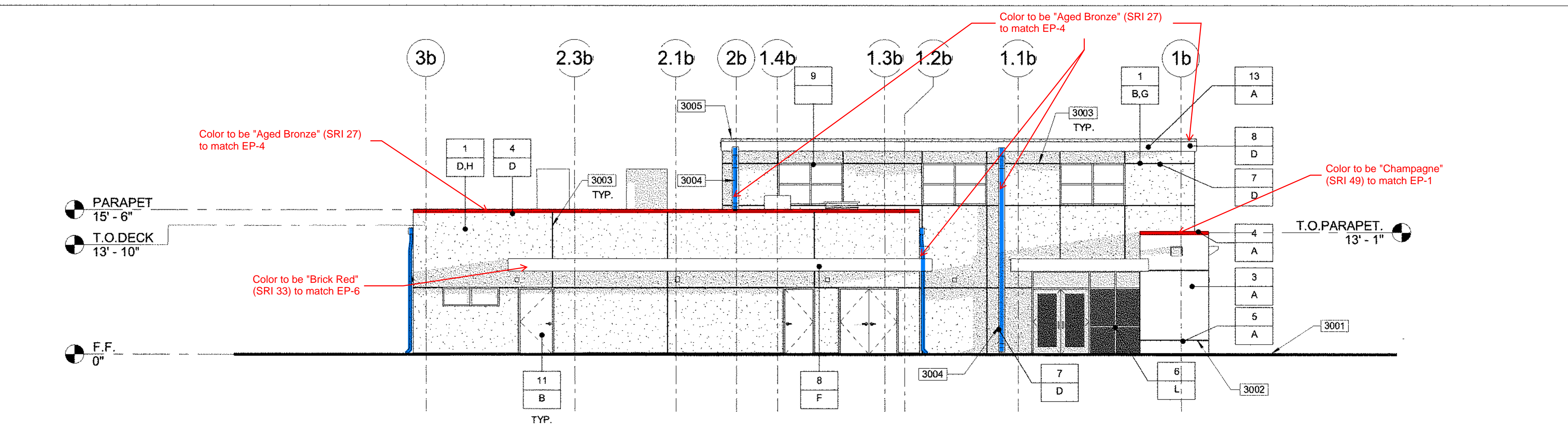
**EXTERIOR ELEVATIONS**



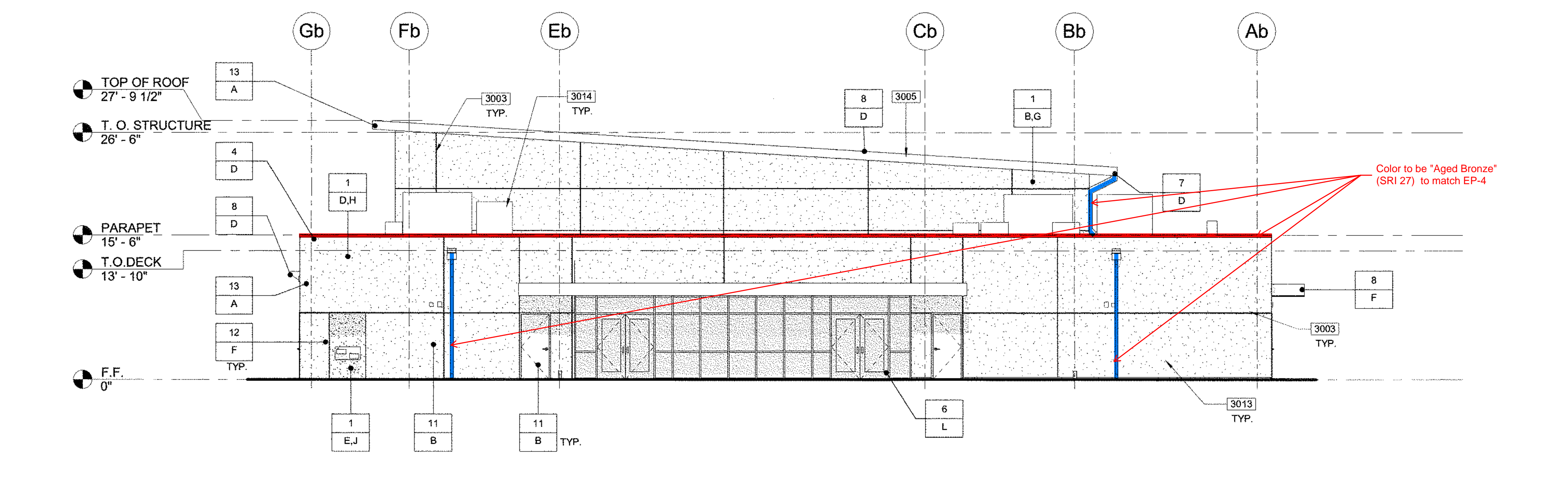


**Legend**

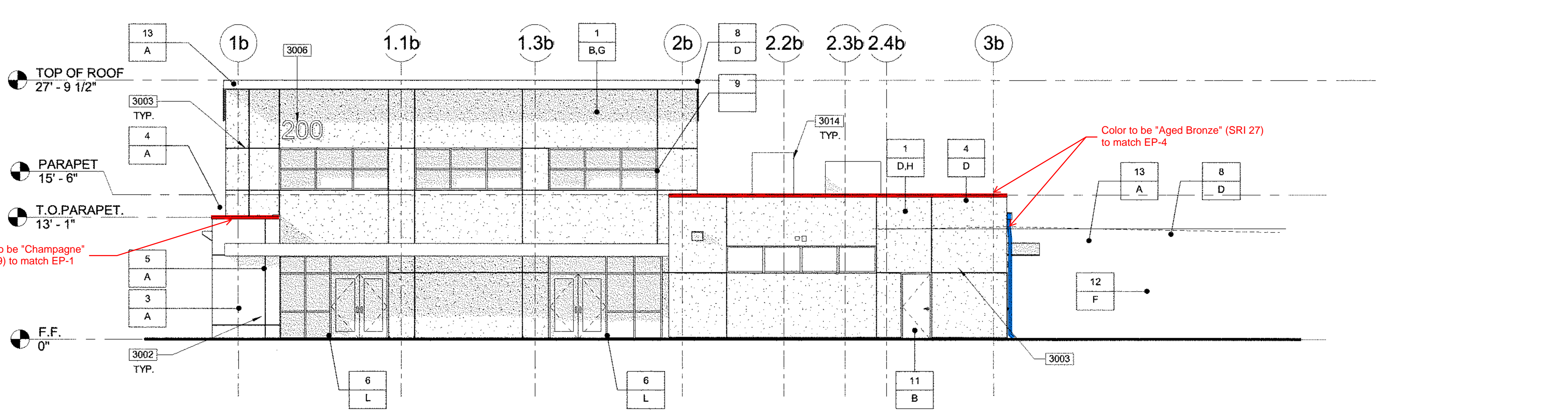
- Down Spout
- Parapet Cap



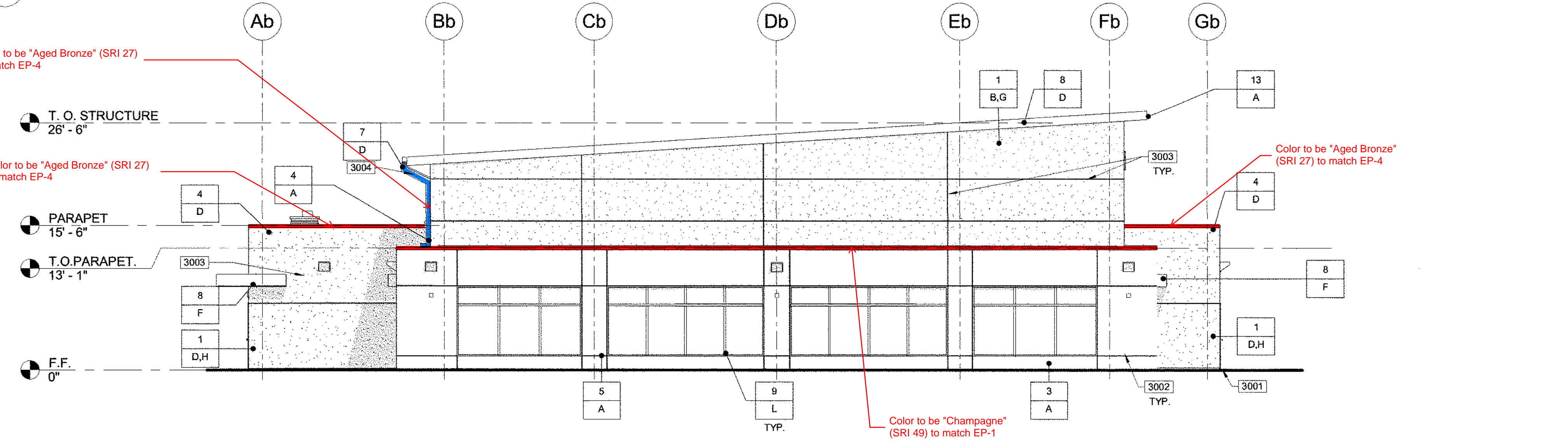
**1 NORTH ELEVATION**



**2 EAST ELEVATION**



**3 SOUTH ELEVATION**



**4 WEST ELEVATION**

**EXTERIOR ELEVATIONS**

**3000-GENERAL NOTES**

- ALL EXTERIOR FINISHES EXPOSED TO VIEW SHALL BE PAINTED AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
- REFER TO OTHER DISCIPLINES FOR ADDITIONAL INFORMATION AND DEVICES NOT SHOWN.

**3000 - KEYNOTES**

- 3001 APPROXIMATE LINE OF GRADE.
- 3002 HORIZONTAL AND VERTICAL REVEAL AT FIBER CEMENT PANEL.
- 3003 HORIZONTAL AND VERTICAL PLASTER CONTROL JOINTS. SEE DETAIL 10/A&202 FOR ADDITIONAL INFORMATION.
- 3004 TUBE STEEL DOWNSPOUT TYPICAL.
- 3005 ROOFING. SEE ROOF PLANS FOR ADDITIONAL INFORMATION.
- 3006 ALUMINUM CUT LETTER SIGN.
- 3013 STEEL COLUMN. SEE STRUCT. DRWGS.
- 3014 MECHANICAL EQUIPMENT. SEE MECH. DRWGS.

**LEGEND**

- JAMES HARDIE "REVEAL" FIBER CEMENT PANEL-1 (FCP-1) INTERTEK LISTED #89761
- JAMES HARDIE "AETHIAN Y-6 ROOVE" FIBER CEMENT SIDING-2 (FCP-2) INTERTEK LISTED #99619
- PLASTER
- CT CLEAR TEMPERED
- CTS CLEAR TEMPERED WITH LOW-E COATING
- LG LAMINATED GLASS
- LGS LAMINATED GLASS WITH LOW-E COATING
- TLGS TRANSLUCENT LAMINATED GLASS WITH LOW-E COATING

**MATERIAL & FINISH DESIGNATION**

NOTE: REFER TO SPECIFICATION SECTION 09 00 00 COLORS & FINISHES

**MATERIAL DESIGNATION**

- 1. EXTERIOR CEMENT PLASTER, WITH INTEGRAL COLOR
- 2. FIBER CEMENT SIDING
- 3. FIBER CEMENT PANEL
- 4. PARAPET CAP
- 5. REVEAL
- 6. STOREFRONT FRAME
- 7. GUTTERS / DOWNSPOUTS
- 8. FASCIA
- 9. ALUMINUM WINDOW FRAME
- 10. EXPOSED METAL DECK
- 11. HOLLOW METAL DOOR AND DOOR FRAME
- 12. COLUMNS
- 13. STRUCTURAL STEEL
- 14. ALUMINUM FRAME RAILING
- 15. LOUVERS

**COLOR / FINISH DESIGNATION**

- A. EXTERIOR PAINT COLOR 1 (EP-1)
- B. EXTERIOR PAINT COLOR 2 (EP-2)
- C. EXTERIOR PAINT COLOR 3 (EP-3)
- D. EXTERIOR PAINT COLOR 4 (EP-4)
- E. EXTERIOR PAINT COLOR 5 (EP-5)
- F. EXTERIOR PAINT COLOR 6 (EP-6)
- G. PLASTER COLOR NO. 1 (PLAS-1)
- H. PLASTER COLOR NO. 2 (PLAS-2)
- J. PLASTER COLOR NO. 3 (PLAS-3)
- K. PLASTER COLOR NO. 4 (PLAS-4)
- L. FACTORY FINISH (FF-1)
- G. FACTORY FINISH (FF-2)

CLIENT  
**OXNARD SCHOOL DISTRICT**  
220 S. Driskill St, Oxnard, CA 93030

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ISSUES  
NO. ISSUANCE DATE

CONSULTANTS

AGENCY INFORMATION:  
AGENCY TRACKING NO. 72538-107 FILE NO. 56-22  
IDENTIFICATION STAMP  
DIV. OF THE STATE ARCHITECT  
OFFICE OF REGULATION SERVICES  
03-119284  
DATE JUL 10 2019

SEAL  
LICENSED ARCHITECT  
STATE OF CALIFORNIA  
NO. 23336  
EXPIRES 12/31/2021

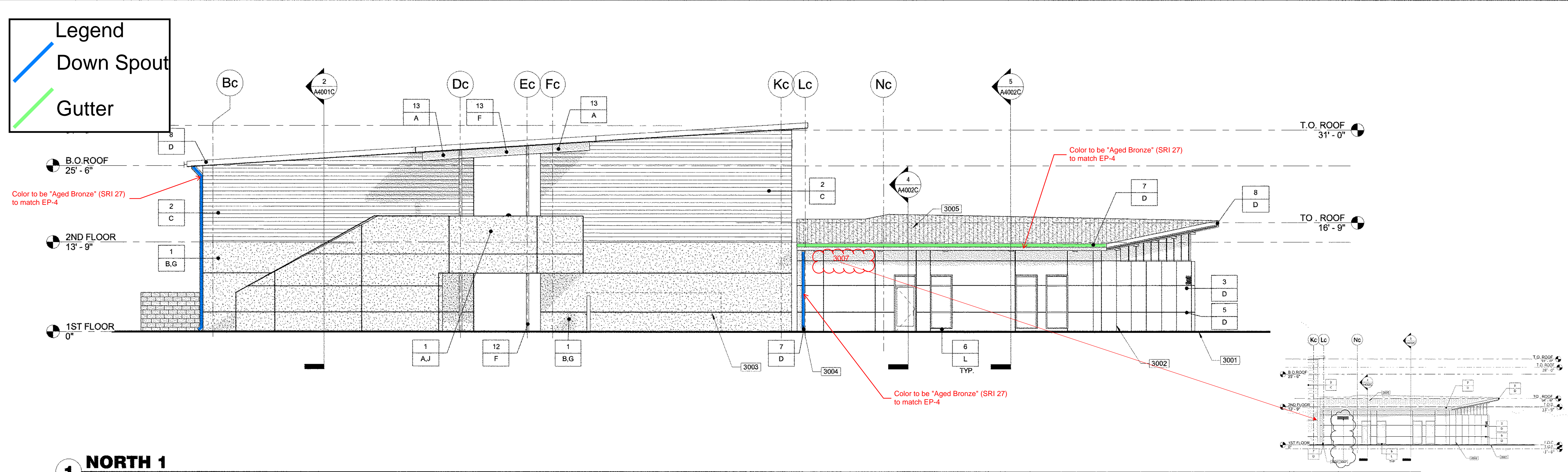
PRIME CONSULTANT  
**IBI**  
315 W 9th Street, Suite 600  
Los Angeles, CA 90015  
Tel (213) 769-0011 Fax (213) 769-0016  
ibi@group.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST,  
OXNARD, CA 93030

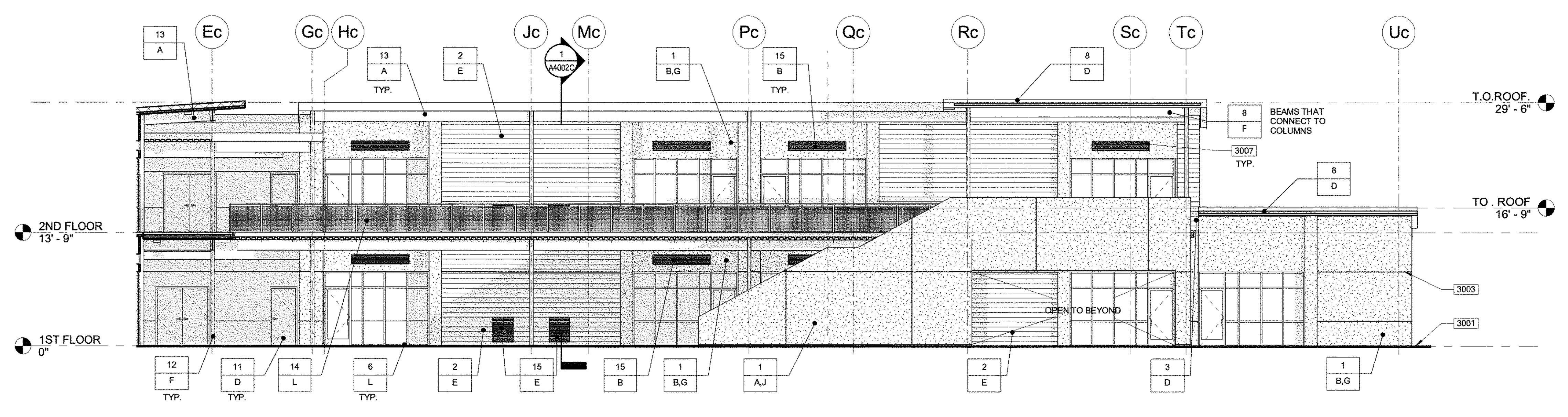
PROJECT NO. 109990  
DRAWN BY: Author CHECKED BY: Checker  
PROJECT MGR: Designer APPROVED BY: Approver  
SCALE: As Indicated DATE: 05/03/2019

SHEET TITLE  
**BUILDING B - EXTERIOR ELEVATIONS**

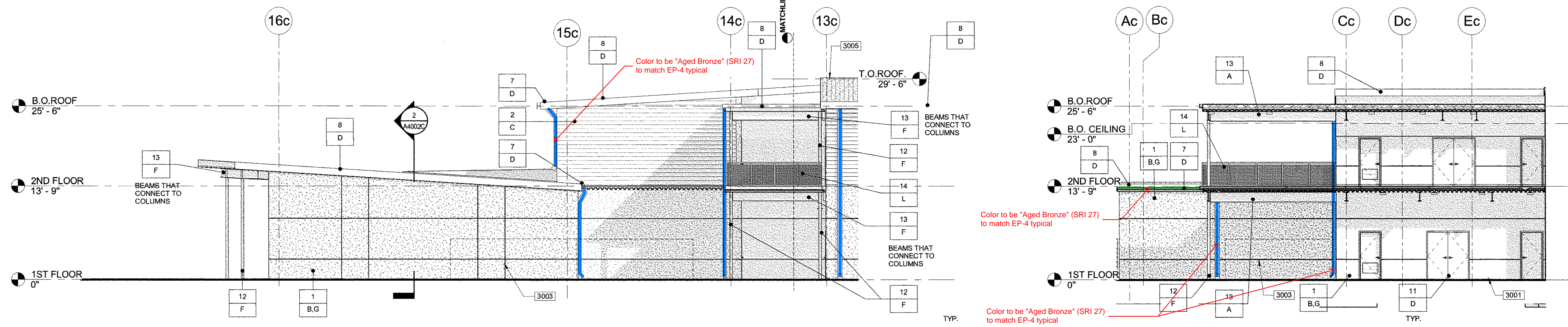
SHEET NUMBER **A3001B** ISSUE



**1 NORTH 1**



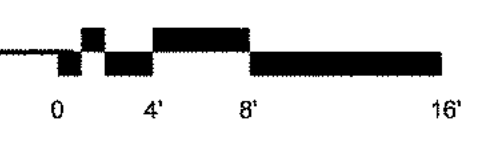
**2 NORTH 2**



**3 PARTIAL EAST 1**

**4 PARTIAL NORTH**

**BUILDING 300 - EXTERIOR ELEVATIONS**



**3000-GENERAL NOTES**

- ALL EXTERIOR FINISHES EXPOSED TO VIEW SHALL BE PAINTED AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
- REFER TO OTHER DISCIPLINES FOR ADDITIONAL INFORMATION AND DEVICES NOT SHOWN.

**3000 - KEYNOTES**

- APPROXIMATE LINE OF GRADE.
- HORIZONTAL AND VERTICAL REVEAL AT FIBER CEMENT PANEL.
- HORIZONTAL AND VERTICAL PLASTER CONTROL JOINTS. SEE DETAIL 10/A8202 FOR ADDITIONAL INFORMATION.
- TUBE STEEL DOWNSPOUT TYPICAL.
- ROOFING, SEE ROOF PLANS FOR ADDITIONAL INFORMATION.
- LOUVERS, SEE MECHANICAL DRAWINGS.

**LEGEND**

- JAMES HANDE'S "REVEAL" FIBER CEMENT PANEL-1 (FCP-1) INTERTEK LISTED
- JAMES HANDE'S "ARTISAN V-GROOVE" FIBER CEMENT SIDING-2 (FCP-2) INTERTEK LISTED # 271413
- EXTERIOR CEMENT PLASTER. SEE DETAIL 9/A8202 FOR ADDITIONAL INFORMATION.

**MATERIAL & FINISH DESIGNATION**

NOTE: REFER TO SPECIFICATION SECTION 09 06 00 COLORS & FINISHES

- MATERIAL DESIGNATION
  - EXTERIOR CEMENT PLASTER, WITH INTEGRAL COLOR
  - FIBER CEMENT SIDING
  - FIBER CEMENT PANEL
  - PARAPET CAP
  - REVEAL
  - STOREFRONT FRAME
  - GUTTERS / DOWNSPOUTS
  - FASCIA
  - ALUMINUM WINDOW FRAME
  - EXPOSED METAL DECK
  - HOLLOW METAL DOOR AND DOOR FRAME
  - COLUMNS
  - STRUCTURAL STEEL
  - ALUMINUM FRAME RAILING
  - LOUVERS
- COLOR / FINISH DESIGNATION
  - EXTERIOR PAINT COLOR 1 (EP-1)
  - EXTERIOR PAINT COLOR 2 (EP-2)
  - EXTERIOR PAINT COLOR 3 (EP-3)
  - EXTERIOR PAINT COLOR 4 (EP-4)
  - EXTERIOR PAINT COLOR 5 (EP-5)
  - EXTERIOR PAINT COLOR 6 (EP-6)
  - PLASTER COLOR NO. 1 (PLAS-1)
  - PLASTER COLOR NO. 2 (PLAS-2)
  - PLASTER COLOR NO. 3 (PLAS-3)
  - PLASTER COLOR NO. 4 (PLAS-4)
  - FACTORY FINISH (FF-1)
  - FACTORY FINISH (FF-2)

CLIENT  
**OXNARD SCHOOL DISTRICT**

220 S. Driskill St, Oxnard, CA 93030

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ISSUES  
NO. ISSUANCE DATE

CONSULTANTS

AGENCY INFORMATION:  
AGENCY TRACKING NO. 7258-107 FILE NO. 59-22  
DIVISION OF THE STATE ARCHITECT  
OFFICE OF REGULATION SERVICES  
03-119284  
DATE: 03/18/18  
DATE: 06/05/2019

SEAL  
JAMES HANDE'S ARCHITECT  
STATE OF CALIFORNIA  
REG. 421

PRIME CONSULTANT  
**IBI**  
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ibigroup.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST,  
OXNARD, CA 93030

PROJECT NO:  
109990

DRAWN BY:  
BCH

PROJECT MGR:  
Designer

SCALE:  
As Indicated

CHECKED BY:  
Checker

APPROVED BY:  
Approver

DATE:  
06/05/2019

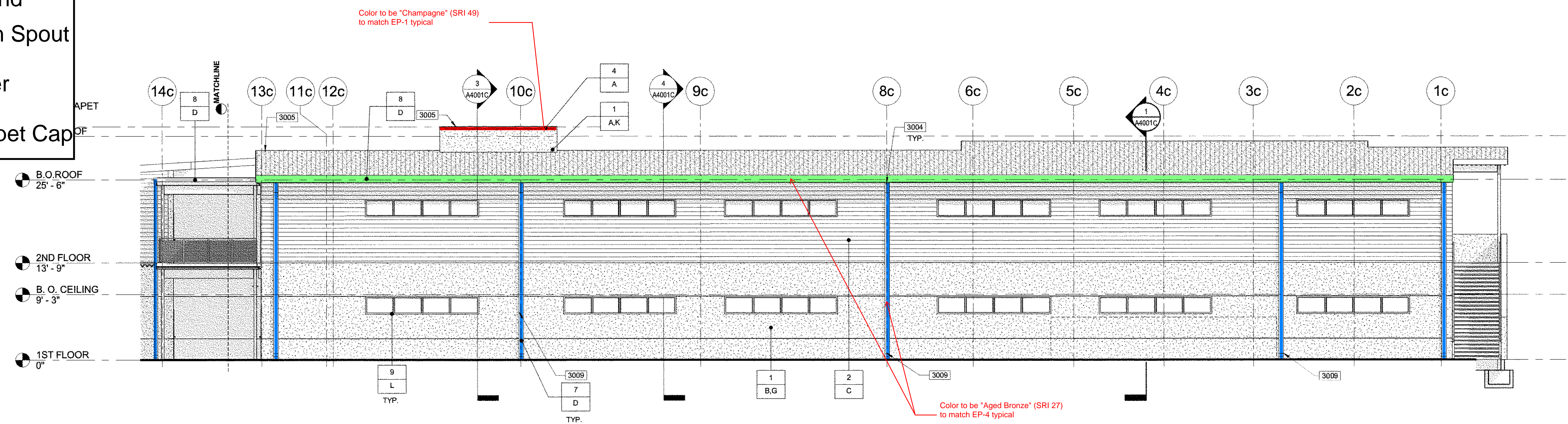
SHEET TITLE  
**BUILDING C - EXTERIOR ELEVATIONS**

SHEET NUMBER  
**A3001C**

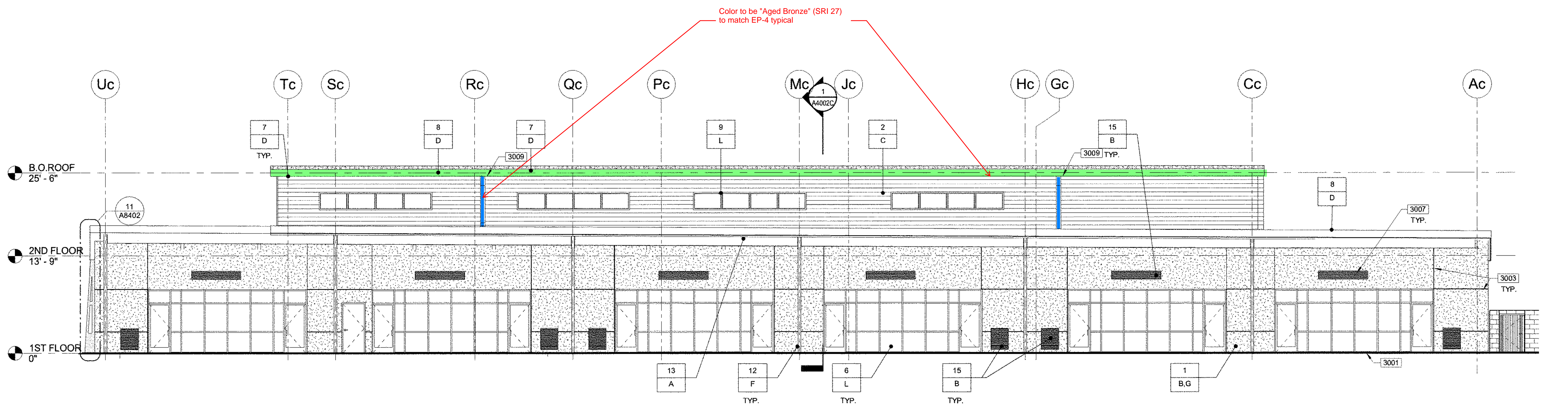
ISSUE

**Legend**

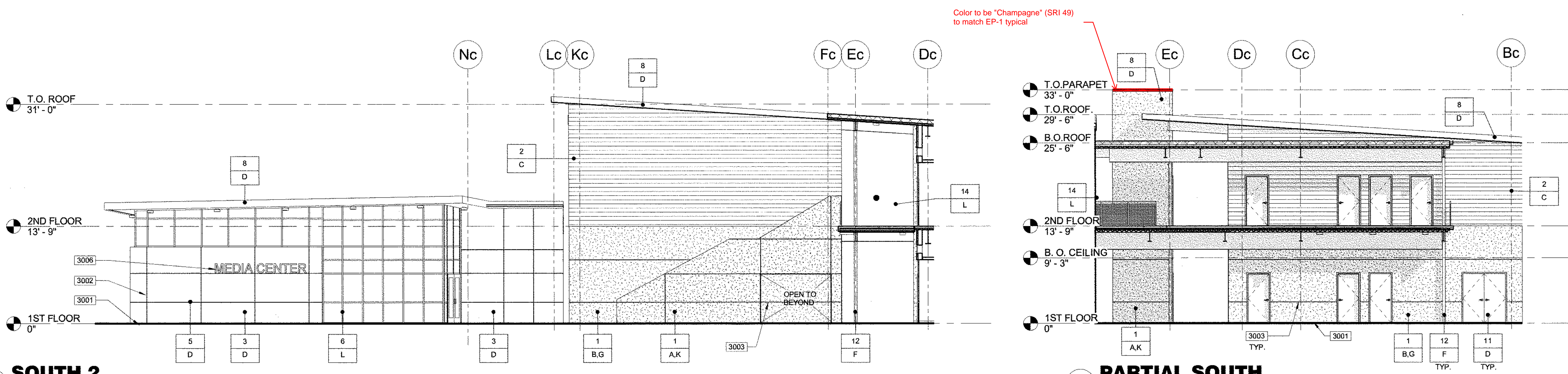
- Down Spout
- Gutter
- Parapet Cap



**4 PARTIAL EAST 2**



**5 SOUTH 1**



**1 PARTIAL SOUTH**

**6 SOUTH 2**

**EXTERIOR ELEVATIONS**



**3000-GENERAL NOTES**

1. ALL EXTERIOR FINISHES EXPOSED TO VIEW SHALL BE PAINTED AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
2. REFER TO OTHER DISCIPLINES FOR ADDITIONAL INFORMATION AND DEVICES NOT SHOWN.

**3000 - KEYNOTES**

- 3001 APPROXIMATE LINE OF GRADE.
- 3002 HORIZONTAL AND VERTICAL REVEAL AT FIBER CEMENT PANEL.
- 3003 HORIZONTAL AND VERTICAL PLASTER CONTROL JOINTS. SEE DETAIL 10/A8202 FOR ADDITIONAL INFORMATION.
- 3004 TUBE STEEL DOWNSPOUT TYPICAL.
- 3005 ROOFING. SEE ROOF PLANS FOR ADDITIONAL INFORMATION.
- 3006 ALUMINUM CUT LETTER SIGN.
- 3007 LOUVERS. SEE MECHANICAL DRAWINGS.
- 3008 8" x 8" TUBE STEEL DOWNSPOUT. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

**LEGEND**

- JAMES HARDIE "REVEAL" FIBER CEMENT PANEL-1 (FCP-1) INTERTEK LISTED #39761
- JAMES HARDIE "ACTIVISION-VG COVE" FIBER CEMENT SIDING-2 (FCP-2) INTERTEK LISTED #39762
- EXTERIOR CEMENT PLASTER. SEE DETAIL 9/A8202 FOR ADDITIONAL INFORMATION.

**MATERIAL & FINISH DESIGNATION**

NOTE: REFER TO SPECIFICATION SECTION 09 06 00 COLORS & FINISHES

**MATERIAL DESIGNATION**

- 1. EXTERIOR CEMENT PLASTER, WITH INTEGRAL COLOR
- 2. FIBER CEMENT SIDING
- 3. FIBER CEMENT PANEL
- 4. PARAPET CAP
- 5. REVEAL
- 6. STOREFRONT FRAME
- 7. GUTTERS / DOWNSPOUTS
- 8. FASCIA
- 9. ALUMINUM WINDOW FRAME
- 10. EXPOSED METAL DECK
- 11. HOLLOW METAL DOOR AND DOOR FRAME
- 12. COLUMNS
- 13. STRUCTURAL STEEL
- 14. ALUMINUM FRAME RAILING
- 15. LOUVERS

**COLOR / FINISH DESIGNATION**

- A. EXTERIOR PAINT COLOR 1 (EP-1)
- B. EXTERIOR PAINT COLOR 2 (EP-2)
- C. EXTERIOR PAINT COLOR 3 (EP-3)
- D. EXTERIOR PAINT COLOR 4 (EP-4)
- E. EXTERIOR PAINT COLOR 5 (EP-5)
- F. EXTERIOR PAINT COLOR 6 (EP-6)
- G. PLASTER COLOR NO. 1 (PLAS-1)
- H. PLASTER COLOR NO. 2 (PLAS-2)
- I. PLASTER COLOR NO. 3 (PLAS-3)
- J. PLASTER COLOR NO. 4 (PLAS-4)
- L. FACTORY FINISH (FF-1)
- G. FACTORY FINISH (FF-2)

CLIENT  
**OXNARD SCHOOL DISTRICT**

220 S. Driskill St, Oxnard, CA 93030

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ISSUES  
NO. ISSUANCE DATE

CONSULTANTS

AGENCY INFORMATION

AGENCY TRACKING NO 7258-197	FILE NO 59-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
DATE: 11.19.2019	

SEAL

PRIME CONSULTANT  
**IBI**  
310 W 9th Street, Suite 900  
Los Angeles, CA 90015  
Tel: (213) 769-0211 Fax: (213) 769-0216  
ibi@ibi.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST.  
OXNARD, CA 93030

PROJECT NO:  
109990

DRAWN BY:  
SCH

PROJECT MGR:  
As Indicated

CHECKED BY:  
Checker

APPROVED BY:  
Approver

SCALE:  
As Indicated

DATE:  
06/05/2019

SHEET TITLE  
**BUILDING C - EXTERIOR ELEVATIONS**

SHEET NUMBER  
**A3002C**

ISSUE


Legend  
Parapet Cap

**3000-GENERAL NOTES**

- ALL EXTERIOR FINISHES EXPOSED TO VIEW SHALL BE PAINTED AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
- REFER TO OTHER DISCIPLINES FOR ADDITIONAL INFORMATION AND DEVICES NOT SHOWN.

**3000 - KEYNOTES**

- 3003 HORIZONTAL AND VERTICAL PLASTER CONTROL JOINTS. SEE DETAIL 10/A8202 FOR ADDITIONAL INFORMATION.  
3006 ALUMINIUM CUT LETTER SIGN.  
3008 PAINTED WALL GRAPHICS AND SEALER.

CLIENT  
**OXNARD SCHOOL DISTRICT**  
  
220 S. Driskill St, Oxnard, CA 93030

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ISSUES NO.	ISSUANCE	DATE

CONSULTANTS

AGENCY INFORMATION:

AGENCY TRACKING NO. 72558-107	FILE NO. 58-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
AC. 45	FLSY 10/25/19
DATE	FILE 1/9 2019



PRIME CONSULTANT  
**IBI**  
315 W. 8th Street, Suite 600  
Los Angeles, CA 90015  
Tel: (213) 759-0011 Fax: (213) 759-0016  
ibi@ibi.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST.  
OXNARD, CA 93030

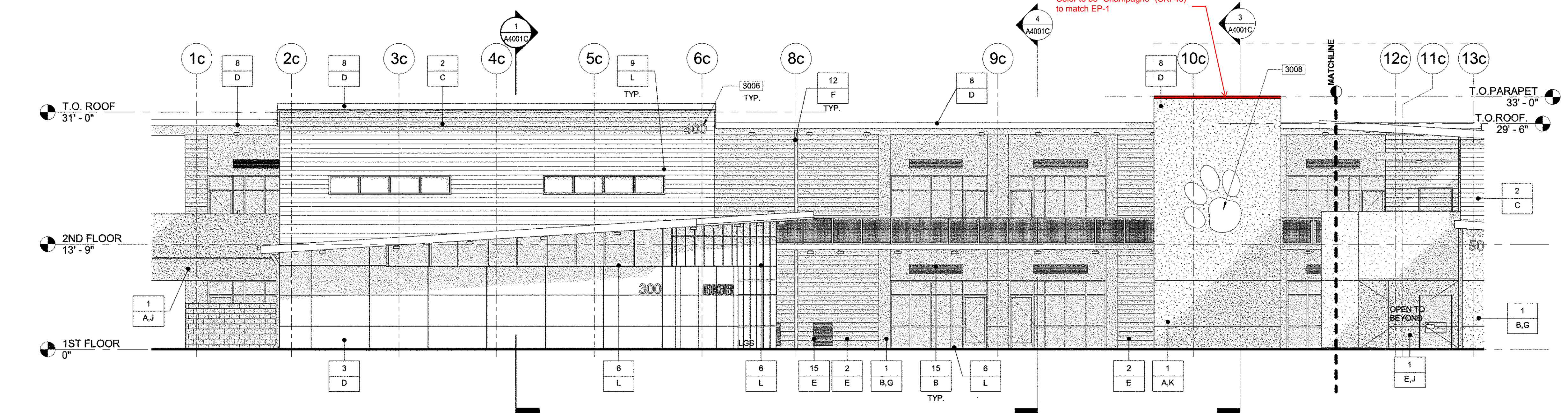
PROJECT NO.: 109990  
DRAWN BY: SCH  
PROJECT MGR: Designer  
SCALE: As Indicated

CHECKED BY: Checker  
APPROVED BY: Approver  
DATE: 06/05/2019

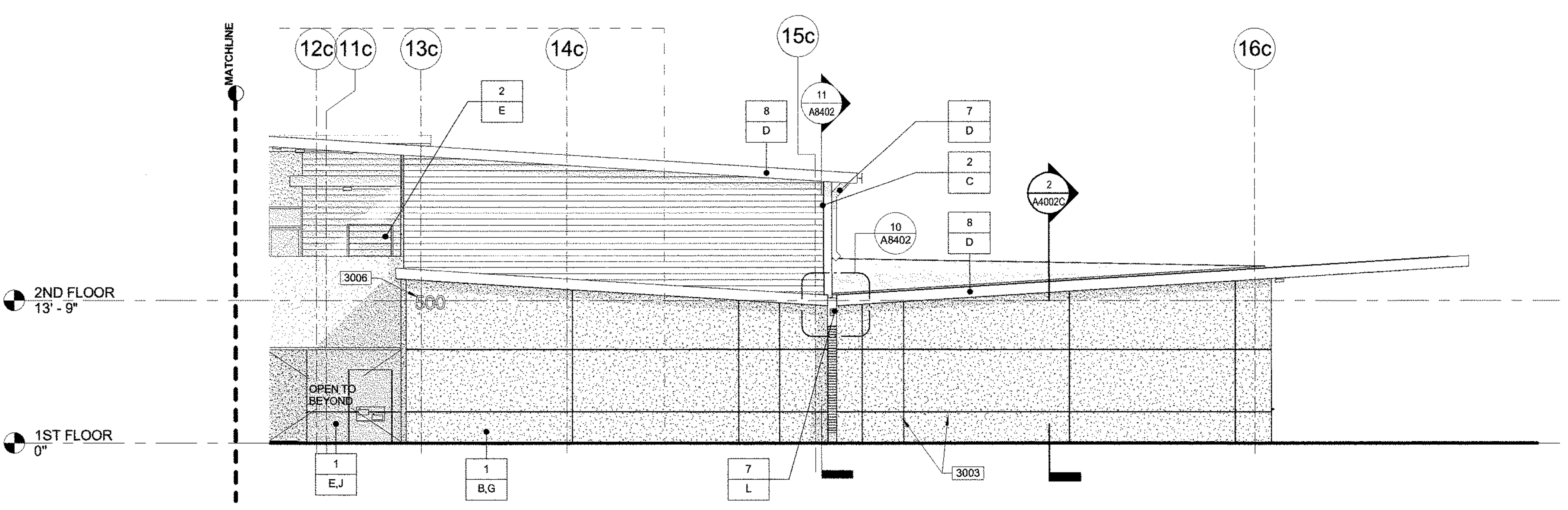
SHEET TITLE  
**BUILDING C - EXTERIOR ELEVATIONS**

SHEET NUMBER  
**A3003C**

ISSUE



**1 PARTIAL WEST 1**



**2 PARTIAL WEST 2**

**BUILDING 300 - EXTERIOR ELEVATIONS**



IBI 3002109990 - Rose Avenue Elementary/PAV: 109990-RoseES-REL003-A17E1.dwg

Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 CM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 057 R1  
 Date: 4/10/23

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

Provide labor, material and equipment to extend the bottom of the concrete wall with the school sign on the west side of building A & rebar to 18" below the competent material per RFI 270.  Ref. Cost Event #103	\$ 5,814.72
--	-------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

CONSTRUCTION MANAGER  
 CFW Group, Inc.

By: *Rafael Flamilla*  
 Date: 4/10/23

By: *[Signature]*  
 Date: 05/03/2023

By: \_\_\_\_\_  
 Date: \_\_\_\_\_

OWNER - Oxnard School District

By: \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	4-10-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	103
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Provide labor, material and equipment to extend the bottom of the concrete wall with the school sign on the west side of building A & rebar to 18" below the competent material per RFI 270.

Ref. Cost Event #103/Contingency Draw #57 R1

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
Vista Steel	\$	1,663.00	
Vista Steel (O&P @ 5%)	\$	83.15	
	\$	-	
		<b>Subtotal A: \$</b>	<b>1,746.15</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Inland Labor	\$	1,839.60	
Inland Material	\$	1,305.46	
Inland Equipment	\$	450.00	
Inland (O&P @ 10%)	\$	359.51	
Inland Bond/Insurance	\$	114.00	
		<b>Subtotal B: \$</b>	<b>4,068.57</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	<b>-</b>
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	<b>-</b>
		<b>Grand Total = (A + B + C + D + E)</b>	<b>\$ 5,814.72</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2023-04-10

Print Name & Title (General Contractor)

Signature

Date

# INLAND

**BUILDING CONSTRUCTION COMPANIES, INC.**

General Building • Tenant Improvements • Construction Specialties

SENT VIA: Email

**CHANGE ORDER REQUEST # 16R**

PAGES: 0

<b>PROJECT:</b>	Rose Ave. ES	<b>DATE:</b>	4/10/2023
<b>INLAND'S JOB NO:</b>	21-040	<b>PROJECT NO:</b>	
		<b>CONTRACT FOR:</b>	BP #003 Concrete
<b>TO:</b>	Balfour Beatty Construction	<b>FROM:</b>	Mehdi Nickouei
<b>ATTN:</b>	Rafael Alamillo		
<b>SUBJECT:</b>	RFI 270 Bldg A		
<b>Additional Days Required:</b>	0	<b>COR Valid for 30 days</b>	

**DESCRIPTION:**

Per RFI 270, extend the bottom of the concrete wall with the school sign on the west side of building A & rebar to 18" below the competent material

**Self Performed Work**

Labor	\$ 1,839.60
Material	\$ 1,305.46
Equipment	\$ 450.00
<b>Subtotal</b>	<b>\$ 3,595.06</b>
Contractor's Overhead & Profit	10% \$ 359.51
<b>Contractor's Subtotal</b>	<b>\$ 3,954.56</b>

**Subcontractor Work**

Vista Steel	\$ 1,663.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
<b>Subcontractors Subtotals</b>	<b>\$ 1,663.00</b>
Contractor's Overhead & Profit	5% \$ 83.15
<b>Subtotals</b>	<b>\$ 1,746.15</b>

<b>Subtotal Contractors / Subcontractors</b>	<b>\$ 5,700.71</b>
<b>Bond/Insurance</b>	2.0% \$ 114.01
<b>Textura Fee</b> (if applicable, .22% of contract if max \$3,750 has not been met)	\$ -
<b>Total Change Request</b>	<b>\$ 5,814.72</b>

323 S. SIERRA WAY SAN BERNARDINO, CA 92408-1422  
 (909) 884 6276 Fax (909) 889-6936  
 LIC # 405281

# INLAND

**BUILDING CONSTRUCTION COMPANIES, INC.**  
 General Building • Tenant Improvements • Construction Specialties

## Change Request Cost Breakdown

Details	Qty.	Unit	Rate	Total	Notes
<b>Labor</b>					
Carpenter Foreman w/Truck	4	Hrs	\$103.30	\$413.20	
Carpenter Foreman w/Truck O.T.		Hrs	\$138.22	\$0.00	
Carpenter w/Truck		Hrs	\$99.13	\$0.00	
Carpenter w/Truck O.T.		Hrs	\$131.97	\$0.00	
Carpenter	16	Hrs	\$89.15	\$1426.40	
Carpenter O.T.		Hrs	\$118.68	\$0.00	
Place and Finish		HRS	\$125.00	\$0.00	
<b>Costs associated with the slab extens</b>					
<b>Materials</b>					
Concrete	5	Cy	\$155.00	\$775.00	
Concrete Shortload Charge		Ea	\$155.00	\$0.00	
Concrete PW Contract Fee		Ea	\$2000.00	\$0.00	
Fill Sand		Ton	\$26.78	\$0.00	
Class II Agg. Base		Ton	\$35.87	\$0.00	
CMB Agg. Base		Ton	\$32.56	\$0.00	
10 Mil. Stego Vapor Barrier		Roll	\$930.00	\$0.00	
15 Mil. Stego Vapor Barrier		Roll	\$1000.00	\$0.00	
Vapor Barrier Tape		Roll	\$49.89	\$0.00	
Vapor Barrier Mastic		Pail	\$172.87	\$0.00	
6 Mil. Visqueen		Roll	\$200.00	\$0.00	
10 Mil. Visqueen		Roll	\$308.82	\$0.00	
Styrofoam Fill		Sheet		\$0.00	
3/4" Formply		Sheet	\$78.26	\$0.00	
2X Form Lumber	1	LS	\$500.00	\$500.00	
Masonite		Sheet	\$26.02	\$0.00	
#8 Screws		Box	\$144.00	\$0.00	
#10 Screws		Box	\$105.00	\$0.00	
16 Duplex Nails	0.25	Box	\$59.98	\$15.00	
8 Duplex Nails	0.25	Box	\$61.84	\$15.46	
Const. Grout		Bag	\$24.88	\$0.00	
High Strength Non-Shrink Grout		Bag	\$41.89	\$0.00	
Ardex K-15		Bag	\$61.06	\$0.00	
Ardex Primer		Gal	\$66.00	\$0.00	
Ardex Feather Finish		Bag	\$50.79	\$0.00	
Rapid Set Wunderfixx		Bag	\$39.42	\$0.00	
Masking Tape		Roll	\$10.65	\$0.00	
Duct Tape		Roll	\$12.62	\$0.00	
1/2"x 4" Felt		Lf	\$0.47	\$0.00	
Felt Plastic A Cap		Lf	\$0.34	\$0.00	
Hilti RE-500 Epoxy		Tube	\$72.00	\$0.00	
Hilti HY 200 Epoxy		Tube	\$66.00	\$0.00	
36" Metal Stake Rental		Ea	\$0.66	\$0.00	
24" Metal Stake Rental		Ea	\$0.56	\$0.00	
12" Metal Stake Rental		Ea	\$0.47	\$0.00	
Snap Tie Jahn Bracket Rental		Ea	\$0.67	\$0.00	
Turn Buckle Form Aligner Rental		Ea	\$4.35	\$0.00	
Snap Tie Wedge Rental		Ea	\$0.37	\$0.00	
Rebar		Lf	\$0.93	\$0.00	
FRP Class 'A'		Sheet	\$143.00	\$0.00	
FRP Class 'C'		Sheet	\$44.00	\$0.00	
FRP Trim		Ea	\$2.20	\$0.00	
FRP Glue		Gal	\$24.94	\$0.00	
Bead Chain		lf	\$0.47	\$0.00	
Silicone 10 oz. tube		Ea	\$13.18	\$0.00	
Fire Caulking 10 oz. tube		Ea	\$15.71	\$0.00	





February 16, 2023

INLAND BUILDING CONSTRUCTION COMPANY  
323 S. SIERRA HWY.  
SAN BERNADINO, CA 92408-1422

Project: ROSE AVE. ES

Re: **VT1878**

Ladies/Gentlemen,

Following is the description and breakdown for the above referenced additional charge:

**CC# 11 MATERIAL AND LABOR TO EXTEND BOTTOM OF WALL,  
BLDG. A, 18" PER RFI #270.**

	QTY	UOM		
Fabricated material	448	LBS	\$	672.00
Detailing	1	HRS	\$	90.00
Cartage	1	HRS	\$	120.00
Installation	6	HRS	\$	630.00
Accessories		LS	\$	-
SUBTOTAL			\$	1,512.00
O&P	10%		\$	151.20
			\$	-
<b>TOTAL</b>			<b>\$</b>	<b>1,663</b>

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**

*Brenda L. Wargo*

Brenda L. Wargo  
VP Of Operations

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg A - Sign Wall West

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	01/24/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING A	<b>DUE DATE:</b>	02/01/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	Yes (Unknown)
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	10 14 00 - Signage
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

### Question from Filbert Carbajal (Balfour Beatty) at 03:19 PM on 01/24/2023

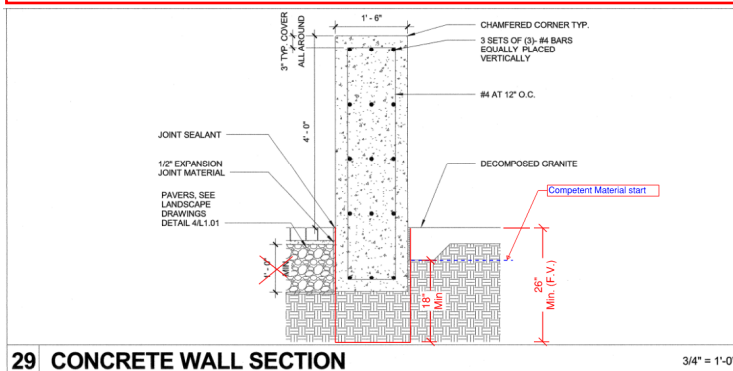
The Cast-In-Place Wall west of Building A, shown on detail 29/A8002 doesn't have a footing and it's not embedded in earth. The concern is the stability of the wall, being that it is only supported on one side by the paver section and on the opposite side by decomposed granite. Please advise if this is a concern or if we are to proceed as depicted on plans.

Awaiting an Official Response

### All Replies:

Please extend bottom of wall & rebar to 18" below Competent Material, as measured from bottom of perimeter footing at adjacent concrete walk. See below.

Ruben R.  
 IBI Group  
 02/08/2023



Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY

DATE

COPIES TO

Contingency	Owner	<input checked="" type="checkbox"/>	Oxnard School District
Draw	Architect	<input checked="" type="checkbox"/>	IBI Group
Request (CDR)	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	CM	<input checked="" type="checkbox"/>	CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 060  
 Date: 3/8/23

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event #77 RFI 193/CCD 10 - Trash Enclosure Reinforcement Changes</p> <p>Detail 25/S1102 shows #3 ties are to be wrapped around the HSS 3x3x1/4 posts. However, it was discovered in the field that the configuration would not provide enough rebar spacing. Rebar layout was revised to Detail 25/S1102 per RFI 193 and CCD 10.</p>	<p>\$ 2,541.96</p>
---	--------------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

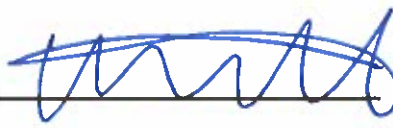
**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	CONSTRUCTION MANAGER CFW Group, Inc.
------------------------------	------------------------	---

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER - Oxnard School District

By:  Date: 9/24/2023

## CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	3-8-2023
Permit Number:	DSA# 03-119284	Change Event No.:	77
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Rick Ostrander - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**  
 Detail 25/S1102 shows #3 ties are to be wrapped around the HSS 3x3x1/4 posts. However, it was discovered in the field that the configuration would not provide enough rebar spacing. Rebar layout was revised to Detail 25/S1102 per CCD 10.  
  
 Ref. Cost Event #77/Contingency Draw #60

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Reyes Masonry Contractors, Inc.	\$	1,537.87	
Vista Steel	\$	824.00	
Inland Labor	\$	118.09	
Inland Insurance	\$	37.20	
Inland Bond	\$	24.80	
		<b>Subtotal B: \$</b>	<b>2,541.96</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*      * N/A for Contingency Draw Requests</b>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	<b>\$</b>	<b>-</b>	<b>Subtotal E: \$</b>
			-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>2,541.96</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

		2023-03-08
Print Name & Title (General Contractor)	Signature	Date

Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 CM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction Contingency Request #: 061  
 200 East Driskill St.  
 Oxnard, CA 93030 Date: 3/20/23

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event #116 RFI 299 - Bldg C Media Center - Louver and Reveal Overlap</p> <p>Provide labor, materials and equipment to provide custom sill flashing as to match the bottoms of the louvers at Bldg C Media Center per RFI 299.</p>	<p>\$ 1,093.28</p>
--	--------------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

CONSTRUCTION MANAGER  
 CFW Group, Inc.

By: Rafael Ramirez By: \_\_\_\_\_ By: \_\_\_\_\_  
 Date: 03/20/2023 Date: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER - Oxnard School District By: \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	3/20/23
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	116
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Provide labor, materials and equipment to provide custom sill flashing as to match the bottoms of the louvers at Bldg C Media Center per RFI 299.

Ref. Cost Event #116/Contingency Draw #61

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Sheet Metal - Field	\$	1,239.97	
Project Support	\$	300.00	
Jobsite Expenses	\$	120.00	
Sales Tax @ 9.25%	\$	9.39	
Warranty Reserve @ 2% (Direct Cost + Subs)	\$	33.39	
Overhead @ 15%	\$	255.41	
		<b>Subtotal B: \$</b>	<b>1,958.16</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b> <span style="float: right;">* N/A for Contingency Draw Requests</span>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
		<b>Grand Total = (A + B + C + D + E)</b>	<b>\$ 1,958.16</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

		3/20/23
Print Name & Title (General Contractor)	Signature	Date

# Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 3/17/2023

Job Name : Rose Ave ES

Extra Work Proposal # : 41

**Description of work:**

Lower Frame Response per BB RFI #299, Louvers do not have flanges.  
 Option A - Custom sill flashing will be provided to match the bottoms of the louvers. Installed by SMEP painted by others. Bottoms will match. Options B - Custom Flat escutcheon Provided by SMEP installed and painted by others. Bottoms and tops will match.

**Pricing Breakdown:**

	Sheet Metal-Field		\$ 1,239.97
	Project Support		\$ 300.00
	Jobsite Expenses		\$ 120.00
OPTION - A	Sales Tax	9.25%	\$ 9.39
	Warranty Reserve (Direct Cost + Subs)	2.00%	\$ 33.39
	<b>TOTAL COST</b>		<b>\$ 1,702.75</b>
	+ Overhead	15%	\$ 255.41
	<b>Total Extra Work Proposal Price</b>		<b>\$ 1,958.31</b>

**Pricing Breakdown:**

	Sheet Metal-Field		\$ 2,378.44
	Project Support		\$ 300.00
	Jobsite Expenses		\$ 120.00
OPTION - B	Sales Tax	9.25%	\$ 9.39
	Warranty Reserve (Direct Cost + Subs)	2.00%	\$ 56.16
	<b>TOTAL COST</b>		<b>\$ 2,863.99</b>
	+ Overhead	15%	\$ 429.60
	<b>Total Extra Work Proposal Price</b>		<b>\$ 3,293.85</b>

Time extension required because of labor added by this change is 1.1 or 2.3 workdays

This proposal includes 9 or 18 straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: \_\_\_\_\_ Waiting for authorization: X

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Joel Cerda**  
 \_\_\_\_\_  
 Project Manager

Date: 3/17/2023

Approved by: \_\_\_\_\_  
 Signature

Date: \_\_\_\_\_



OPTION - A

EWP #: 41  
 Job #: 60040689  
 Job Name: Rose Ave ES

Extra Work Proposal Breakdown



Date: 3/17/2023

SHEET METAL - FIELD INSTALL		UNITS	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
OPTION A			8.0				\$ 126.11	\$ 1,008.88	\$ 100.00	\$ 1,108.88
Field Consumables		2%							\$ 1.50	\$ 1.50
Superintendent		10%	1.0	0.0	0.0	0.0	\$ 129.59	\$ 129.59		\$ 129.59
Sheet Metal Field Totals:			9.0	0.0	0.0	0.0		\$ 1,138.47	\$ 101.50	\$ 1,239.97
PROJECT SUPPORT			HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$		TOTAL \$
Project Managers			2.0				\$ 150.00	\$ 300.00		\$ 300.00
Project Support Totals:			2.0	0.0	0.0	0.0		\$ 300.00	\$ -	\$ 300.00
Jobsite Expenses			# PAGES						RENTAL \$	TOTAL \$
Truck Charge										\$ 120.00
Jobsite Expense Total:								\$ -		\$ 120.00

OPTION - B

EWP #: 41  
 Job #: 60040689  
 Job Name: Rose Ave ES

Extra Work Proposal Breakdown



Date: 3/17/2023

SHEET METAL - FIELD INSTALL		UNITS	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
OPTION A			0.0				\$ -	\$ -	\$ 100.00	\$ 100.00
OPTION B			16.0				\$ 126.11	\$ 2,017.76	\$ -	\$ 2,017.76
Field Consumables		2%							\$ 1.50	\$ 1.50
Superintendent		10%	2.0	0.0	0.0	0.0	\$ 129.59	\$ 259.18		\$ 259.18
Sheet Metal Field Totals:			18.0	0.0	0.0	0.0		\$ 2,276.94	\$ 101.50	\$ 2,378.44
PROJECT SUPPORT			HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$		TOTAL \$
Project Managers			2.0				\$ 150.00	\$ 300.00		\$ 300.00
Project Support Totals:			2.0	0.0	0.0	0.0		\$ 300.00	\$ -	\$ 300.00
Jobsite Expenses			# PAGES						RENTAL \$	TOTAL \$
Truck Charge										\$ 120.00
Jobsite Expense Total:								\$ -		\$ 120.00

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg C Media Center - Louver and Reveal Overlap

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	03/06/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C	<b>DUE DATE:</b>	03/13/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	No	<b>SPEC SECTION:</b>	23 05 00 - Common Work Results for HVAC
<b>DRAWING NUMBER:</b>	A3001C	<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

### Question from Filbert Carbajal (Balfour Beatty) at 08:34 AM on 03/06/2023

In reference to 1/A3001C, louvers are shown lining up to the reveal. However, louvers were unable to move up due to existing structural steel and were not able to move down due to ceiling height and code requirements. Please confirm HVAC louver overlap with exterior reveal will be acceptable.

**Attachments:**

[RFI Louver Reveal Clash.pdf](#)

Awaiting an Official Response

### All Replies:

Per RFI meeting, please provide oversized frame as to align the bottom at both louvers. Please submit drawing for approval.

Ruben R.  
 Arcadis-IBI  
 03/13/2023

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_

# A



Custom 5" sill flashing

Stock 2" sill flashing

# B



## Application

The SFD-445 formed steel drainable blade louver is designed to prevent water penetration in non-wind-driven rain applications by collecting water in frame and blade gutters and channeling it into downspouts and away from airflow paths. The SFD-445 is available in a wide array of painted finishes including custom color matching.

## Standard Construction

**Material:** Galvanized steel.

**Frame:** 4" deep × 20 ga. thick (102 × 1) channel.

**Blades:** 45° × 20 ga. (1) thick drainable style.

**Screen:** 1/2" × 0.063" (12.7 × 1.6) expanded and flattened aluminum.

**Mullion:** Visible.

**Minimum Size:** 12" × 12" (305 × 305)

**Maximum Size:** Single section: 60" × 120" (1524 × 3048)  
120" × 60" (3048 × 1524)  
Multiple section: Unlimited

## Options

- Factory finish:
  - Polyester Powder
  - Baked Enamel
  - Prime Coat
- 1 1/2" (38) flange frame.
- Welded construction.
- Alternate bird or insect screens. (Galvanized Bird screen)
- Insulated or non-insulated blank-off panels.
- Filter racks.
- Hinged frame.
- Head and/or sill flashing.
- Heavy duty 16 ga. (1.6) construction.
- 304 stainless steel construction.

## Ratings

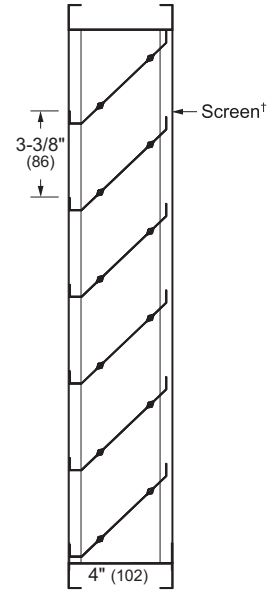
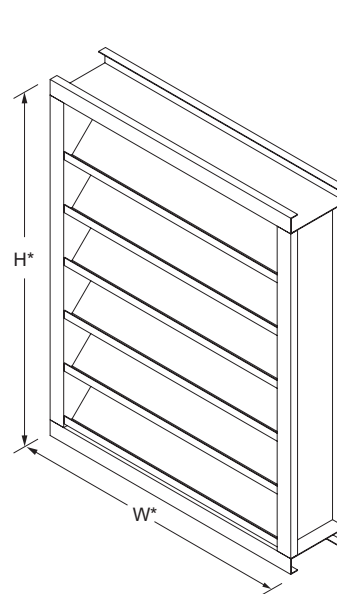
**Free Area:** [48" × 48" (1222 × 1222) unit]: 8.5 ft<sup>2</sup> (0.79 m<sup>2</sup>)  
53.1%

### Performance @ Beginning Point of Water Penetration

**Free Area Velocity:** 715 fpm (3.63 m/s)  
**Air Volume Delivered:** 6,092 cfm (2.88 m<sup>3</sup>/s)  
**Pressure Loss:** 0.11 in.wg. (27 Pa)

**Velocity @ 0.15 in.wg. Pressure Loss:** 850 fpm (4.32 m/s)

**Design Load:** 30 psf



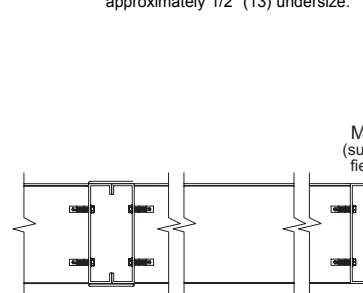
Model **SFD-445**

(standard)

\*Louvers dimensions furnished approximately 1/2" (13) undersize.

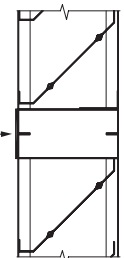
**Vertical Section**

†Screen adds approximately 3/16" (5) to louver depth.

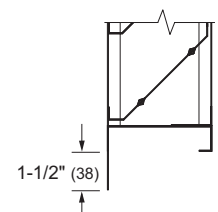


**Vertical Mullion**  
(standard)

Mullion Cover  
(supplied loose for field installation)



**Horizontal Mullion**  
(standard)



**Flange Frame**  
(optional)

## **AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Rose Avenue Elementary School Reconstruction ("Project") for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

### **AMENDMENT**

The Parties agree to revise the following language to SECTION 1 of the Agreement:

**H. Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents (\$1,695,042.00)**, and, (2) Sublease Payments in the amount of **\$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

The Parties agree to add the following language to SECTION 5 of the Agreement:

### **SECTION 12. PERSONNEL ASSIGNMENT**

A. Contractor shall assign **Leon Cavallo** as Project Manager/Superintendent for the Project. So long as **Leon Cavallo** 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.

**APPROVED:**

**Balfour Beatty Construction, LLC:**



*Signature*

Brian H. Cahill President, California Division  
*Typed Name/Title*

09/28/2021  
*Date*

**OXNARD SCHOOL DISTRICT:**



*Signature*

Lisa A. Franz, Director, Purchasing  
*Typed Name/Title*

10-7-2021  
*Date*



**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

**EXHIBIT A**

Scope of Work

**DRAWINGS**

Plan Sheets Prepared by IBI Architects, Architects Project No 109990, DSA No 03-119284, DSA Approval July 10, 2019

**PROJECT DESCRIPTION**

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1**, (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2**, (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**.

**Contract Documents Listed**

**1. Specifications**

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification

23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

## 2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
GENERAL	G1100A	BUILDING A - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100B	BUILDING B - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100C	BUILDING C - CODE ANALYSIS FIRST FLOOR PLAN
GENERAL	G1101C	BUILDING C - CODE ANALYSIS SECOND FLOOR PLAN
GENERAL	G1200	LIFE AND SAFETY
CIVIL	C101	TITLE SHEET AND GENERAL NOTES
CIVIL	C201	TYPICAL DETAILS
CIVIL	C202	TYPICAL DETAILS
CIVIL	C203	TYPICAL DETAILS
CIVIL	C301	DEMOLITION PLAN
CIVIL	C302	DEMOLITION PLAN
CIVIL	C400	OVERALL SITE
CIVIL	C401	GRADING PLAN
CIVIL	C402	GRADING PLAN
CIVIL	C403	GRADING PLAN
CIVIL	C404	GRADING PLAN
CIVIL	C405	GRADING PLAN
CIVIL	C406	GRADING PLAN
CIVIL	C407	GRADING PLAN
CIVIL	C408	GRADING PLAN
CIVIL	C409	GRADING PLAN
CIVIL	C501	GRADING PLAN
CIVIL	C502	UTILITY PLAN
CIVIL	C601	UTILITY PLAN
LANDSCAPE	L1.01	EROSION GONTROL PLAN
LANDSCAPE	L1.02	LANDSCAPE CONSTRUCTION PLAN
LANDSCAPE	L1.03	PLANTING PLAN
LANDSCAPE	L2.01	PLANTING PLAN
LANDSCAPE	L2.02	IRRIGATION PLAN
LANDSCAPE	L3.01	IRRIGATION PLAN
LANDSCAPE	L3.02	LANDSCAPE DETAILS
ARCHITECTURAL	A1100	LANDSCAPE DETAILS
ARCHITECTURAL	A1201	OVERALL SITE PLAN
ARCHITECTURAL	A1202	SITE ENLARGED PLAN - NORTH-EAST
ARCHITECTURAL	A1203	SITE ENLARGED PLAN - SOUTH-EAST
ARCHITECTURAL	A1204	SITE ENLARGED PLAN - SOUTH-WEST
ARCHITECTURAL	A1301	SITE ENLARGED PLAN - NORTH-WEST

ARCHITECTURAL	A1302	ENLARGED SERVICE YARDS ENLARGED PLAYGROUNDS
ARCHITECTURAL	A1303	ENLARGED SERVICE YARDS AND CANOPY
ARCHITECTURAL	A2310A	BUILDING A - FLOOR PLANS AND ENLARGED PLANS
ARCHITECTURAL	A2311A	BUILDING A - FLOOR FINISH PLAN
ARCHITECTURAL	A2710A	BUILDING A - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810A	BUILDING A - ROOF PLAN
ARCHITECTURAL	A3001A	BUILDING A - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001A	BUILDING A - SECTIONS
ARCHITECTURAL	A4010A	BUILDING A - WALL SECTIONS
ARCHITECTURAL	A6010A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6013A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A9101A	BUILDING A - ROOM FINISH, DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310B	BUILDING B - FLOOR PLAN
ARCHITECTURAL	A2311B	BUILDING B - DIMENSION FLOOR PLAN
ARCHITECTURAL	A2312B	BUILDING B - FLOOR FINISH PLAN
ARCHITECTURAL	A2710B	BUILDING B - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810B	BUILDING B - ROOF PLAN
ARCHITECTURAL	A3001B	BUILDING B - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001B	BUILDING B - SECTIONS
ARCHITECTURAL	A4010B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A4011B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A5010B	BUILDING B - PARTIAL FLOOR PLANS
ARCHITECTURAL	A6010B	BUILDING B INTERIOR ELEVATIONS
ARCHITECTURAL	A6011B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A8601	OPENINGS
ARCHITECTURAL	A9101B	BUILDING B - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201B	BUILDING B - DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310C	BUILDING C - FIRST FLOOR PLAN - NORTH
ARCHITECTURAL	A2311C	BUILDING C - FIRST FLOOR PLAN - SOUTH
ARCHITECTURAL	A2312C	BUILDING C - FIRST FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2313C	BUILDING C - FIRST FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2314C	BUILDING C - FIRST FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2315C	BUILDING C - FIRST FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2320C	BUILDING C - SECOND FLOOR PLAN - NORTH
ARCHITECTURAL	A2321G	BUILDING C - SECOND FLOOR PLAN - SOUTH
ARCHITECTURAL	A2322C	BUILDING C - SECOND FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2323C	BUILDING C - SECOND FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2324C	BUILDING C - SECOND FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2325C	BUILDING C - SECOND FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2710C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - NORTH



ARCHITECTURAL	A2711C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2720C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - NORTH
ARCHITECTURAL	A2721C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2810C	BUILDING C - ROOF PLAN - NORTH
ARCHITECTURAL	A2811C	BUILDING C - ROOF PLAN - SOUTH
ARCHITECTURAL	A3001C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3002C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3003C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001C	BUILDING C - SECTIONS
ARCHITECTURAL	A4002C	BUILDING C – SECTIONS
ARCHITECTURAL	A4010C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A4011C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A5001C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A5002C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A6010C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012C	BUILDING C - Interior ELEVATIONS
ARCHITECTURAL	A6013C	BUILDING C INTERIOR ELEVATIONS
ARCHITECTURAL	A6014C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6015C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6016C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A9101C	BUILDING C - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201C	BUILDING C - DOOR SCHEDULES
ARCHITECTURAL	A9202C	BUILDING C - WINDOW SCHEDULE
ARCHITECTURAL	A8001	SITE DETAILS
ARCHITECTURAL	A8002	SITE DETAILS
ARCHITECTURAL	A8003	SITE DETAILS
ARCHITECTURAL	A8100	PLAN DETAILS
ARCHITECTURAL	A8200	WALL TYPES
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A8300	CEILING DETAILS
ARCHITECTURAL	A8400	ROOF DETAILS
ARCHITECTURAL	A8401	ROOF DETAILS
ARCHITECTURAL	A8402	ROOF DETAIL AND RUNNEL DETAILS
ARCHITECTURAL	A8500	INTERIOR DETAILS
ARCHITECTURAL	A8501	INTERIOR DETAILS
ARCHITECTURAL	A8600	OPENING DETAILS
ARCHITECTURAL	A8601	OPENING DETAILS
ARCHITECTURAL	A8602	OPENING DETAILS
ARCHITECTURAL	A8700	ACCESSIBILITY DETAILS
ARCHITECTURAL	A8800	STAIR & GUARDRAIL DETAILS
STRUCTURAL	S0001	STRUCTURAL NOTES
STRUCTURAL	S0002	STRUCTURAL NOTES
STRUCTURAL	S0003	STRUCTURAL NOTES

STRUCTURAL	S1101	TYP. FOUNDATION DETAILS
STRUCTURAL	S1102	TRASH ENCLOSURE
STRUCTURAL	S1103	SITE DETAILS
STRUCTURAL	S2111A	BUILDING A - FOUNDATION PLAN
STRUCTURAL	S2711A	BUILDING A - CEILING FRAMING PLAN
STRUCTURAL	S2811A	BUILDING A - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812A	BUILDING A ROOF FRAMING PLAN
STRUCTURAL	S3201A	BUILDING A - FRAME ELEVATION
STRUCTURAL	S9101A	BUILDING A - SCHEDULES
STRUCTURAL	S2111B	BUILDING B - FOUNDATION PLAN
STRUCTURAL	S2711B	BUILDING B - CEILING FRAMING PLAN
STRUCTURAL	S2811B	BUILDING B - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812B	BUILDING B - ROOF FRAMING PLAN
STRUCTURAL	S3201B	BUILDING B - FRAME ELEVATIONS
STRUCTURAL	S9101B	BUILDING B - SCHEDULES
STRUCTURAL	S2111C	BUILDING C - FOUNDATION PLAN
STRUCTURAL	S2112C	BUILDING C - FOUNDATION PLAN SOUTH
STRUCTURAL	S2311C	BUILDING C - FLOOR FRAMIING PLAN - NORTH
STRUCTURAL	S2312C	BUILDING C - FLOOR FRAMING PLAN - SOUTH
STRUCTURAL	S2711C	BUILDING C - FIRST FLOOR CEIING FRAMING PLAN - NORTH
STRUCTURAL	S2712C	BUILDING C - FIRST FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2713C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - NORTH
STRUCTURAL	S2714C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2811C	BUILDING C - ROOF FRAMING PLAN - NORTH
STRUCTURAL	S2812C	BUILDING C - ROOF FRAMING PLAN - SOUTH
STRUCTURAL	S3201C	BUILDING C - FRAI\IE ELEVATIONS
STRUCTURAL	S3202C	BUILDING C - FRAME ELEVATIONS
STRUCTURAL	S9101C	BUILDING C - SCHEDULES
STRUCTURAL	S5001	STAIR FRAMING AND DETAILS
STRUCTURAL	S5002	STRUCTURAL DETAILS
STRUCTURAL	S8011	TYP. FOUNDATION DETAILS
STRUCTURAL	S8012	FOUNDATION DETAILS
STRUCTURAL	S8013	FOUNDATION DETAILS
STRUCTURAL	S8111	DECK DETAILS
STRUCTURAL	S8112	FRAMING DETAILS
STRUCTURAL	S8113	FRAMING DETAILS
STRUCTURAL	S8114	FRAMING DETAILS
STRUCTURAL	S8211	STEEL DETAILS
STRUCTURAL	S8212	W.S.M.F. DETAILS
STRUCTURAL	S8213	SIMPSON YIELD LINK DET
STRUCTURAL	S8311	AIL LIGHT GAGE DETAILS
STRUCTURAL	S8312	LIGHT GAGE DETAILS
STRUCTURAL	S8313	STRUCTURAL DETAILS
STRUCTURAL	S8314	LIGHT GAGE DETAILS

STRUCTURAL	S8411	STRUCTURAL DETAILS SPRINKLER BRACING
PLUMBING	P1001	PLUMBING GENERAL NOTES, ABBREVIATIONS, & SHEET INDEX
PLUMBING	P1002	PLUMBING SIZING CALCULATIONS
PLUMBING	P1003	PLUMBING SCHEDULES
PLUMBING	FP1004	FIRE PROTECTION SITE PLAN
PLUMBING	P1004	PLUMBING SITE PLAN
PLUMBING	P2311A	BUILDING A - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312A	BUILDING A - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313A	BUILDING A - PLUMBING ENLARGED PLANS
PLUMBING	P2314A	BUILDING A - PLUMBING ROOF PLAN
PLUMBING	F2311A	BUILDING A - FIRE PROTECTION PLAN
PLUMBING	P2311B	BUILDING B - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312B	BUILDING B - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313B	BUILDING B - PLUMBING ENLARGED PLANS
PLUMBING	P2314B	BUILDING B - KITCHEN ENLARGED PLANS
PLUMBING	P2315B	BUILDING B - PLUMBING ROOF PLAN
PLUMBING	F2311B	BUILDING B - FIRE PROTECTION PLAN
PLUMBING	P2311C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 2
PLUMBING	P2313C	BUILDING C - DOMESTIC WATER ENLARGED PLANS
PLUMBING	P2321C	BUILDING C - SANITARY PLAN - LEVEL 1
PLUMBING	P2322C	BUILDING C - SANITARY PLAN - LEVEL 2
PLUMBING	P2323C	BUILDING C - SANITARY ENLARGED PLANS
PLUMBING	P2324C	BUILDING C - PLUMBING ROOF PLAN
PLUMBING	F2311C	BUILDING C - FIRE PROTECTION - LEVEL 1
PLUMBING	F2312C	BUILDING C - FIRE PROTECTION - LEVEL 2
PLUMBING	P4101	PLUMBING DETAILS
PLUMBING	P4102	PLUMBING DETAILS
PLUMBING	P4103	PLUMBING DETAILS
PLUMBING	P4104	SITE GAS RISERS DIAGRAM
PLUMBING	FP4101	FIRE PROTECTION DETAILS
PLUMBING	FP4102	FIRE PROTECTION
MECHANICAL	M1001	GENERAL NOTES
MECHANICAL	M1002	SYMBOLS & ABBREVIATIONS
MECHANICAL	M1003	MECHANICAL SCHEDULE
MECHANICAL	M1004	MECHANICAL SCHEDULE
MECHANICAL	M2311A	BUILDING A - MECHANICAL FLOOR PLAN
MECHANICAL	M2312A	BUILDING A - REFRIGERATION PIPING FIRST FLOOR PLAN
MECHANICAL	M2321A	BUILDING A - MECHANICAL ROOF PLAN
MECHANICAL	M2311B	BUILDING B - MECHANICAL FLOOR PLAN
MECHANICAL	M2321B	BUILDING B - MECHANICAL ROOF PLAN
MECHANICAL	M2322B	BUILDING B - MECHANICAL 3D SECTIONS
MECHANICAL	M2311C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 1
MECHANICAL	M2321C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 2

MECHANICAL	M2322C	BUILDING C - TYPICAL ENLARGED CLASSROOM MECHANICAL PLAN
MECHANICAL	M3101	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3102	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3103	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3104	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3105	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3106	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3107	CLASSROOM\I BLDG VRF SYSTEM
MECHANICAL	M3108	ADMIN BLDG VBF SYSTEM
MECHANICAL	M4101	MECHANICAL DETAILS
MECHANICAL	M4102	MECHANICAL DETAILS
MECHANICAL	M4103	MECHANICAL DETAILS
MECHANICAL	M4104	MECHANICAL DETAILS
MECHANICAL	M4105	MECHANICAL DETAILS
MECHANICAL	M4106	MECHANICAL DETAILS
MECHANICAL	M4107	MECHANICAL DETAILS
MECHANICAL	M4108	I\IECHANICAL DETAILS
MECHANICAL	IVI5101	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5102	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5103	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5104	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5105	NORTH CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5106	NORTH CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5107	MEDIA CENTER BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5108	MEDIA CENTER BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5109	MPR BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5110	MPR BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5111	ADMINISTRATION BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5112	ADMINISTRATION BLDG T24 COMPLIANCE REPORT
ELECTRICAL	E0001	GENERAL NOTES, ABBREVIATIONS, & SHEET INDEX
ELECTRICAL	E0002	ELECTRICAL SYMBOL LIST
ELECTRICAL	E0003	FIRE ALARM SYMBOL LIST6
ELECTRICAL	E0004	LIGHTING FIXTURE SCHEDULE
ELECTRICAL	E0005	CABLE SCHEDULE
ELECTRICAL	E0006	MECHANICAL SCHEDULE
ELECTRICAL	E1001	SITE LIGHTING PLAN
ELECTRICAL	E1002	SITE LIGHTING CALC NORMAL PLAN
ELECTRICAL	E1003	SITE LIGHTING CALC EGRESS PLAN
ELECTRICAL	E1004	SITE POWER PLAN
ELECTRICAL	E1005	SITE SIGNAL PLAN
ELECTRICAL	E2311A	BUILDING A FIRST FLOOR POWER PLAN
ELECTRICAL	E2321A	BUILDING A - ROOF POWER PLAN
ELECTRICAL	E2411A	BUILDING A FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511A	BUILDING A - FIRST FLOOR SIGNAL PLAN

ELECTRICAL	E2711A	BUILDING A - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712A	BUILDING A - FIRST FLOOR LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713A	BUILDING A - FIRST FLORR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011A	BUILDING A - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311B	BUILDING B - FIRST FLOOR POWER PLAN
ELECTRICAL	E2321B	BUILDING B - ROOF POWER PLAN
ELECTRICAL	E2411B	BUILDING B FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511B	BUILDING B - FIRST FLOOR SIGNAL PLAN
ELECTRICAL	E2711B	BUILDING B - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712B	BUILDING B - LIGHTING CLAC NORMAL PLAN
ELECTRICAL	E2713B	BUILDING B - FIRST FLOOR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011B	BUILDING B - ENLARGED FOOD SERVICE PLAN
ELECTRICAL	E5012B	BUILDING B - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311C	BUILDING C - LEVEL 1 POWER PLAN
ELECTRICAL	E2321C	BUILDING C - LEVEL 2 POWER PLAN
ELECTRICAL	E2411C	BUILDING C - FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2421C	BUILDING C - LEVEL 2 FIRE ALARM PLAN
ELECTRICAL	E2511C	BUILDING C - LEVEL 1 SIGNAL PLAN
ELECTRICAL	E2521C	BUILDING C - LEVEL 2 SIGNAL PLAN
ELECTRICAL	E2711C	BUILDING C - LEVEL 1 LIGHTING PLAN
ELECTRICAL	E2712C	BUILDING C - LEVEL 1 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713C	BUILDING C - LEVEL 1 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E2721C	BUILDING C - LEVEL 2 LIGHTING PLAN
ELECTRICAL	E2722C	BUILDING C - LEVEL 2 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2723C	BUILDING C - LEVEL 2 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011C	BUILDING C - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E4001	SINGLE LINE DIAGRAM
ELECTRICAL	E4002	SIGNAL & SECURITY SYSTEM BLOCK RISER DIAGRAM
ELECTRICAL	E4003	SIGNAL RISER DIAGRAM
ELECTRICAL	E4004	SECURITY SYSTEM RISER DIAGRAM
ELECTRICAL	E4005	TYPICAL CLASSROOM AV RISER DIAGRAM
ELECTRICAL	E4006	FIRE ALARM RISER DIAGRAM
ELECTRICAL	E4007	FIRE ALARM VOLTAGE DROP CALCULATIONS
ELECTRICAL	E4008	FIRE ALARM BATTERY CALCULATIONS
ELECTRICAL	E8001	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8002	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8003	ELECTRICAL DETAILS - PENETRATION
ELECTRICAL	EB004	ELECTRICAL DETAILS - GROUNDING
ELECTRICAL	E8005	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8006	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8007	ELEGTRICAL DETAILS – FIRE ALARM
ELECTRICAL	E8008	ELECTRICAL DETAILS - FIRE ALARM
ELECTRICAL	E8009	ELECTRICAL DETAILS - MISCELLANEOUS
ELECTRICAL	E8010	ELECTRICAL DETAILS - SIGNAL

ELECTRICAL	E9001A	BUILDING A - PANEL SCHEDULES
ELECTRICAL	E9002A	BUILDING A - PANEL SCHEDULES
ELECTRICAL	E9001B	BUILDING B - PANEL SCHEDULES
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ELECTRICAL	E9001C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9002C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9003C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9101	SITE TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9102	BUILDING A - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9103	BUILDING A - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9104	BUILDING B - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9105	BUILDING B - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9106	BUILDING C - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9107	BUILDING C - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9108	ELECTRICAL POWER DISTRIBUTION TITLE 24 COMPLIANCE FORMS
FOOD SERVICES	FS-100B	BUILDING B - SYMBOLS, NOTES, & INDEX
FOOD SERVICES	FS-101B	BUILDING B - EQUIPMENT FLOOR PLAN
FOOD SERVICES	FS-102B	BUILDING B - EQUIPMENT ROOF PLAN
FOOD SERVICES	FS-201B	BUILDING B - EQUIPMENT SCHEDULE
FOOD SERVICES	FS-301B	BUILDING B - PLUMBING PLAN
FOOD SERVICES	FS-401B	BUILDING B - ELECTRICAL PLAN
FOOD SERVICES	FS-501B	BUILDING B - REFRIGERATION & CONDUIT PLAN
FOOD SERVICES	FS-502B	BUILDING B - REFRIGERATION DETAILS
FOOD SERVICES	FS-601B	BUILDING B - BUILDING WORKS & EXHAUST PLAN
FOOD SERVICES	FS-602B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-603B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-604B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-605B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-701B	EQUIPMENT
FOOD SERVICES	FS-801B	BUILDING B - CONSTRUCTION DETAILS
FOOD SERVICES	FS-802B	SMACNA DETAILS
FOOD SERVICES	FS-803B	EQUIPMENT SECTIONS

3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings

- A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.
- B. 2003-03-24 Interim Portables, 16 pages.
- C. 2006-12-21 MA Mod Record, 92 pages.
- D. 2009-09 FA Drawings Non-DSA, 10 pages.
- E. Rose ES Drawings\_Health Department II-20190515, 70 pages.
- F. Rose ES Health Department Permit to construct, 6 pages.
- G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports

- A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.
- B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.
- C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.
- D. CTE Rose Elementary School Geotech Report\_r1 2017-11-27, 218 pages.
- E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.
- F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches

- A. SK-1 Daktronics GS6 Elevation, 9 pages.
- B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.
- C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.

- D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.
  - E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.
  - F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.
7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.
8. Logistics Plan & Safety Plan
- A. Rose Ave ES Hardscape Phasing Plan, 1 page.
  - B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.
  - C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.
  - D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.
  - E. Rose Ave ES Safety Plan, 1 page.
  - F. Rose Ave ES Stair Tower Logistics Plan, 1 page.
9. Addenda
- A. Addendum 1A 2021-06-16, 77 pages.
  - B. Addendum 1B 2021-06-16, 75 pages.
  - C. Addendum 1C 2021-06-16, 54 pages.
  - D. Addendum 2 2021-06-24, 93 pages.
  - E. Addendum 3A 2021-07-08, 219 pages.



F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**  
**EXHIBIT B**

See Site Lease Agreement #17-159 previously executed on November 17, 2017

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

## **SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.
- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

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to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
  
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
  
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
  
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
  
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
  
- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
  
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

## **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

## **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

## **SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

**SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

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Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the



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competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

### **SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

## **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

**SECTION 11. NOT USED**

**SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign \_\_\_\_\_ as Project Manager/Superintendent for the Project. So long as \_\_\_\_\_ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

**SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

**SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

**SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

**SECTION 17. USE OF PREMISES**

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Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

### **SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

## **SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

## **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to



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be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

### **SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

### **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

### **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC  
10620 Treena St., Suite 300  
San Diego, CA 92131  
Attn: Dennis Kuykendall

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,  
Garcia Hernandez Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
1901 South Victoria Avenue, Suite 106  
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

#### **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

#### **SECTION 27. HEADINGS**

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

#### **SECTION 28. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

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they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

**SECTION 31. SEVERABILITY**

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

## EXHIBIT B

### Oxnard School District – Rose Avenue Elementary School Reconstruction

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

## 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

## 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

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review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

#### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

#### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

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of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOB) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.


### 7. Schedule for Pre-Construction Services.

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
  
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

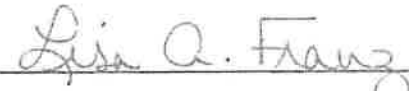
CONTRACTOR

Balfour Beatty Construction, LLC  
10620 Trenea St., Suite 300  
San Diego, CA 92131

By:   
Name/Title: Brian Cahill, President, California Division  
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, CA 93030

By:   
Name/Title: Lisa A. Franz, Director, Purchasing  
Date: 11-7-17



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

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

**Ratification of Allocations of Contract Contingency #009 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

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The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), (2) Sublease Payments in the amount of \$173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Contractor Contingency Allowance is in the amount of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying document list all the account draws approved to date for the Contractor Contingency.

Fund activity is as follows:

Contractor Contingency Allocation Approval: This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00). There have been allocations totaling Two Hundred Seventy-Four Thousand Eight Hundred Twenty-Five Dollars and Twenty-Six Cents (\$274,825.26) leaving a fund balance of Five Hundred Twenty-

Two Thousand Eight Hundred Forty-One Dollars and Seventy-Four Cents (\$522,841.74).

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #009 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

**ADDITIONAL MATERIALS:**

**Attached:** [Contractor Contingency Allocation #009 \(2 Pages\)](#)

[CDR 75 - CE 126 \(9 Pages\)](#)

[CDR 92 R1 - CE 166 \(12 Pages\)](#)

[Amendment #001 \(21 Pages\)](#)

[Agreement #17-158, Balfour Beatty Construction LLC \(22 Pages\)](#)



# CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: 04/17/2024

Contractor Contingency Approval No. 009

PROJECT: Rose Ave. ES K-5 Reconstruction  
O.S.D. BID No. N/A  
O.S.D. Agreement No. 17-158

OWNER: Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

ARCHITECT: IBI/Arcadis  
537 South Broadway  
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC  
13520 Evening Creek Dr. North #270  
San Diego CA 92128

Architects Proj. No.: 109990  
D.S.A. File No.: 56-22  
D.S.A. App. No.: 03-119284

Attn: Dennis Kuykendall

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM PER GMP.....	\$ 797,667.00
NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS.....	\$ (264,353.21)
ADJUSTED CONTINGENCY SUM.....	\$ 533,313.79
<b>NET CHANGE – ALLOCATION #009</b> .....	<b>\$ (10,472.05)</b>
Total Allocations to Date: .....	\$ (274,825.26)
<b>ADJUSTED CONTINGENCY SUM THROUGH NO #009.....</b>	<b>\$ 522,841.74</b>

Commencement Date: .....November 1, 2021  
Original Completion Date: .....October 5, 2023  
Original Contract Time: .....705 Calendar Days  
Time Extension for all Previous Change Orders: .....97 Days  
Time Extension for this Change Order: .....0 Days  
Adjusted Completion Date: .....January 12, 2024

Item	Description	Additional Cost related to Bid/Buyout	Conflicts Discrepancies or Errors in Documents	Additional Work Required by IOR or Other Agency not in Plans	Other Item Agreed to by District and Contractor
1.	CDR #75 – Relocation of recessed fire extinguisher cabinets			\$2,531.06	
2.	CDR #92R1 – Add pony wall and roofing to close gap at Bldg C			\$7,940.99	
3.					
	Totals			\$10,472.05	

Total Contractor Contingency Allocation Approval No. 009 ..... \$ 10,472.05

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**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	4-28-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	126
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #126/Contingency Draw Request #075 - Bldg C South Kindergarten Recessed Cabinets for Fire Extinguishers

Provide labor, materials and equipment to relocate the Fire Extinguisher openings at 6 kindergarten classrooms locations (1- 509, 1-515, 1-516, 1-521, 1-522, and 1-527) per CFW email dated 4/6/23.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Premier Drywall (Labor)	\$	1,992.12	
Premier Drywall (Mat. & Equip)	\$	208.80	
Premier Drywall (O&P @ 15%)	\$	330.14	
		<b>Subtotal B: \$</b>	<b>2,531.06</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
		<b>Grand Total = (A + B + C + D + E)</b>	<b>\$ 2,531.06</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 \_\_\_\_\_  
 Print Name & Title (General Contractor)

 2023-04-28  
 \_\_\_\_\_  
 Signature Date



Division of Pre Con Industries, Inc  
PO Box 5728

Toll Free: 1800.928.6650  
Direct: 805.928.3397  
Fax: 805.928.0977

License #809679

# Change in Plans and Specifications

To: Rafael Alamillo

Company: Balfour Beatty

Fax:

From: James Pedretti

Date: 4/27/2023

Project: Rose Avenue K-5 School

Page: 2

CE#35

Description Of Work: Per Direction of Balfour Beatty and under CE #126, we relocated and patched Fire Extinguisher cabinets in C South Kindergarden classes. This work was tracked under our ticket #'s 12363, 12364, 12366.

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

**Description Of Work: Per Direction of Balfour Beatty and under CE #126, we relocated and patched Fire Extinguisher cabinets in C South Kindergarden classes. This work was tracked under our ticket #'s 12363, 12364, 12366.**

Labor:	\$	1,992.12
Materials & Equip:	\$	208.80
Overhead/Profit 15%:	\$	330.14

**Total Amount: \$ 2,531.06**

**\*Please sign and fax back to continue with material order\***

For which an add of \$ **2,531.06** is made to contract price and an additional (1) work day(s) is added to scope.

CHANGE AUTHORIZED BY:

Signed \_\_\_\_\_

Dated \_\_\_\_\_

**CONFIDENTIAL**





Fire extinguisher kindergarten.

# Premier DRYWALL

P.O. Box 5728  
Santa Maria, CA 93456-5728  
Telephone: (805) 928-3397  
Fax: (805) 928-0977  
LICENSE # 809679

Date: 4/06/23  
 Job: Rose Ave  
 Job #: 5390  
 No. 12363

Tim to verify?

## AUTHORIZATION TO PERFORM EXTRA WORK

### Part A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

We start to relocate Fire Extinguisher openings  
in Building C south Kindergarten classrooms per  
Balfour Beatty request. CE#126

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

### AUTHORIZED BY

(Name of Co.) Balfour Beatty

ORDER REFERENCE .....  
(Address) \_\_\_\_\_

### PART B.

Authorizing Signature: X 102 Tim Holt  
OBSERVATION OF TIME & MATERIAL ONLY  
NO COST IMPLIED.

### MATERIALS: (Description):

5 studs 6"x8"x18 ga. 2 guys Carpenters

1 - Gustavo fernandez - 4 hrs  
2 - Ernesto Padilla - 4 hrs  
1 - labor - Jesus Ruiz - 1 hr.

### LABOR:

1 Hrs. Foreman      8 Hrs. Drywall Carpenter      1 Hrs. Laborers

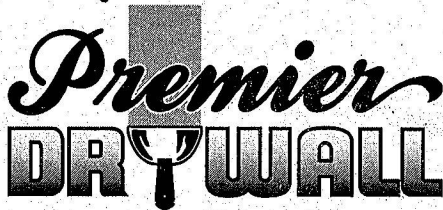
\_\_\_\_\_ Hrs. Drywall Taper

### EQUIPMENT:

\_\_\_\_\_ Hrs. Zoom Boom      \_\_\_\_\_ Hrs. Laser      \_\_\_\_\_ Hrs. Mig/ARC welder  
 \_\_\_\_\_ Hrs. Fork Lift      \_\_\_\_\_ Hrs. Saw      \_\_\_\_\_ Hrs. Scissor Lift  
 \_\_\_\_\_ Hrs. Truck      \_\_\_\_\_ Hrs. Blades      \_\_\_\_\_ Hrs. Misc. Equipment

COMPLETED BY: \_\_\_\_\_  
Premier Drywall

Part A of this form must be completed BEFORE work is done.



P.O. Box 5728  
Santa Maria, CA 93456-5728  
Telephone: (805) 928-3397  
Fax: (805) 928-0977  
LICENSE # 809679

Date: 4/10/23  
Job: Rose Ave W-5  
Job #: 5390  
No. 12364

Tim to verify?

**AUTHORIZATION TO PERFORM EXTRA WORK**

**Part A.**

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

We keep working in Bldg C South Kindergarten  
Area we doing taping coating fire extinguishers & openings  
CE # 126

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

**AUTHORIZED BY**

(Name of Co.) \_\_\_\_\_

ORDER REFERENCE.....

(Address) \_\_\_\_\_

**PART B.**

Authorizing Signature: Timothy [Signature]

OBSERVATION OF TIME & MATERIAL ONLY  
NO COST IMPLIED

**MATERIALS:** (Description):

2 bag hot Mud 40'mn      1 - Gustavo fernandez (Carpenter)  
1 Roll Paper tape      1 - Taper - Juan A. Ojeda.  
1 box Regular Mud TNT

**LABOR:**

1 Hrs. Foreman      2 Hrs. Drywall Carpenter      \_\_\_\_\_ Hrs. Laborers  
6 Hrs. Drywall Taper

**EQUIPMENT:**

\_\_\_\_\_ Hrs. Zoom Boom      \_\_\_\_\_ Hrs. Laser      \_\_\_\_\_ Hrs. Mig/ARC welder  
\_\_\_\_\_ Hrs. Fork Lift      \_\_\_\_\_ Hrs. Saw      \_\_\_\_\_ Hrs. Scissor Lift  
\_\_\_\_\_ Hrs. Truck      \_\_\_\_\_ Hrs. Blades      \_\_\_\_\_ Hrs. Misc. Equipment

COMPLETED BY: [Signature]  
Premier Drywall

**Part A** of this form must be completed **BEFORE** work is done.



P.O. Box 5728  
 Santa Maria, CA 93456-5728  
 Telephone: (805) 928-3397  
 Fax: (805) 928-0977  
 LICENSE # 809679

Date: 4/13/23  
 Job: ROSE AVE K-5  
 Job #: 5390  
 No. 12366

**AUTHORIZATION TO PERFORM EXTRA WORK**

**Part A.**

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

We keep working in Building C South. Kindergarten area. we doing Final coat at the Fire Extinguishers opening per CE # 126

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

**AUTHORIZED BY**

(Name of Co.) Balfour Beatty

ORDER REFERENCE..... (Address) \_\_\_\_\_

**PART B.**

Authorizing Signature: 102 Tim Hoff

**VERIFIED TIME & MATERIAL ONLY  
 NO COST IMPLIED**

**MATERIALS:** (Description):

1 box TWT Light Mud

One guy only  
Juan A Ojeda

**LABOR:**

1 Hrs. Foreman \_\_\_\_\_ Hrs. Drywall Carpenter \_\_\_\_\_ Hrs. Laborers \_\_\_\_\_

4 Hrs. Drywall Taper

**EQUIPMENT:**

\_\_\_\_\_ Hrs. Zoom Boom \_\_\_\_\_ Hrs. Laser \_\_\_\_\_ Hrs. Mig/ARC welder

\_\_\_\_\_ Hrs. Fork Lift \_\_\_\_\_ Hrs. Saw \_\_\_\_\_ Hrs. Scissor Lift

\_\_\_\_\_ Hrs. Truck \_\_\_\_\_ Hrs. Misc. Equipment

COMPLETED BY: \_\_\_\_\_

Premier Drywall

**Part A of this form must be completed BEFORE work is done.**

## Carbajal, Filbert

---

**From:** Rick Ostrander <rostrander@cfwinc.com>  
**Sent:** Thursday, April 6, 2023 12:01  
**To:** Jim Pedretti; Alamillo, Rafael  
**Cc:** ruben.ruiz@IBIGroup.com; Janvi Kanani; Kuykendall, Dennis; Craig Atkinson; Ricky Leon; Garcia, Alex; Carbajal, Filbert; Miller, Dana; Victor Alcantar  
**Subject:** RE: CE#126 - Bldg. C- South Kindergarten Classrooms Fire Extinguisher openings Relocation

External Email

Jim and Rafael,

This email is to confirm the agreement that the work associated with relocating the fire extinguisher cabinet frame-out is to be done on a time and material basis. Please have the IOR sign the daily time tickets. Call if you have any questions.

Regards,



**Rick Ostrander**  
*Senior Program Manager*  
Caldwell Flores Winters, Inc.  
521 N. 1st Avenue, Arcadia, CA 91006  
Office: (626) 829-8300  
Direct: (626) 829-8322  
[rostrander@cfwinc.com](mailto:rostrander@cfwinc.com)  
[www.cfwinc.com](http://www.cfwinc.com)

---

**From:** Jim Pedretti <jpedretti@premierdrywall.net>  
**Sent:** Thursday, April 6, 2023 11:21 AM  
**To:** Alamillo, Rafael <RALamillo@Balfourbeattyus.com>; Rick Ostrander <rostrander@cfwinc.com>  
**Cc:** ruben.ruiz@IBIGroup.com; Janvi Kanani <Janvi.Kanani@IBIGroup.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Craig Atkinson <Craig.Atkinson@IBIGroup.com>; Ricky Leon <rleon@oxnardsd.org>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Miller, Dana <dmiller@oxnardsd.org>; Victor Alcantar <valcantar@premierdrywall.net>  
**Subject:** RE: CE#126 - Bldg. C- South Kindergarten Classrooms Fire Extinguisher openings Relocation

Rafael,

Victor told me that you want him to start these fire extinguishers on T&M, however it looks like, from the email below, that you haven't been given direction or confirmation. Did that come through on an email I haven't gotten? Let me know how you want us to proceed.

Thank you,

**James Pedretti**  
Sr. Project Manager  
805-610-0018



**Division of Pre Con Industries, Inc.**

License#809679

P.O. Box 5728

Santa Maria, CA 93456-5728

Tel: (805) 928-3397 Ext. 113

Fax: (805) 345-3148

---

**From:** Alamillo, Rafael <[RALamillo@Balfourbeattyus.com](mailto:RALamillo@Balfourbeattyus.com)>

**Sent:** Wednesday, April 5, 2023 5:04 PM

**To:** Rick Ostrander <[rostrander@cfwinc.com](mailto:rostrander@cfwinc.com)>

**Cc:** [ruben.ruiz@IBIGroup.com](mailto:ruben.ruiz@IBIGroup.com); Janvi Kanani <[Janvi.Kanani@IBIGroup.com](mailto:Janvi.Kanani@IBIGroup.com)>; Kuykendall, Dennis <[DKuykendall@Balfourbeattyus.com](mailto:DKuykendall@Balfourbeattyus.com)>; Craig Atkinson <[Craig.Atkinson@IBIGroup.com](mailto:Craig.Atkinson@IBIGroup.com)>; Ricky Leon <[rleon@oxnardsd.org](mailto:rleon@oxnardsd.org)>; Garcia, Alex <[AlexGarcia@Balfourbeattyus.com](mailto:AlexGarcia@Balfourbeattyus.com)>; Carbajal, Filbert <[FCarbajal@Balfourbeattyus.com](mailto:FCarbajal@Balfourbeattyus.com)>; Jim Pedretti <[jpedretti@premierdrywall.net](mailto:jpedretti@premierdrywall.net)>; Miller, Dana <[dmiller@oxnardsd.org](mailto:dmiller@oxnardsd.org)>

**Subject:** CE#126 - Bldg. C- South Kindergarten Classrooms Fire Extinguisher openings Relocation

Rick,

As discussed during our Team job walk after today's OAC Meeting, you were to authorize BB proceed on T&M to relocate the Fire Extinguisher openings at 6 kindergarten classrooms locations (1- 509, 1-515, 1-516, 1-521, 1-522, and 1-527. Please provide Direction and or Confirm.

Thank you,

### **Rafael Alamillo**

Senior Project Manager | Balfour Beatty

O: 805.9831558 | C: 805.2087462

E: [ralamillo@balfourbeattyus.com](mailto:ralamillo@balfourbeattyus.com) | [www.balfourbeattyus.com](http://www.balfourbeattyus.com)

### **Balfour Beatty**

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## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-6-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	166
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #166 / CDR 092 R1 - RFI 359 Bldg C South - Separation at Roof and Building at GL Gc

Provide labor, equipment and materials to install a pony wall to provide weather protection to anything below along grid line Gc at Bldg C South per RFI 359.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Commercial Roofing	\$	5,485.57	
Premier Drywall	\$	2,455.42	
		<b>Subtotal B: \$</b>	<b>7,940.99</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b> <span style="float: right;">* N/A for Contingency Draw Requests</span>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>	<b>\$</b>	<b>-</b>	<b>0%</b>
		<b>Subtotal E: \$</b>	<b>-</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>7,940.99</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 \_\_\_\_\_  
 Print Name & Title (General Contractor)



2024-02-06  
 \_\_\_\_\_  
 Signature Date

## PROPOSED CHANGE ORDER



PROJECT NAME: Rose Ave ES  
 DATE: 7/28/2023  
 CHANGE ORDER #: 10- RFI 359 Pony wall seperation flashing

DESCRIPTION OF CHANGE: Additional costs to for installing expansion flashing per Tremco detail and RFI 359 pony wall flashing (framing and dens deck by others) Building C south Pony wall.

ITEM DESCRIPTION	MATERIAL			LABOR			EQUIPMENT/SUBCONTRACTOR		
	QUANTITY	UNIT COST	EXTENSION	QUANTITY	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
Tremco 60 mil Perimeter flashing TPA	1	\$1,684.79	\$1,684.79			\$0.00			\$0.00
LV Bonding adhesive	1	\$692.24	\$692.24			\$0.00			\$0.00
Term bar	1	\$118.00	\$118.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
Labor Journeyman Roofer			\$0.00	24	\$81.20	\$1,948.80			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
<b>SUBTOTALS:</b>			\$2,495.03			\$1,948.80			\$0.00

MATERIALS			\$2,495.03	
SALES TAX	10.25 %		\$255.74	\$2,750.77
LABOR			\$1,948.80	
EQUIPMENT/SUBCONTRACTOR			\$0.00	
SUBTOTAL DIRECT COSTS			\$4,699.57	
OVERHEAD ON DIRECT COSTS	15 %		\$704.94	
<b>SUBTOTAL</b>			<b>\$5,404.51</b>	
<b>BOND</b>	1.5 %		<b>\$81.07</b>	
<b>TOTAL</b>			<b>\$5,485.57</b>	

APPROVED BY: \_\_\_\_\_ Name/Date: \_\_\_\_\_





Division of Pre Con Industries, Inc  
PO Box 5728

Toll Free: 1800.928.6650  
Direct: 805.928.3397  
Fax: 805.928.0977

License #809679

# Change in Plans and Specifications

To: Rafael Alamillo

Company: Balfour Beatty

Fax:

From: James Pedretti

Date: 6/28/2023

Project: Rose Avenue K-5 School

Page: 2

CE#42.1 Description Of Work: Per RFI #359 to build Pony Wall for seperation of roof, West/North side of Bldg C South per email and direction by Balfour Beatty.

-

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

**Description Of Work: Per RFI #359 to build Pony Wall for seperation of roof, West/North side of Bldg C South per email and direction by Balfour Beatty.**

Labor:	\$	1,820.86
Materials & Equip:	\$	314.29
Overhead/Profit 15%:	\$	320.27

**Total Amount: \$ 2,455.42**

**\*Please sign and fax back to continue with material order\***

For which an add of \$ **2,455.42** is made to contract price and an additional (1) work day(s) is added to scope.

CHANGE AUTHORIZED BY:

Signed \_\_\_\_\_

Dated \_\_\_\_\_

**CONFIDENTIAL**



Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 092  
 Date: 7-31-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

Refer to Material remarks Page 5.  
 Revise & Re-Submit

The Contract is changed as follows:

<p>Ref. Cost Event #166 / CDR 092 - RFI 359 Bldg C South - Separation at Roof and Building at GL Gc</p> <p>Provide labor, equipment and materials to install a pony wall to provide weather protection to anything below along grid line Gc at Bldg C South per RFI 359.</p>	<p>\$ <del>9,125.96</del></p>
--	-------------------------------

The cost of this work will be drawn from Contractor Contingency:

The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Flamilla

By: /

By: \_\_\_\_\_

Date: 7/31/23

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OWNER - Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	7-31-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	166
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**  
 Ref. Cost Event #166 / CDR 092 - RFI 359 Bldg C South - Separation at Roof and Building at GL Gc  
 Provide labor, equipment and materials to install a pony wall to provide weather protection to anything below along grid line Gc at Bldg C South per RFI 359.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
\$	-	<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Commercial Roofing	\$	5,485.57	
Premier Drywall	\$	3,640.39	
		<b>Subtotal B: \$</b>	<b>9,125.96</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b> <span style="float: right;">* N/A for Contingency Draw Requests</span>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>	\$	-	<b>0%</b>
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>9,125.96</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2023-07-31

Date

## PROPOSED CHANGE ORDER



PROJECT NAME: Rose Ave ES  
 DATE: 7/28/2023  
 CHANGE ORDER #: 10- RFI 359 Pony wall seperation flashing

DESCRIPTION OF CHANGE: Additional costs to for installing expansion flashing per Tremco detail and RFI 359 pony wall flashing (framing and dens deck by others) Building C south Pony wall.

ITEM DESCRIPTION	MATERIAL			LABOR			EQUIPMENT/SUBCONTRACTOR		
	QUANTITY	UNIT COST	EXTENSION	QUANTITY	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
Tremco 60 mil Perimeter flashing TPA	1	\$1,684.79	\$1,684.79			\$0.00			\$0.00
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			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
Labor Journeyman Roofer			\$0.00	24	\$81.20	\$1,948.80			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
<b>SUBTOTALS:</b>			\$2,495.03			\$1,948.80			\$0.00

MATERIALS				\$2,495.03
SALES TAX	10.25 %			\$255.74
				\$2,750.77
LABOR				\$1,948.80
EQUIPMENT/SUBCONTRACTOR				\$0.00
SUBTOTAL DIRECT COSTS				\$4,699.57
OVERHEAD ON DIRECT COSTS	15 %			\$704.94
<b>SUBTOTAL</b>				<b>\$5,404.51</b>
<b>BOND</b>	1.5 %			<b>\$81.07</b>
<b>TOTAL</b>				<b>\$5,485.57</b>

APPROVED BY: \_\_\_\_\_ Name/Date: \_\_\_\_\_



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# Change in Plans and Specifications

To: Rafael Alamillo

Company: Balfour Beatty

Fax:

From: James Pedretti

Date: 6/28/2023

Project: Rose Avenue K-5 School

Page: 2

CE#42 Description Of Work: Per RFI #359 to build Pony Wall for seperation of roof, West/North side of Bldg C South per email and direction by Balfour Beatty.

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

**Description Of Work: Per RFI #359 to build Pony Wall for seperation of roof, West/North side of Bldg C South per email and direction by Balfour Beatty.**

Labor:	\$	1,820.86
Materials & Equip:	\$	1,344.69
Overhead/Profit 15%:	\$	474.83

See remarks, next page

**Total Amount: \$ 3,640.39**

**\*Please sign and fax back to continue with material order\***

For which an add of \$ 3,640.39 is made to contract price and an additional (1) work day(s) is added to scope.

CHANGE AUTHORIZED BY:

Signed \_\_\_\_\_

Dated \_\_\_\_\_

**CONFIDENTIAL**



Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg C South - Separation at Roof and Building at GL Gc

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	05/12/2023	<b>STATUS:</b>	Closed on 06/26/23
<b>LOCATION:</b>	BUILDING C SOUTH	<b>DUE DATE:</b>	05/19/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>	<a href="#">A2811C</a>		
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

### Question from Filbert Carbajal (Balfour Beatty) at 02:34 PM on 05/12/2023

To provide weather protection to anything below along grid line Gc, we propose building a pony wall. Please provide a detail to control rain downpour in the area.

**Attachments:**  
[RFI Bldg C South Separation.pdf](#)

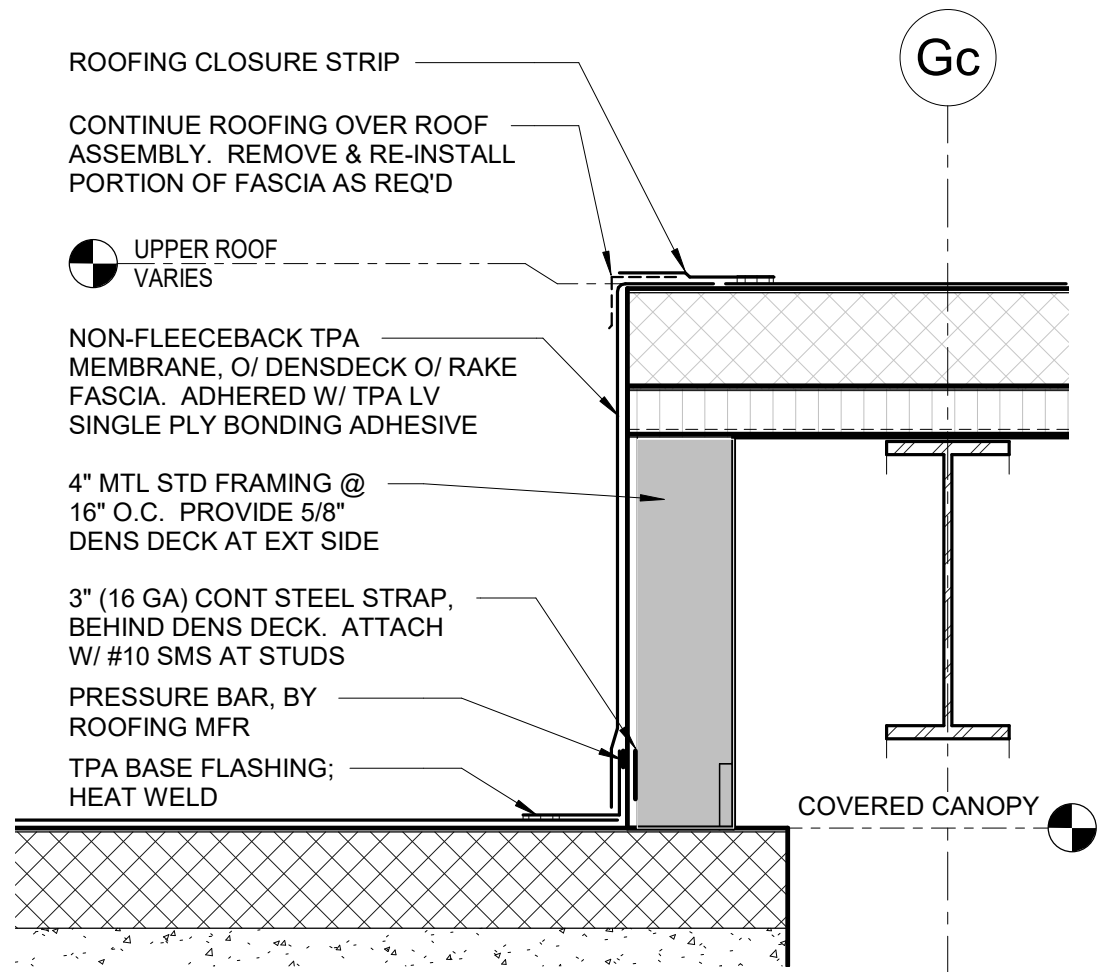
**Official Response:** Filbert Carbajal (Balfour Beatty) responded on Monday, June 26th, 2023 at 10:10AM PDT  
 Please see attached response to RFI 359, for your use and distribution.

**Attachments:**  
[RFI 359 Bldg C South - Sep at Roof and Bldg at GL Gc\\_Rsp.pdf](#)

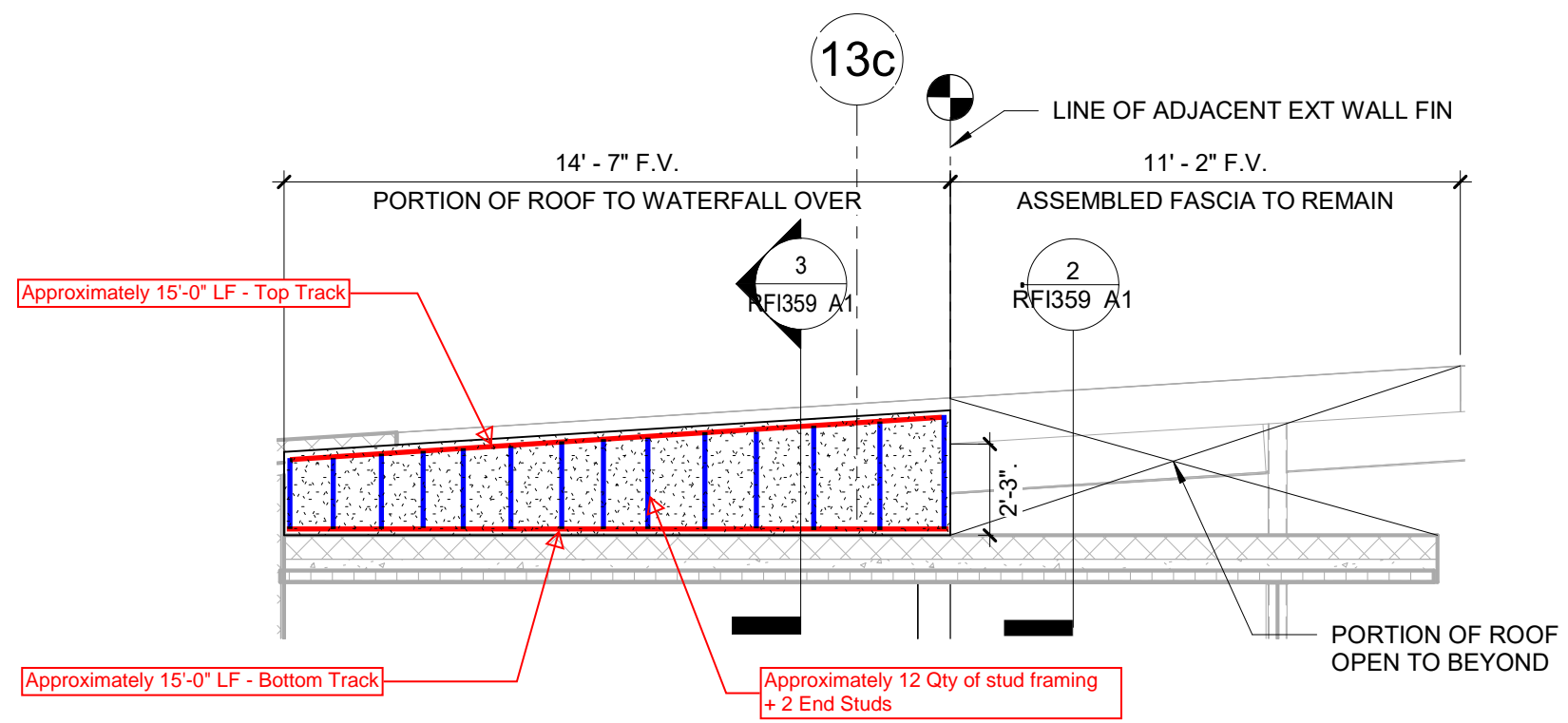
*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_

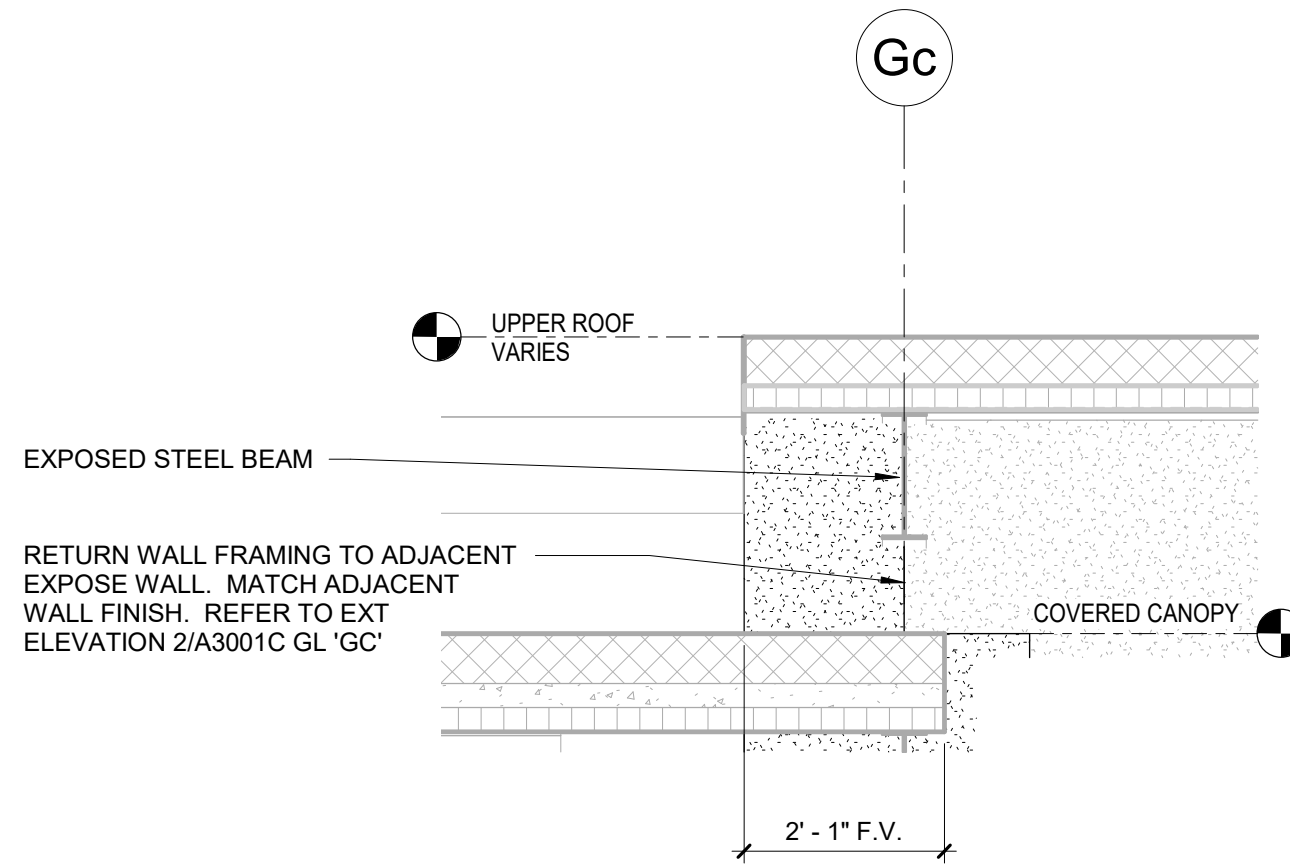




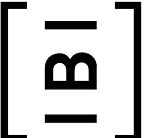
3 PONY WALL SECTION  
1" = 1'-0"



1 WEST ELEVATION - PONY WALL  
1/4" = 1'-0"



2 NORTH ELEVATION - PONY WALL  
1/2" = 1'-0"

<b>BUILDING C SOUTH - GL 'Gc' PONY WALL</b>	DATE	RFI359 A1	
	06/26/23	OXNARD CA	REFERENCE SHEET NO. RFI 359
<b>ROSE AVENUE K-5 SCHOOL</b>	PROJECT NO.	DSA FILE NO.	03-119284
<b>OXNARD SCHOOL DISTRICT</b>	109990	56-22	
<b>Los Angeles</b> 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016			
	665		

## **AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Rose Avenue Elementary School Reconstruction ("Project") for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

### AMENDMENT

The Parties agree to revise the following language to SECTION 1 of the Agreement:

**H. Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents (\$1,695,042.00)**, and, (2) Sublease Payments in the amount of **\$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

The Parties agree to add the following language to SECTION 5 of the Agreement:

### **SECTION 12. PERSONNEL ASSIGNMENT**

A. Contractor shall assign Leon Cavallo as Project Manager/Superintendent for the Project. So long as Leon Cavallo 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.

**APPROVED:**

**Balfour Beatty Construction, LLC:**



*Signature*

Brian H. Cahill President, California Division  
*Typed Name/Title*

09/28/2021  
*Date*

**OXNARD SCHOOL DISTRICT:**



*Signature*

Lisa A. Franz, Director, Purchasing  
*Typed Name/Title*

10-7-2021  
*Date*

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

**EXHIBIT A**

Scope of Work

**DRAWINGS**

Plan Sheets Prepared by IBI Architects, Architects Project No 109990, DSA No 03-119284, DSA Approval July 10, 2019

**PROJECT DESCRIPTION**

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1**, (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2**, (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**.

**Contract Documents Listed**

**1. Specifications**

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification



23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

## 2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
GENERAL	G1100A	BUILDING A - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100B	BUILDING B - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100C	BUILDING C - CODE ANALYSIS FIRST FLOOR PLAN
GENERAL	G1101C	BUILDING C - CODE ANALYSIS SECOND FLOOR PLAN
GENERAL	G1200	LIFE AND SAFETY
CIVIL	C101	TITLE SHEET AND GENERAL NOTES
CIVIL	C201	TYPICAL DETAILS
CIVIL	C202	TYPICAL DETAILS
CIVIL	C203	TYPICAL DETAILS
CIVIL	C301	DEMOLITION PLAN
CIVIL	C302	DEMOLITION PLAN
CIVIL	C400	OVERALL SITE
CIVIL	C401	GRADING PLAN
CIVIL	C402	GRADING PLAN
CIVIL	C403	GRADING PLAN
CIVIL	C404	GRADING PLAN
CIVIL	C405	GRADING PLAN
CIVIL	C406	GRADING PLAN
CIVIL	C407	GRADING PLAN
CIVIL	C408	GRADING PLAN
CIVIL	C409	GRADING PLAN
CIVIL	C501	GRADING PLAN
CIVIL	C502	UTILITY PLAN
CIVIL	C601	UTILITY PLAN
LANDSCAPE	L1.01	EROSION GONTROL PLAN
LANDSCAPE	L1.02	LANDSCAPE CONSTRUCTION PLAN
LANDSCAPE	L1.03	PLANTING PLAN
LANDSCAPE	L2.01	PLANTING PLAN
LANDSCAPE	L2.02	IRRIGATION PLAN
LANDSCAPE	L3.01	IRRIGATION PLAN
LANDSCAPE	L3.02	LANDSCAPE DETAILS
ARCHITECTURAL	A1100	LANDSCAPE DETAILS
ARCHITECTURAL	A1201	OVERALL SITE PLAN
ARCHITECTURAL	A1202	SITE ENLARGED PLAN - NORTH-EAST
ARCHITECTURAL	A1203	SITE ENLARGED PLAN - SOUTH-EAST
ARCHITECTURAL	A1204	SITE ENLARGED PLAN - SOUTH-WEST
ARCHITECTURAL	A1301	SITE ENLARGED PLAN - NORTH-WEST

ARCHITECTURAL	A1302	ENLARGED SERVICE YARDS ENLARGED PLAYGROUNDS
ARCHITECTURAL	A1303	ENLARGED SERVICE YARDS AND CANOPY
ARCHITECTURAL	A2310A	BUILDING A - FLOOR PLANS AND ENLARGED PLANS
ARCHITECTURAL	A2311A	BUILDING A - FLOOR FINISH PLAN
ARCHITECTURAL	A2710A	BUILDING A - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810A	BUILDING A - ROOF PLAN
ARCHITECTURAL	A3001A	BUILDING A - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001A	BUILDING A - SECTIONS
ARCHITECTURAL	A4010A	BUILDING A - WALL SECTIONS
ARCHITECTURAL	A6010A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6013A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A9101A	BUILDING A - ROOM FINISH, DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310B	BUILDING B - FLOOR PLAN
ARCHITECTURAL	A2311B	BUILDING B - DIMENSION FLOOR PLAN
ARCHITECTURAL	A2312B	BUILDING B - FLOOR FINISH PLAN
ARCHITECTURAL	A2710B	BUILDING B - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810B	BUILDING B - ROOF PLAN
ARCHITECTURAL	A3001B	BUILDING B - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001B	BUILDING B - SECTIONS
ARCHITECTURAL	A4010B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A4011B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A5010B	BUILDING B - PARTIAL FLOOR PLANS
ARCHITECTURAL	A6010B	BUILDING B INTERIOR ELEVATIONS
ARCHITECTURAL	A6011B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A8601	OPENINGS
ARCHITECTURAL	A9101B	BUILDING B - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201B	BUILDING B - DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310C	BUILDING C - FIRST FLOOR PLAN - NORTH
ARCHITECTURAL	A2311C	BUILDING C - FIRST FLOOR PLAN - SOUTH
ARCHITECTURAL	A2312C	BUILDING C - FIRST FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2313C	BUILDING C - FIRST FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2314C	BUILDING C - FIRST FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2315C	BUILDING C - FIRST FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2320C	BUILDING C - SECOND FLOOR PLAN - NORTH
ARCHITECTURAL	A2321G	BUILDING C - SECOND FLOOR PLAN - SOUTH
ARCHITECTURAL	A2322C	BUILDING C - SECOND FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2323C	BUILDING C - SECOND FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2324C	BUILDING C - SECOND FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2325C	BUILDING C - SECOND FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2710C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - NORTH

ARCHITECTURAL	A2711C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2720C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - NORTH
ARCHITECTURAL	A2721C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2810C	BUILDING C - ROOF PLAN - NORTH
ARCHITECTURAL	A2811C	BUILDING C - ROOF PLAN - SOUTH
ARCHITECTURAL	A3001C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3002C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3003C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001C	BUILDING C - SECTIONS
ARCHITECTURAL	A4002C	BUILDING C – SECTIONS
ARCHITECTURAL	A4010C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A4011C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A5001C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A5002C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A6010C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012C	BUILDING C - Interior ELEVATIONS
ARCHITECTURAL	A6013C	BUILDING C INTERIOR ELEVATIONS
ARCHITECTURAL	A6014C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6015C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6016C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A9101C	BUILDING C - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201C	BUILDING C - DOOR SCHEDULES
ARCHITECTURAL	A9202C	BUILDING C - WINDOW SCHEDULE
ARCHITECTURAL	A8001	SITE DETAILS
ARCHITECTURAL	A8002	SITE DETAILS
ARCHITECTURAL	A8003	SITE DETAILS
ARCHITECTURAL	A8100	PLAN DETAILS
ARCHITECTURAL	A8200	WALL TYPES
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A8300	CEILING DETAILS
ARCHITECTURAL	A8400	ROOF DETAILS
ARCHITECTURAL	A8401	ROOF DETAILS
ARCHITECTURAL	A8402	ROOF DETAIL AND RUNNEL DETAILS
ARCHITECTURAL	A8500	INTERIOR DETAILS
ARCHITECTURAL	A8501	INTERIOR DETAILS
ARCHITECTURAL	A8600	OPENING DETAILS
ARCHITECTURAL	A8601	OPENING DETAILS
ARCHITECTURAL	A8602	OPENING DETAILS
ARCHITECTURAL	A8700	ACCESSIBILITY DETAILS
ARCHITECTURAL	A8800	STAIR & GUARDRAIL DETAILS
STRUCTURAL	S0001	STRUCTURAL NOTES
STRUCTURAL	S0002	STRUCTURAL NOTES
STRUCTURAL	S0003	STRUCTURAL NOTES

STRUCTURAL	S1101	TYP. FOUNDATION DETAILS
STRUCTURAL	S1102	TRASH ENCLOSURE
STRUCTURAL	S1103	SITE DETAILS
STRUCTURAL	S2111A	BUILDING A - FOUNDATION PLAN
STRUCTURAL	S2711A	BUILDING A - CEILING FRAMING PLAN
STRUCTURAL	S2811A	BUILDING A - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812A	BUILDING A ROOF FRAMING PLAN
STRUCTURAL	S3201A	BUILDING A - FRAME ELEVATION
STRUCTURAL	S9101A	BUILDING A - SCHEDULES
STRUCTURAL	S2111B	BUILDING B - FOUNDATION PLAN
STRUCTURAL	S2711B	BUILDING B - CEILING FRAMING PLAN
STRUCTURAL	S2811B	BUILDING B - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812B	BUILDING B - ROOF FRAMING PLAN
STRUCTURAL	S3201B	BUILDING B - FRAME ELEVATIONS
STRUCTURAL	S9101B	BUILDING B - SCHEDULES
STRUCTURAL	S2111C	BUILDING C - FOUNDATION PLAN
STRUCTURAL	S2112C	BUILDING C - FOUNDATION PLAN SOUTH
STRUCTURAL	S2311C	BUILDING C - FLOOR FRAMIING PLAN - NORTH
STRUCTURAL	S2312C	BUILDING C - FLOOR FRAMING PLAN - SOUTH
STRUCTURAL	S2711C	BUILDING C - FIRST FLOOR CEIING FRAMING PLAN - NORTH
STRUCTURAL	S2712C	BUILDING C - FIRST FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2713C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - NORTH
STRUCTURAL	S2714C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2811C	BUILDING C - ROOF FRAMING PLAN - NORTH
STRUCTURAL	S2812C	BUILDING C - ROOF FRAMING PLAN - SOUTH
STRUCTURAL	S3201C	BUILDING C - FRAI\IE ELEVATIONS
STRUCTURAL	S3202C	BUILDING C - FRAME ELEVATIONS
STRUCTURAL	S9101C	BUILDING C - SCHEDULES
STRUCTURAL	S5001	STAIR FRAMING AND DETAILS
STRUCTURAL	S5002	STRUCTURAL DETAILS
STRUCTURAL	S8011	TYP. FOUNDATION DETAILS
STRUCTURAL	S8012	FOUNDATION DETAILS
STRUCTURAL	S8013	FOUNDATION DETAILS
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STRUCTURAL	S8212	W.S.M.F. DETAILS
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STRUCTURAL	S8411	STRUCTURAL DETAILS SPRINKLER BRACING
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PLUMBING	P1002	PLUMBING SIZING CALCULATIONS
PLUMBING	P1003	PLUMBING SCHEDULES
PLUMBING	FP1004	FIRE PROTECTION SITE PLAN
PLUMBING	P1004	PLUMBING SITE PLAN
PLUMBING	P2311A	BUILDING A - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312A	BUILDING A - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313A	BUILDING A - PLUMBING ENLARGED PLANS
PLUMBING	P2314A	BUILDING A - PLUMBING ROOF PLAN
PLUMBING	F2311A	BUILDING A - FIRE PROTECTION PLAN
PLUMBING	P2311B	BUILDING B - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312B	BUILDING B - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313B	BUILDING B - PLUMBING ENLARGED PLANS
PLUMBING	P2314B	BUILDING B - KITCHEN ENLARGED PLANS
PLUMBING	P2315B	BUILDING B - PLUMBING ROOF PLAN
PLUMBING	F2311B	BUILDING B - FIRE PROTECTION PLAN
PLUMBING	P2311C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 2
PLUMBING	P2313C	BUILDING C - DOMESTIC WATER ENLARGED PLANS
PLUMBING	P2321C	BUILDING C - SANITARY PLAN - LEVEL 1
PLUMBING	P2322C	BUILDING C - SANITARY PLAN - LEVEL 2
PLUMBING	P2323C	BUILDING C - SANITARY ENLARGED PLANS
PLUMBING	P2324C	BUILDING C - PLUMBING ROOF PLAN
PLUMBING	F2311C	BUILDING C - FIRE PROTECTION - LEVEL 1
PLUMBING	F2312C	BUILDING C - FIRE PROTECTION - LEVEL 2
PLUMBING	P4101	PLUMBING DETAILS
PLUMBING	P4102	PLUMBING DETAILS
PLUMBING	P4103	PLUMBING DETAILS
PLUMBING	P4104	SITE GAS RISERS DIAGRAM
PLUMBING	FP4101	FIRE PROTECTION DETAILS
PLUMBING	FP4102	FIRE PROTECTION
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MECHANICAL	M1002	SYMBOLS & ABBREVIATIONS
MECHANICAL	M1003	MECHANICAL SCHEDULE
MECHANICAL	M1004	MECHANICAL SCHEDULE
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MECHANICAL	M2312A	BUILDING A - REFRIGERATION PIPING FIRST FLOOR PLAN
MECHANICAL	M2321A	BUILDING A - MECHANICAL ROOF PLAN
MECHANICAL	M2311B	BUILDING B - MECHANICAL FLOOR PLAN
MECHANICAL	M2321B	BUILDING B - MECHANICAL ROOF PLAN
MECHANICAL	M2322B	BUILDING B - MECHANICAL 3D SECTIONS
MECHANICAL	M2311C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 1
MECHANICAL	M2321C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 2

MECHANICAL	M2322C	BUILDING C - TYPICAL ENLARGED CLASSROOM MECHANICAL PLAN
MECHANICAL	M3101	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3102	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3103	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3104	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3105	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3106	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3107	CLASSROOM\I BLDG VRF SYSTEM
MECHANICAL	M3108	ADMIN BLDG VBF SYSTEM
MECHANICAL	M4101	MECHANICAL DETAILS
MECHANICAL	M4102	MECHANICAL DETAILS
MECHANICAL	M4103	MECHANICAL DETAILS
MECHANICAL	M4104	MECHANICAL DETAILS
MECHANICAL	M4105	MECHANICAL DETAILS
MECHANICAL	M4106	MECHANICAL DETAILS
MECHANICAL	M4107	MECHANICAL DETAILS
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MECHANICAL	IVI5101	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
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MECHANICAL	M5103	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
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ELECTRICAL	E1003	SITE LIGHTING CALC EGRESS PLAN
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ELECTRICAL	E1005	SITE SIGNAL PLAN
ELECTRICAL	E2311A	BUILDING A FIRST FLOOR POWER PLAN
ELECTRICAL	E2321A	BUILDING A - ROOF POWER PLAN
ELECTRICAL	E2411A	BUILDING A FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511A	BUILDING A - FIRST FLOOR SIGNAL PLAN



ELECTRICAL	E2711A	BUILDING A - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712A	BUILDING A - FIRST FLOOR LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713A	BUILDING A - FIRST FLOOR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011A	BUILDING A - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311B	BUILDING B - FIRST FLOOR POWER PLAN
ELECTRICAL	E2321B	BUILDING B - ROOF POWER PLAN
ELECTRICAL	E2411B	BUILDING B FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511B	BUILDING B - FIRST FLOOR SIGNAL PLAN
ELECTRICAL	E2711B	BUILDING B - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712B	BUILDING B - LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713B	BUILDING B - FIRST FLOOR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011B	BUILDING B - ENLARGED FOOD SERVICE PLAN
ELECTRICAL	E5012B	BUILDING B - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311C	BUILDING C - LEVEL 1 POWER PLAN
ELECTRICAL	E2321C	BUILDING C - LEVEL 2 POWER PLAN
ELECTRICAL	E2411C	BUILDING C - FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2421C	BUILDING C - LEVEL 2 FIRE ALARM PLAN
ELECTRICAL	E2511C	BUILDING C - LEVEL 1 SIGNAL PLAN
ELECTRICAL	E2521C	BUILDING C - LEVEL 2 SIGNAL PLAN
ELECTRICAL	E2711C	BUILDING C - LEVEL 1 LIGHTING PLAN
ELECTRICAL	E2712C	BUILDING C - LEVEL 1 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713C	BUILDING C - LEVEL 1 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E2721C	BUILDING C - LEVEL 2 LIGHTING PLAN
ELECTRICAL	E2722C	BUILDING C - LEVEL 2 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2723C	BUILDING C - LEVEL 2 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011C	BUILDING C - ENLARGED ELECTRICAL AND SIGNAL ROOMS
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ELECTRICAL	E4004	SECURITY SYSTEM RISER DIAGRAM
ELECTRICAL	E4005	TYPICAL CLASSROOM AV RISER DIAGRAM
ELECTRICAL	E4006	FIRE ALARM RISER DIAGRAM
ELECTRICAL	E4007	FIRE ALARM VOLTAGE DROP CALCULATIONS
ELECTRICAL	E4008	FIRE ALARM BATTERY CALCULATIONS
ELECTRICAL	E8001	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8002	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8003	ELECTRICAL DETAILS - PENETRATION
ELECTRICAL	EB004	ELECTRICAL DETAILS - GROUNDING
ELECTRICAL	E8005	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8006	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8007	ELECTRICAL DETAILS - FIRE ALARM
ELECTRICAL	E8008	ELECTRICAL DETAILS - FIRE ALARM
ELECTRICAL	E8009	ELECTRICAL DETAILS - MISCELLANEOUS
ELECTRICAL	E8010	ELECTRICAL DETAILS - SIGNAL

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ELECTRICAL	E9001B	BUILDING B - PANEL SCHEDULES
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ELECTRICAL	E9001C	BUILDING C - PANEL SCHEDULES
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ELECTRICAL	E9003C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9101	SITE TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9102	BUILDING A - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9103	BUILDING A - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9104	BUILDING B - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9105	BUILDING B - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9106	BUILDING C - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9107	BUILDING C - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9108	ELECTRICAL POWER DISTRIBUTION TITLE 24 COMPLIANCE FORMS
FOOD SERVICES	FS-100B	BUILDING B - SYMBOLS, NOTES, & INDEX
FOOD SERVICES	FS-101B	BUILDING B - EQUIPMENT FLOOR PLAN
FOOD SERVICES	FS-102B	BUILDING B - EQUIPMENT ROOF PLAN
FOOD SERVICES	FS-201B	BUILDING B - EQUIPMENT SCHEDULE
FOOD SERVICES	FS-301B	BUILDING B - PLUMBING PLAN
FOOD SERVICES	FS-401B	BUILDING B - ELECTRICAL PLAN
FOOD SERVICES	FS-501B	BUILDING B - REFRIGERATION & CONDUIT PLAN
FOOD SERVICES	FS-502B	BUILDING B - REFRIGERATION DETAILS
FOOD SERVICES	FS-601B	BUILDING B - BUILDING WORKS & EXHAUST PLAN
FOOD SERVICES	FS-602B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-603B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-604B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-605B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-701B	EQUIPMENT
FOOD SERVICES	FS-801B	BUILDING B - CONSTRUCTION DETAILS
FOOD SERVICES	FS-802B	SMACNA DETAILS
FOOD SERVICES	FS-803B	EQUIPMENT SECTIONS

3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings

- A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.
- B. 2003-03-24 Interim Portables, 16 pages.
- C. 2006-12-21 MA Mod Record, 92 pages.
- D. 2009-09 FA Drawings Non-DSA, 10 pages.
- E. Rose ES Drawings\_Health Department II-20190515, 70 pages.
- F. Rose ES Health Department Permit to construct, 6 pages.
- G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports

- A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.
- B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.
- C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.
- D. CTE Rose Elementary School Geotech Report\_r1 2017-11-27, 218 pages.
- E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.
- F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches

- A. SK-1 Daktronics GS6 Elevation, 9 pages.
- B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.
- C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.

- D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.
  - E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.
  - F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.
7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.
8. Logistics Plan & Safety Plan
- A. Rose Ave ES Hardscape Phasing Plan, 1 page.
  - B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.
  - C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.
  - D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.
  - E. Rose Ave ES Safety Plan, 1 page.
  - F. Rose Ave ES Stair Tower Logistics Plan, 1 page.
9. Addenda
- A. Addendum 1A 2021-06-16, 77 pages.
  - B. Addendum 1B 2021-06-16, 75 pages.
  - C. Addendum 1C 2021-06-16, 54 pages.
  - D. Addendum 2 2021-06-24, 93 pages.
  - E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**  
**EXHIBIT B**

See Site Lease Agreement #17-159 previously executed on November 17, 2017

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

## **SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.
- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant



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to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
  
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
  
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
  
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
  
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
  
- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
  
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

## **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

## **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

## **SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

**SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

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Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

### **SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

## **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

**SECTION 11. NOT USED**

**SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign \_\_\_\_\_ as Project Manager/Superintendent for the Project. So long as \_\_\_\_\_ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable



replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

**SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

**SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

**SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

**SECTION 17. USE OF PREMISES**

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Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

### **SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

## **SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

## **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

## #17-158

be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

### **SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

### **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

### **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC  
10620 Treena St., Suite 300  
San Diego, CA 92131  
Attn: Dennis Kuykendall

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,  
Garcia Hernandez Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
1901 South Victoria Avenue, Suite 106  
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

#### **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

#### **SECTION 27. HEADINGS**

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

#### **SECTION 28. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

**SECTION 31. SEVERABILITY**

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

## EXHIBIT B

### Oxnard School District – Rose Avenue Elementary School Reconstruction

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.



## 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

## 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

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review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

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of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOB) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.


### 7. Schedule for Pre-Construction Services.

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
  
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

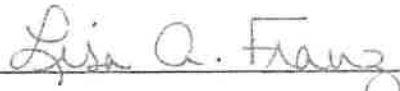
CONTRACTOR

Balfour Beatty Construction, LLC  
10620 Trenea St., Suite 300  
San Diego, CA 92131

By:   
Name/Title: Brian Cahill, President, California Division  
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, CA 93030

By:   
Name/Title: Lisa A. Franz, Director, Purchasing  
Date: 11-7-17

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

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

**Ratification of Allocations of Contract Contingency #10 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease- Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

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The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), (2) Sublease Payments in the amount of \$173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Allowance for Project Contingency is in the amount of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying document list all the account draws approved to date for the Contractor Contingency.

Fund activity is as follows:

Project (E&O) Contingency Allocation Approval: This contingency fund began with a fund balance of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00). There have been allocations totaling Three Hundred Six Thousand Seven Hundred

Fifty-Nine Dollars and Forty-One Cents (\$306,759.41) leaving a fund balance of Five Hundred Ninety Thousand Six Hundred Fifteen Dollars and Fifty-Nine Cents (\$590,615.59).

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #10 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

**ADDITIONAL MATERIALS:**

**Attached:** [Project Contingency Allocation #10 \(2 Pages\)](#)

[CDR 65 R1 - CE 113 \(11 Pages\)](#)

[CDR 67 R3 - CE 87 \(4 Pages\)](#)

[CDR 68 - CE 123 \(16 Pages\)](#)

[CDR 70 R2 - CE 89 \(16 Pages\)](#)

[CDR 71 - CE 88 \(20 pages\)](#)

[CDR 72 - CE 101 \(15 Pages\)](#)

[CDR 74 R1 - CE 110 \(10 Pages\)](#)

[CDR 77 R2 - CE 153 \(4 Pages\)](#)

[CDR 111 - CE 139 \(6 Pages\)](#)

[CDR 120 - CE 222 \(6 Pages\)](#)

[CDR 125 R1 - CE 67 \(10 Pages\)](#)

[CDR 164 R1 - CE 321 \(5 Pages\)](#)

[CDR 166 - CE 242 \(4 Pages\)](#)

[Amendment #001 \(21 Pages\)](#)

[Agreement #17-158, Balfour Beatty Construction LLC \(22 Pages\)](#)



# PROJECT CONTINGENCY (E & O) ALLOCATION APPROVAL

Date: 04/17/2024

Project Contingency (E&O) Approval NO.10

**PROJECT:** Rose Ave. ES K-5 Reconstruction  
O.S.D. BID No. N/A  
O.S.D. Agreement No. 17-158

**OWNER:** Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

**ARCHITECT:** IBI/Arcadis  
537 South Broadway  
Los Angeles CA 90015

**CONTRACTOR:** Balfour Beatty Construction LLC  
13520 Evening Creek Dr. North #270  
San Diego CA 92128

**Architects Proj. No.:** 109990  
**D.S.A. File No.:** 56-22  
**D.S.A. App. No.:** 03-119284

**Attn:** Dennis Kuykendall

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

ORIGINAL CONTRACTOR CONTINGENCY SUM PER GMP.....	\$ 897,375.00
NET CHANGE - ALL PREVIOUS CONTRACTOR (E&O) ALLOCATIONS.....	\$ (169,685.25)
ADJUSTED CONTINGENCY SUM.....	\$ 727,689.75
<b>NET CHANGE – ALLOCATION #10</b> .....	<b>\$ (137,074.16)</b>
<b>Total Allocations to Date:</b> .....	<b>\$ 306,759.41</b>
<b>ADJUSTED CONTINGENCY SUM THROUGH NO #10.....</b>	<b>\$ 590,615.59</b>
<b>Commencement Date:</b> .....	November 1, 2021
<b>Original Completion Date:</b> .....	October 5, 2023
<b>Original Contract Time:</b> .....	705 Calendar Days
<b>Time Extension for all Previous Change Orders:</b> .....	<b>97 Days</b>
<b>Time Extension for this Change Order:</b> .....	0 Days
<b>Adjusted Completion Date:</b> .....	January 12, 2024

Item	Description	Additional Cost Related to Bid/Buyout	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work Required by IOR or Other Agency not in Plans	Other Item of Cost Agreed to District and Contractor
1.	CDR #65 – Provide additional kickers at all duct locations		\$3,514.49		
2.	CDR #67 R3 – Modify stairs at BLDG C per ASI 18		\$61,346.77		
3.	CDR #68 – Revise framing at stair landings		\$9,999.82		
4.	CDR #70 R2 – Provide exterior drinking fountain in lieu of interior		\$24,077.03		
5.	CDR #71 – Revised soffit framing		\$6,682.00		
6.	CDR #72 – Grading at stair landing/guard rails		\$19,003.77		
7.	CDR #74 R1 – Additional fasteners at curtain wall		\$4,303.83		
8.	CDR #166 – Additional sign at Admin		\$88.11		
9.	CDR #77 R2 – Install gate posts for electrical yard		\$668.22		
10.	CDR #164 R1 – Labor and material to box out Hubbel cord reels		\$425.00		
11.	CDR #111 – Add closure angle at deck		\$703.69		
12.	CDR #120 – Add access panels for drinking fountains		\$1,741.86		
13.	CDR #125 R1 – Install transfer ducts between rooms		\$4,519.57		
	Totals		\$137,074.16		

Total Contractor Contingency Allocation Approval No. 10 ..... \$ 137,074.16

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_



<b>Contingency</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (CDR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	CM	<input checked="" type="checkbox"/>	CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT:	Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Contingency Request #:	065 R1
		Date:	4/14/2023
TO:	Oxnard School District 1051 South A. Street Oxnard, CA 93030		

The Contract is changed as follows:

Ref. Cost Event #113 RFI 263 - Bldg C - Kicker Framing at Air Relief Grill	
Provide labor, materials and equipment to provide additional kickers at all duct locations where the effective spacing exceeds 48" in all the classrooms as inciated in RFI #263.	\$ 3,514.49
<p>Revise and Resubmit</p> <p>Provide additional information as to how many total kickers were installed and in which rooms.</p>	

25 kicker were added in total See breakdown on page 5 for breakdown

The cost of this work will be drawn from Project (E&O) Contingency.

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	CONSTRUCTION MANAGER CFW Group, Inc.
------------------------------	------------------------	---

By: Rafael Alamillo      By : \_\_\_\_\_      By: \_\_\_\_\_

Date: 4/14/23      Date: \_\_\_\_\_      Date: \_\_\_\_\_

OWNER - Oxnard School District      By : \_\_\_\_\_      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	4/14/2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	113
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**  
 Ref. Cost Event #113/Contingency Draw #65 RFI 263 - Bldg C - Kicker Framing at Air Relief Grill  
 Provide labor, materials and equipment to install additional kickers were needed in Bldg C North and South entry soffits due to the duct being larger than the acceptable span between kickers per RFI 263.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Premier Drywall Labor	\$	2,564.53	
Premier Drywall Materials & Equipment	\$	491.55	
Premier Drywall (O&P @ 15%)	\$	458.41	
		<b>Subtotal B: \$</b>	<b>3,514.49</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
		<b>Grand Total = (A + B + C + D + E)</b>	<b>\$ 3,514.49</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

*Rafael Alamillo*

4/14/2023

Print Name & Title (General Contractor)

Signature

Date



Division of Pre Con Industries, Inc  
PO Box 5728

Toll Free: 1800.928.6650  
Direct: 805.928.3397  
Fax: 805.928.0977

License #809679

# Change in Plans and Specifications

<b>To:</b>	Alex Garcia	<b>Fax:</b>	
<b>Company:</b>	Balfour Beatty	<b>Date:</b>	1/27/2023
<b>From:</b>	James Pedretti	<b>Page:</b>	2
<b>Project:</b>	Rose Avenue K-5 School		

<b>CE# 17</b>	Description Of Work: Per RFI #263 and direction of Balfour Beatty, we added kickers to entry soffits in Bldg. C, north and south. Additional kickers were needed because duct was larger than the acceptable span between kickers. Tracked under ticket #12137	-
---------------	--	---

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

**Description Of Work:** Per RFI #263 and direction of Balfour Beatty, we added kickers to entry soffits in Bldg. C, north and south. Additional kickers were needed because duct was larger than the acceptable span between kickers.

<b>Labor:</b>	\$	<b>2,564.53</b>
<b>Materials &amp; Equip:</b>	\$	<b>491.55</b>
<b>Overhead/Profit 15%:</b>	\$	<b>458.41</b>
<b>Total Amount:</b>	\$	<b>3,514.49</b>

**\*Please sign and fax back to continue with material order\***  
For which an add of \$ **3,514.49** is made to contract price and an additional (1) work day(s) is added to scope.

CHANGE AUTHORIZED BY:  
Signed \_\_\_\_\_ Dated \_\_\_\_\_

**CONFIDENTIAL**



<b>Building</b>	<b>Floor</b>	<b>Classroom</b>	<b># of Kickers</b>
Bldg C North	1	309A	1
Bldg C North	1	310A	1
Bldg C North	1	401	1
Bldg C North	1	402	1
Bldg C North	1	403	2
Bldg C North	1	404	1
Bldg C North	1	406	1
Bldg C North	2	311	1
Bldg C North	2	312	1
Bldg C North	2	412	1
Bldg C North	2	415	1
Bldg C North	2	417	1
Bldg C South	1	509	1
Bldg C South	1	515	2
Bldg C South	1	516	1
Bldg C South	1	521	1
Bldg C South	1	522	1
Bldg C South	1	527	1
Bldg C South	2	531	1
Bldg C South	2	532	2
Bldg C South	2	533	1
Bldg C South	2	534	1
<b>Total</b>			<b>25</b>

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg C - Kicker Framing at Air Relief Grill

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	01/04/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C	<b>DUE DATE:</b>	01/11/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	No	<b>SPEC SECTION:</b>	05 40 00 - Cold-Formed Metal Framing
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

### Question from Filbert Carbajal (Balfour Beatty) at 10:08 AM on 01/04/2023

Kickers are installed to either side of the air relief duct - see photo. Please confirm if it is acceptable as framed or if additional support is going to be required.

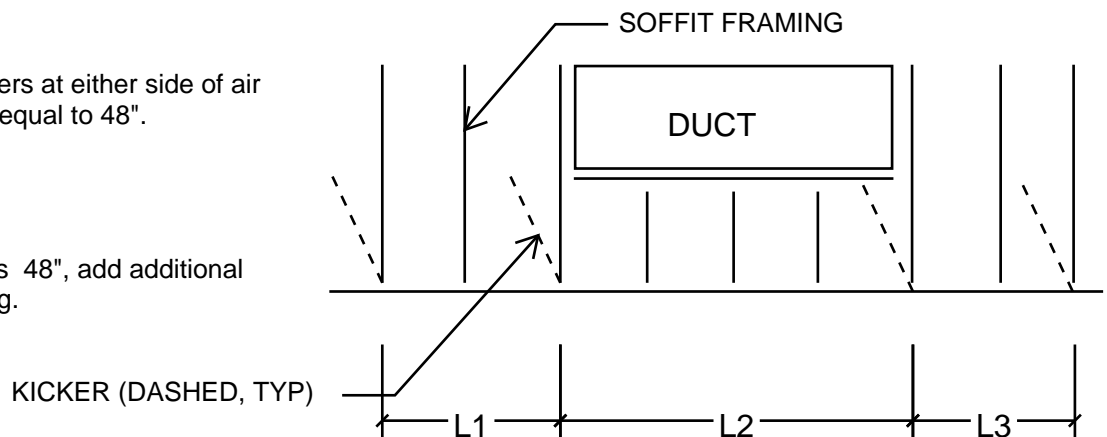
Awaiting an Official Response

### All Replies:

The effective spacing of the kickers at either side of air relief ducts shall be less than or equal to 48".

$$0.5 * L1 + 0.5 * L2 < 48" \text{ \& } \\ 0.5 * L2 + 0.5 * L3 < 48"$$

Where effective spacing exceeds 48", add additional kicker to reduce effective spacing.



### SOFFIT ELEVATION

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

Joe Klimczyk, P.E.

1/6/23

BY

DATE

COPIES TO



Kickers are installed to either side of relief air duct. The outboard kickers in green can vary from 32"-42" away from duct location. Please advise if any additional kicker support is needed at around this opening.

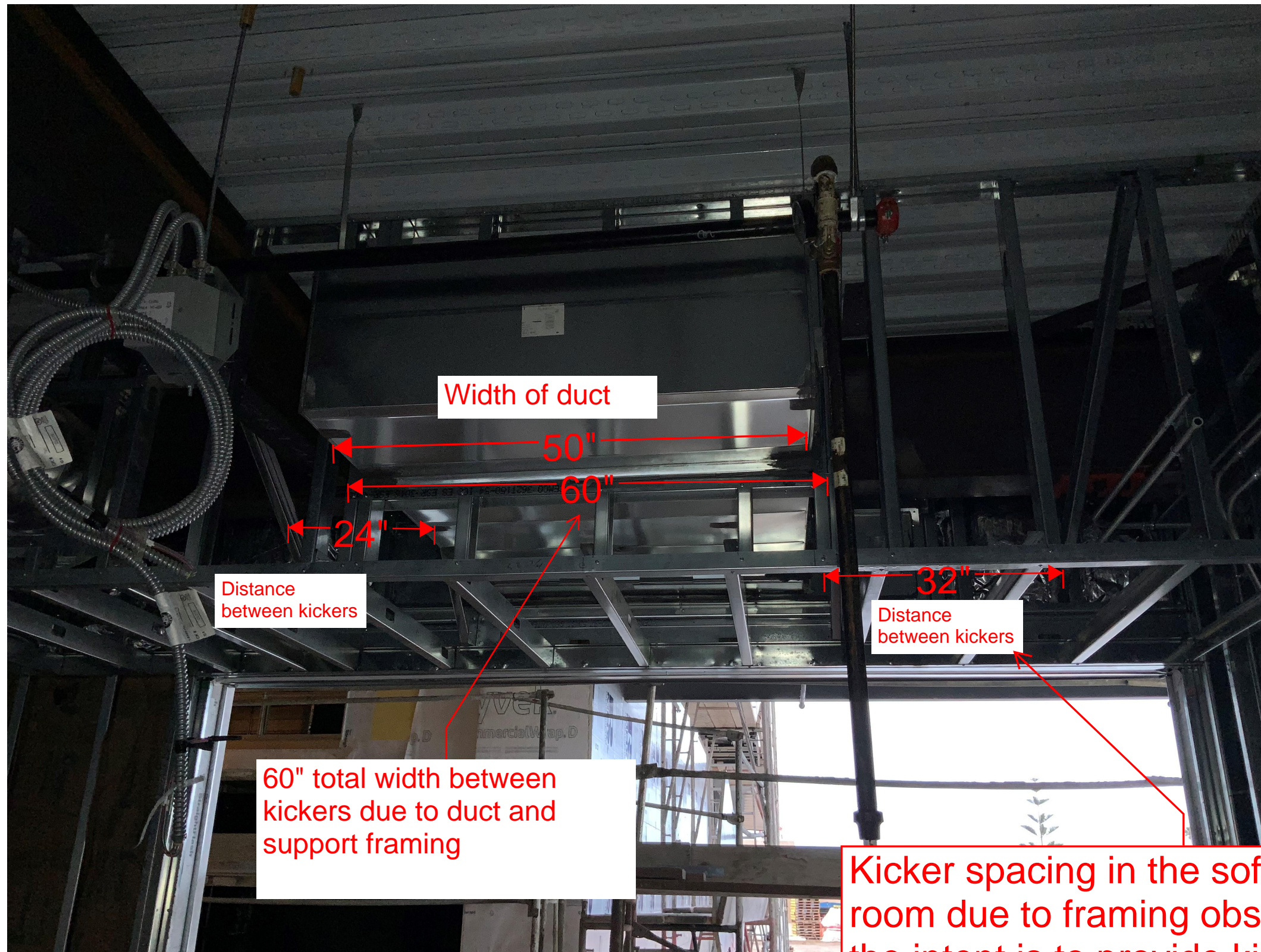


PHOTO AND MARKUP  
FROM MICHAEL LAPRAIK  
1/4/2023

Kicker spacing in the soffits varies per room due to framing obstructions, etc., the intent is to provide kickers at 48" O.C. or not to exceed 48" trib-width loading per kicker, correct?





SSG RESPONSE:  
OPTION 1 ACCEPTABLE

Options:

1) Tributary loading to kickers at each side of duct is  $(24"/2 + 60"/2 = 42")$  left side and  $(32"/2 + 60"/2 = 46")$  right side, which is less than 48" on-center from the approved detail. Therefore, bracing each side of duct as shown is equivalent to the existing detail.

2) Add another kicker each side of duct (at every classroom)



PHOTO AND MARKUP  
FROM MICHAEL LAPRAIK  
1/4/2023



P.O. Box 5728  
 Santa Maria, CA 93456-5728  
 Telephone: (805) 928-3397  
 Fax: (805) 928-0977  
 LICENSE # 809679

Date: 01/04/23  
 Job: Rose Ave.  
 Job #: 5390  
 No. 12137

**AUTHORIZATION TO PERFORM EXTRA WORK**

**Part A.**

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

We added an extra Kicker on each side of the air duct per RFI 763 in the C North and C South building in some rooms  
3 guys 10 hrs each

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

**AUTHORIZED BY**

(Name of Co.) \_\_\_\_\_

ORDER REFERENCE.....

(Address) \_\_\_\_\_

**PART B.**

Authorizing Signature: [Signature] 1-24/23

**MATERIALS:** (Description):

20 PC stud. 3/8 x 12' x 18ga.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LABOR:**

1 Hrs. Foreman      30 Hrs. Drywall Carpenter      \_\_\_\_\_ Hrs. Laborers  
 \_\_\_\_\_ Hrs. Drywall Taper

**EQUIPMENT:**

\_\_\_\_\_ Hrs. Zoom Boom      \_\_\_\_\_ Hrs. Laser      \_\_\_\_\_ Hrs. Mig/ARC welder  
 \_\_\_\_\_ Hrs. Fork Lift      \_\_\_\_\_ Hrs. Saw      \_\_\_\_\_ Hrs. Scissor Lift  
 \_\_\_\_\_ Hrs. Truck      \_\_\_\_\_ Hrs. Blades      \_\_\_\_\_ Hrs. Misc. Equipment

COMPLETED BY: [Signature]  
 Premier Drywall

**Part A** of this form must be completed **BEFORE** work is done.

Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 CM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction Contingency Request #: 067 R3  
 200 East Driskill St.  
 Oxnard, CA 93030 Date: 5-31-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event #87 ASI 18 Building C Stairs</p> <p>Provide labor, materials and equipment to modify the stairs at Bldg. C North, South and Media Center per ASI 18.</p> <p>CCD 016, CCD 013 Will be submitted separately</p>	<p>\$ 61,346.77</p>
--	---------------------

The cost of this work will be drawn from Contractor Contingency:

The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

CONSTRUCTION MANAGER  
 CFW Group, Inc.

By: Rafael Flamilla By: \_\_\_\_\_ By: \_\_\_\_\_

Date: 5/31/23 Date: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER - Oxnard School District

By : \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	5-31-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	87
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

<b>Description of Work:</b>			
Ref. Cost Event #87/Contingency Draw #67 R3 ASI 18 Building C Stairs  Provide labor, materials and equipment to modify the stairs at Bldg C North, South and Media Center per ASI 18.			
<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Best Contracting	\$	22,418.92	
Inland Building	\$	1,037.63	
Ironman	\$	19,010.65	
Premier Drywall	\$	9,553.27	
Smith MEP	\$	9,326.30	
		<b>Subtotal B: \$</b>	<b>61,346.77</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>61,346.77</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 \_\_\_\_\_  
 Print Name & Title (General Contractor)

  
 \_\_\_\_\_  
 Signature

5/31/23  
 \_\_\_\_\_  
 Date

# Change Order Request



C.O.R. # 21148-0005-R2

G.C. # CE 87

Date: 3/31/2023

**Project Name:** 21148 / ROSE AVE ES BP#10

**Project #:** 21148

**To:** Balfour Beatty Construction

**Attn:**  
10620 Treena Street  
Suite 300  
San Diego, CA 92131

**Phone:** (858) 635-7400 **Fax:** (858) 635-7401

**From:** Best Contracting Services, Inc.

Dareen Khalil  
19027 S. Hamilton Ave.  
Gardena, CA 90248-4408

**Phone:** (310) 328-6969 **Fax:** (310) 380-6066

We hereby propose to make the following changes:

BEST to provide the expansion joint and the metal flashing as indicated on ASI 018

**Change Order Price** \$22,418.92

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Dareen Khalil 3/31/2023  
Author Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

\_\_\_\_\_  
Authorized Signature Date of Acceptance

# Change Order Request



C.O.R. # 21148-0005-R2

G.C. # CE 87

Date: 3/31/2023

Project Name: 21148 / ROSE AVE ES BP#10

Project #: 21148

## Labor

Labor Type	Man Hrs	\$/Hr	Burden	Fringe	TotalTax	Total Labor
Sheet Metal Foreman	32.00	\$114.35	\$0.00	\$0.00	\$0.00	\$3,659.20
Sheet Metal Journeyman	64.00	\$103.40	\$0.00	\$0.00	\$0.00	\$6,617.60
Sheet Metal Journeyman- Shop	32.00	\$103.40	\$0.00	\$0.00	\$0.00	\$3,308.80
Sub Total					<b>\$0.00</b>	<b>\$13,585.60</b>
Grand Total					<b>\$0.00</b>	<b>\$13,585.60</b>

## Materials

Materials	Quantity	Cost	TotalTax	Total Materials
Sheet Metal Flashing / sht	37.00	\$85.00	\$322.36	\$3,467.36
Misc. and Fasteners	1.50	\$300.00	\$46.13	\$496.13
VSS- 300-E Expansion Joint / lf	47.00	\$30.60	\$147.42	\$1,585.62
Sub Total			<b>\$515.91</b>	<b>\$5,549.11</b>
Grand Total			<b>\$515.91</b>	<b>\$5,549.11</b>

## Equipment

Equipment	Quantity	Cost	TotalTax	Total Equipment
Truck	3.00	\$120.00	\$0.00	\$360.00
Sub Total			<b>0.00</b>	<b>\$360.00</b>
Grand Total			<b>0.00</b>	<b>\$360.00</b>

<b>Total</b>	<b>\$19,494.71</b>
<b>Overhead</b>	<b>\$1,949.47</b>
<b>Profit</b>	<b>\$974.74</b>
<b>Total</b>	<b>\$22,418.92</b>

Reduced the labor Hr to 8+hr for Journeyman and 8+ for shop fabrication.  
 Reduced the EJ material price changed from \$35 per LF to \$30 per LF.

**RE: M66406 RE: Rose Ave - ASI 018 - Building C Stairs - NEED by March 28th**

Sylvia Whitmire <s.whitmire@mmsystemscorp.com>

Tue 5/30/2023 12:28 PM

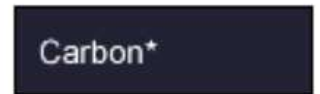
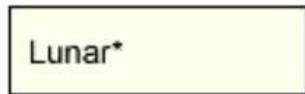
To: Dareen Khalil <dkhalil@bestcontracting.com>

Cc: Travis Covey <t.covey@mmsystemscorp.com>; Brian Carrillo Encore Building Products <brian@encorebuildingproducts.com>

Dareen,

The VSS-300-E is \$30.60/LF + Freight. Colors available are Fog, Carbon, Lunar and Prairie.

**ELASTOPRENE SEAL OPTIONS**



Let me know if you need any additional information.

Thank you,

**Sylvia Whitmire** | Project Services Manager

Direct: 706.824.7546 | Main: 706.824.7500



50 MM Way | Pendergrass, GA | 30567

[s.whitmire@mm.systems](mailto:s.whitmire@mm.systems) | [www.mm.systems](http://www.mm.systems)



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# IRONMAN

I N C O R P O R A T E D

Ironman, Inc.  
20555 Superior Street  
Chatsworth, CA 91311  
Phone: 818.341.0980  
Fax: 818.456.0112

Date : 3/31/2023

Page 1 of 1

**CO #: 21R1**

Job #: 185

Rose K-5

Job Location: Oxnard, CA

## Change Order Request

---

**To: Filbert Carbajal**  
Balfour Beatty  
300 E. Esplanade Drive  
#1120  
Oxnard, CA 93036  
Phone: 805-983-1558  
Fax: 805-983-7249

**Subject:** ASI 018

---

Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

### Description of Change:

---

Per the request of the general contractor and ASI 018, Ironman, Inc. will proceed with the added work as indicated in the attached backup documents.

Total cost of this COR: \$19,011.00

---

The change will cause an increase of \$19,011.00 to the contract amount.

A signature below indicates acceptance of all changes shown herein. Any work associated with this change will begin upon receipt of a signed copy of this C.O. in our office.

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
*Ore Dagan*  
Ironman, Inc.



Ironman, Inc.  
 20555 Superior Street  
 Chatsworth, CA 91311  
 Phone: 818.341.0980

Job Name: **Rose K-5**  
 Address: 220 S. Driskill St.  
 Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185  
 IMN COR # **21**  
 BBC PCO #:

Attn: Rafael Alamillo

Date: **3/31/2023**

**Ironman CO #021 R1 - CE#087 - ASI 018**

ACTIVITY DESCRIPTION	Detail	DATA		Detailing				Shop Labor				Field Labor				Foreman Labor			
		Qty.	Unit	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total
<b>Added Work:</b>																			
- Modification of Wall Railing & HSS on Stair Stringers per ASI 018		1.0	EA	20.00	20	\$ 88.00	\$ 1,760	8.00	8	\$ 83.00	\$ 664	96.00	96	\$ 134.00	\$ 12,864	0.00	-	\$ 143.76	\$ -
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -
<b>Totals:</b>					<b>20</b>		<b>\$1,760</b>		<b>8</b>		<b>\$664</b>		<b>96</b>		<b>\$12,864</b>		<b>-</b>		<b>\$0</b>

**NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)**

FOR ASI 018: ADDED TWENTY DETAILING HOURS TO CAPTURE THE CHANGES AND UPDATE OUR SHOP DRAWINGS ACCORDINGLY. ADDED EIGHT SHOP HOURS TO FABRICATE THE REVISED HANDRAIL EXTENSION MEMBER AND PREPARE FOR FIELD SPLICE TO EXISTING RAILING. FABRICATE NEW WALL BRACKET. ADDED TWELVE FIELD HOURS TO MODIFY THE HAND RAIL & INSTALL THE ADDITIONAL BRACKET (TWO MEN, SIX HOURS EACH). ADDED TWENTY FOUR FIELD HOURS TO MODIFY THE STAIR GAURDRAIL SUPPORT WALL HSS MEMBERS AT THE NORTH STAIR (THREE MEN, EIGHT HOURS EACH). ADDED TWENTY FOUR FIELD HOURS TO MODIFY THE STAIR GAURDRAIL SUPPORT WALL HSS MEMBERS AT THE MEDIA CENTER STAIR (THREE MEN, EIGHT HOURS EACH). ADDED TWENTY FOUR FIELD HOURS TO MODIFY THE STAIR GAURDRAIL SUPPORT WALL HSS MEMBERS AT THE SOUTH STAIR (THREE MEN, EIGHT HOURS EACH). ADDED FOUR FIELD HOURS TO INSTALL ADDED HSS POST INTO CORED HOLE IN EXISTING CONCRETE AT NORTH STAIR. ADDED FOUR FIELD HOURS TO INSTALL ADDED HSS POST INTO CORED HOLE IN EXISTING CONCRETE AT MEDIA CENTER STAIR. ADDED FOUR FIELD HOURS TO INSTALL ADDED HSS POST INTO CORED HOLE IN EXISTING CONCRETE AT SOUTH STAIR.

[MAIN PAGE](#)

	QTY	SHOP	FIELD	TOTAL Costs
Misc. Steel Plate and Tube for Railing	1	\$68.00	\$0.00	\$68.00
Coring of Holes	3	\$0.00	\$275.00	\$825.00
Delivery	1	\$0.00	\$350.00	\$350.00
				\$1,243.00



Division of Pre Con Industries, Inc  
PO Box 5728

Toll Free: 1800.928.6650  
Direct: 805.928.3397  
Fax: 805.928.0977

License #809679

# Change in Plans and Specifications

To: Rafael Alamillo

Company: Balfour Beatty

Fax:

From: James Pedretti

Date: 4/14/2023

Project: Rose Avenue K-5 School

Page: 2

**CE#23.3** Description Of Work: Per ASI #018, at Building C, the 3 Exterior Stairways framing details are adjusted. Credit for lowering the framing @ handrails, additional cost for cutting the tube steel supports, layout and framing of openings for louvers. Framing below South Stair landing is different. This includes welding of additional clips for handrail at the second floor landing of the South Wing similar to CCD-13, and additional framing needed under landing. North wing landing work under CCD-13 has been addressed under our CE #5. -

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

**Description Of Work: Per ASI #018, at Building C, the 3 Exterior Stairways framing details are adjusted. Credit for lowering the framing @ handrails, additional cost for cutting the tube steel supports, layout and framing of openings for louvers. Framing below South Stair landing is different. This includes welding of additional clips for handrail at the second floor landing of the South Wing similar to CCD-13, and additional framing needed under landing. North wing landing work under CCD-13 has been addressed under our CE #5.**

<b>Labor:</b>	\$	<b>5,725.47</b>
<b>Materials &amp; Equip:</b>	\$	<b>2,581.73</b>
<b>Overhead/Profit 15%:</b>	\$	<b>1,246.08</b>

**Total Amount:** \$ **9,553.27**

**\*Please sign and fax back to continue with material order\***

For which an add of \$ **9,553.27** is made to contract price and an additional (6) work day(s) is added to scope.

CHANGE AUTHORIZED BY:

Signed \_\_\_\_\_

Dated \_\_\_\_\_

**CONFIDENTIAL**





# Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 3/15/2023

Job Name : Rose Ave ES

Extra Work Proposal # : 40

**Description of work:**

The addition of (6) added louvers per ASI-18.  
Expedited Freight will be an added cost. 14"X14" Louvers

**Pricing Breakdown:**

Sheet Metal-Field		\$	7,563.43
Project Support		\$	300.00
Jobsite Expenses		\$	120.00
Sales Tax	9.25%	\$	222.49
Warranty Reserve (Direct Cost + Subs)	2.00%	\$	164.12
<b>TOTAL COST</b>		<b>\$</b>	<b>8,370.04</b>
+ Overhead	15%	\$	1,255.51
<b>Total Extra Work Proposal Price</b>		<b>\$</b>	<b>9,626.30</b>

Time extension required because of labor added by this change is 5.1 workdays

This proposal includes 41 straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: \_\_\_\_\_ Waiting for authorization: X

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: Joel Cerda  
Project Manager

Date: 4/5/2023

Approved by: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

SHEET METAL - FIELD INSTALL	UNITS	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Material Handling	7.5%	3.0				\$ 120.86	\$ 362.58		\$ 362.58
Louwer Installation		32.0				\$ 126.11	\$ 4,035.52	\$ 2,369.70	\$ 6,405.22
Clean-up for added work	3%	2.0	0.0	0.0	0.0	\$ 120.86	\$ 241.72		\$ 241.72
Field Consumables	2%							\$ 35.55	\$ 35.55
Superintendent	10%	4.0	0.0	0.0	0.0	\$ 129.59	\$ 518.36		\$ 518.36
<b>Sheet Metal Field Totals:</b>		41.0	0.0	0.0	0.0		\$ 5,158.18	\$ 2,405.25	\$ 7,563.43
PROJECT SUPPORT		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$		TOTAL \$
Project Managers		2.0				\$ 150.00	\$ 300.00		\$ 300.00
<b>Project Support Totals:</b>		2.0	0.0	0.0	0.0		\$ 300.00	-	\$ 300.00
Jobsite Expenses						# PAGES		RENTAL \$	TOTAL \$
Truck Charge									\$ 120.00
<b>Jobsite Expense Total:</b>								-	\$ 120.00

# Material Cost

## Quote - Lot Price

### Customer Information

To: CODY  
 SMITH MECHANICAL-ELECTRICAL  
 PL  
 1340 W. BETTERAVIA RD.  
 ATTN: CODY - 60040689  
 SANTA MARIA, CA 93455  
 Phone: 805.621.5062

### Project Information

Architect:  
 Engineer:  
 Contractor:  
 Location:  
 Addendum:  
 Specifications:

### Quote Details

Quote Reference #:  
 Schedule Date: Standard  
 Not Before:  
 Freight Terms: FFA - Full Freight  
 Allowed  
 Freight Method: Standard

Expedited Freight will be an extra charge

### (4) Model SFD-445

#### General Construction

Dimensions: Nominal (approximately 1/2" (12) undersized)  
 Material: Galvannealed  
 Material thickness (in): 20  
 Frame and blade attachment: Mechanically fastened  
 Frame: 4" deep channel  
 Blade: 45° draibable

#### Options

Screen 1 configuration: Material: Galvanized steel; Type: Bird screen; Pattern: 1/2" x 19 gauge  
 Installation hardware: Standard clip angles  
 Finish: Polyester powder, Custom color name: TBD  
 Finish warranty: 5 year  
 Sill flashing: Closed end  
 Head flashing: Open end

#### Details

Line item	Tag	Qty	Louver size (in.xxxx)	Sections
			W x H	Wide x High
		6	14 x 14	1 x 1

Total Net

\$ 2,369.70

# Cut Sheets

## Submittal

### Model SFD-445

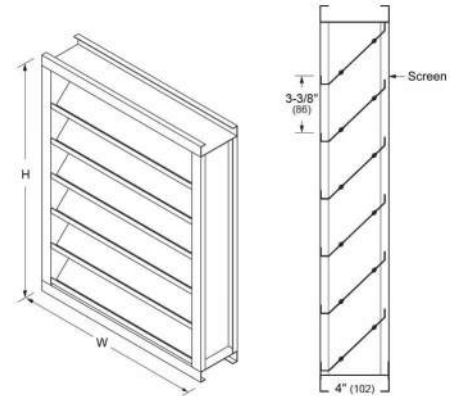
Galvanealed steel louver

### General construction

- Dimensions:** Nominal (approximately 1/2" (12) undersized)
- Material:** Galvanealed
- Material thickness (in):** 20
- Frame and blade attachment:** Mechanically fastened
- Frame:** 4" deep channel
- Blade:** 45° draibable

### Options

- Screen 1 configuration:** Material: Galvanized steel; Type: Bird screen; Pattern: 1/2" x 19 gauge
- Installation hardware:** Standard clip angles
- Finish:** Polyester powder, Custom color name: TBD
- Finish warranty:** 5 year
- Sill flashing:** Closed end
- Head flashing:** Open end



### Ratings

- Free area:** [48" x 48" (1219 x 1219) unit]: 8.5 ft<sup>2</sup> (0.79 m<sup>2</sup>) 53.1% (1 side)
- Velocity @ 0.15 in.wg. Pressure Loss:** 850 fpm (4.32 m/s)
- Std. Design Load:** 30 psf

### Performance at beginning point of water penetration

- Free area velocity:** 715 fpm (3.63 m/s)
- Air volume delivered:** 6092 cfm (2.88 m<sup>3</sup>/s)
- Pressure loss:** 0.11 in.wg. (27 Pa)

### Details

Line item	Tag	Qty	Louver size (in.xxxx)	Sections	Ratings			Free area	
			W x H	Wide x High	CFM	FPM	PD (in.w.g.)	ft <sup>2</sup>	%
7		4	14 x 14	1 x 1				0.44	34.4

Model SFD-445

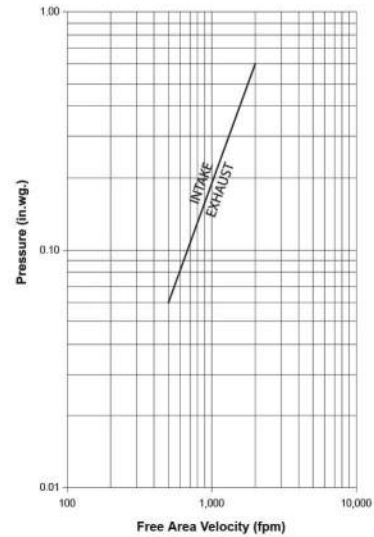
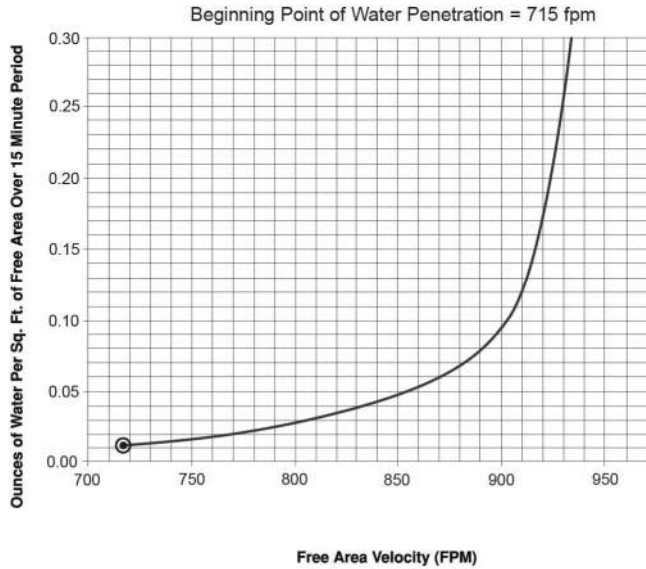
This submittal sheet reflects only the construction and options selected and is not indicative of all constructions and options that are available for the product. For more information, please contact your local representative or visit us at [www.pottorff.com](http://www.pottorff.com).

Note that performance data in the details section of this submittal are calculated values, and are not AMCA certified.

Information is subject to change without notice or obligation.

Note: Dimensions in parentheses ( ) are millimeters.

## Submittal Model SFD-445 Performance



### Water penetration

AMCA defines the beginning point of water penetration as the free area velocity at the intersection of a simple linear regression of test data and the line of 0.01 ounces of water per square foot of free area and is measured through a 48" x 48" louver during a 15 minute period. The AMCA water penetration test provides a method for comparing louver models and designs as to their efficiency in resisting the penetration of rainfall under specific lab conditions. Pottorff recommends that intake louvers are selected with a reasonable margin of safety below the beginning point of water penetration in order to avoid unwanted penetration during severe storm conditions.

### Pressure loss

Louver test size = 48" x 48" (1219 x 1219)

This submittal sheet reflects only the construction and options selected and is not indicative of all constructions and options that are available for the product. For more information, please contact your local representative or visit us at [www.pottorff.com](http://www.pottorff.com).

Information is subject to change without notice or obligation.

Note: Dimensions in parentheses ( ) are millimeters.

## Application and Design

Open or closed end for use with extruded aluminum or formed steel louver models.

## Standard Construction

**Material:** 20 ga. (1.0) thick 5052-H32 aluminum louvers or 20 ga. (1.0) thick galvanized for formed metal louvers.

**Finish:** To match louver finish.

**Minimum Size:** See appropriate louver minimum.

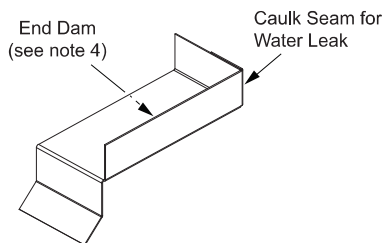
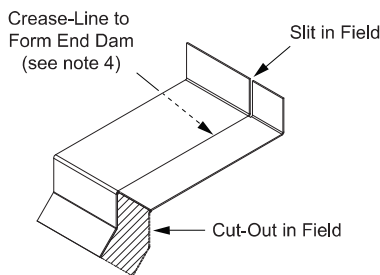
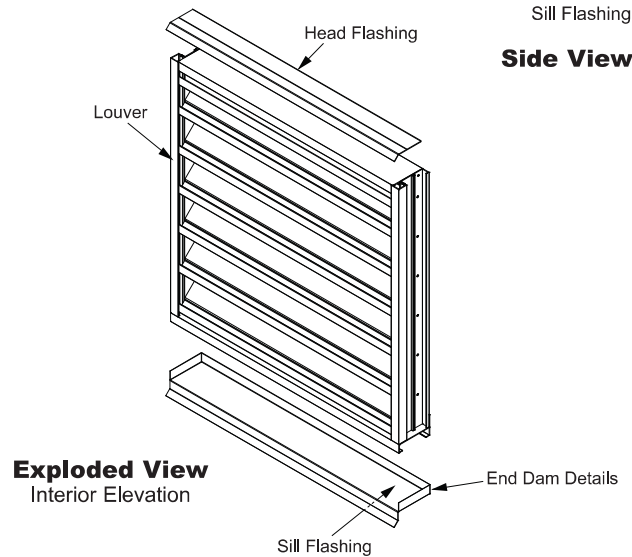
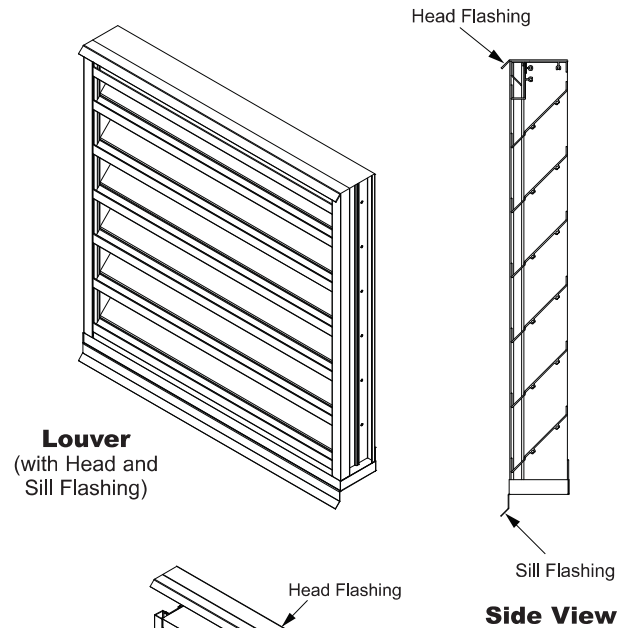
**Maximum Size:** See appropriate louver maximum.

## Typical Details

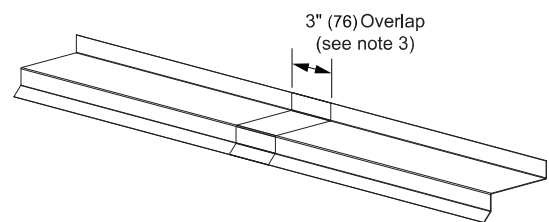
Views show closed end on extruded aluminum louver - formed steel louver similar.

## Sill Flashing Detail Notes

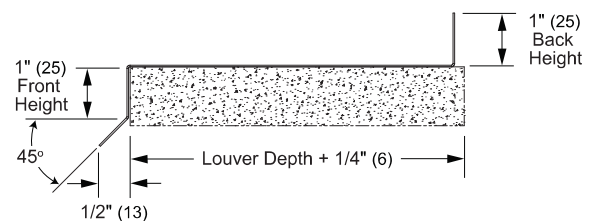
1. Pottorff's standard louver sill flashing is 20 ga. (1.0) aluminum material that is finished to match the louver.
2. Pottorff strongly recommends sill flashing be used under louvers that are multi-section wide.
3. Pottorff provides sufficient flashing length for a minimum overlap of 3" (76) where lengths of flashing are joined under section(s). The installer must adequately seal this overlap joint with sealant.
4. End dams are optional. The extra length must be formed in the field. Rear vertical seam must be sealed by installer after shaping.



**End Dam Details**



**Sill Flashing Overlap Detail**



**Standard Sill Flashing Profile**

Sill/Head Flashing IISHF (1/1) February 2020





**IBI GROUP**  
537 South Broadway., Suite 500  
Los Angeles, CA 90013

[www.IBIGroup.com](http://www.IBIGroup.com)

## ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

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<b>PROJECT:</b>	Rose Avenue K-5 School	<b>ASI NO.:</b>	<b>018</b>
<b>OWNER:</b>	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	<b>DATE:</b>	03/24/2022
<b>Construction Management</b>	Caldwell Flores Winters, Inc. 815 Colorado Blvd. Suite 201 Los Angeles, CA 90042	<b>ARCHITECT:</b>	IBI Group 537 South Broadway, Suite 500 Los Angeles, CA 90013
<b>CONTRACTOR:</b>	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CCA 93036	<b>PROJECT NO.:</b>	109990
		<b>DSA FILE NO.:</b>	56-22
		<b>APPLICATION NO.:</b>	03-119284

---

The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

---

### **Description:**

**Refer to Building C - North Stair; ASI018 SK-01 / ASI018\_SK-02**

1. **Provide** Louver at North and West elevation, per attached **ASI018 SK-03**.
2. **Provide** top closure of West Wall, (below stairs), per **ASI018 SK03 and SK06**.
3. **Provide** vertical Expansion Joint cover at West wall, between end of wall framing and building exterior wall, per **ASI018 SK-03 and SK-16**.
4. **Revise** Guard Rail / Wall height above stair stringer, per attached **ASI018 SK-04 and SK-A15**.
5. **Provide** additional support post at bottom stair wall extension, per attached **ASI018 SK-A04**.
6. **Provide** Seismic Gap at top landing wall framing, per attached **ASI018 SK-A05**.
7. **Provide** reglet / flashing between exterior face of building and stair stringer, per attached **ASI018 SK-10**.

**Refer to Building C - Media Stair; ASI018 SK-A01 / ASI018\_SK-07**

- 8. **Provide** Louver at South and East elevation, per attached **ASI018 SK-08**.
- 9. **Provide** Expansion Joint cover at East wall, between end of wall framing and building exterior wall, per **ASI018 SK-08 and SK-16**.
- 10. **Revise** Guard rail / Wall height above stair stringer per attached **ASI018 SK-09 and SK-15**.
- 11. **Provide** additional support post at bottom stair wall extension, per attached **ASI018 SK-09**.
- 12. **Provide** Seismic Gap at top landing between wall framing and adjacent guardrail, per attached **ASI018 SK-A09**.
- 13. **Provide** reglet / flashing between exterior face of building and stair stringer, per attached **ASI018 SK-10**.

**Refer to Building C - South Stair; ASI018 SK-01 / ASI018 SK-11**

- 14. **Provide** Louver at North and West elevation, per attached **ASI018 SK-12**.
- 15. **Provide** vertical Expansion Joint cover at North and South elevation, per attached **ASI018 SK-12 and SK-16 SIM**.
- 16. **Revise** Guard rail / Wall height above stair stringer per attached **ASI018 SK-A13 and SK-A15**.
- 17. **Provide** addition support post at bottom stair wall extension, per attached **ASI018 SK-A13**.
- 18. **Provide** Seismic Gap at top landing wall framing, per attached **ASI018 SK-14**.
- 19. **As point of clarification**, Guard Rail / Wall framing at top landing to follow edge of concrete deck. See **ASI 018 SK-17 and SK-18**.

**Attachments: ASI 018 SK-01 thru SK-15**

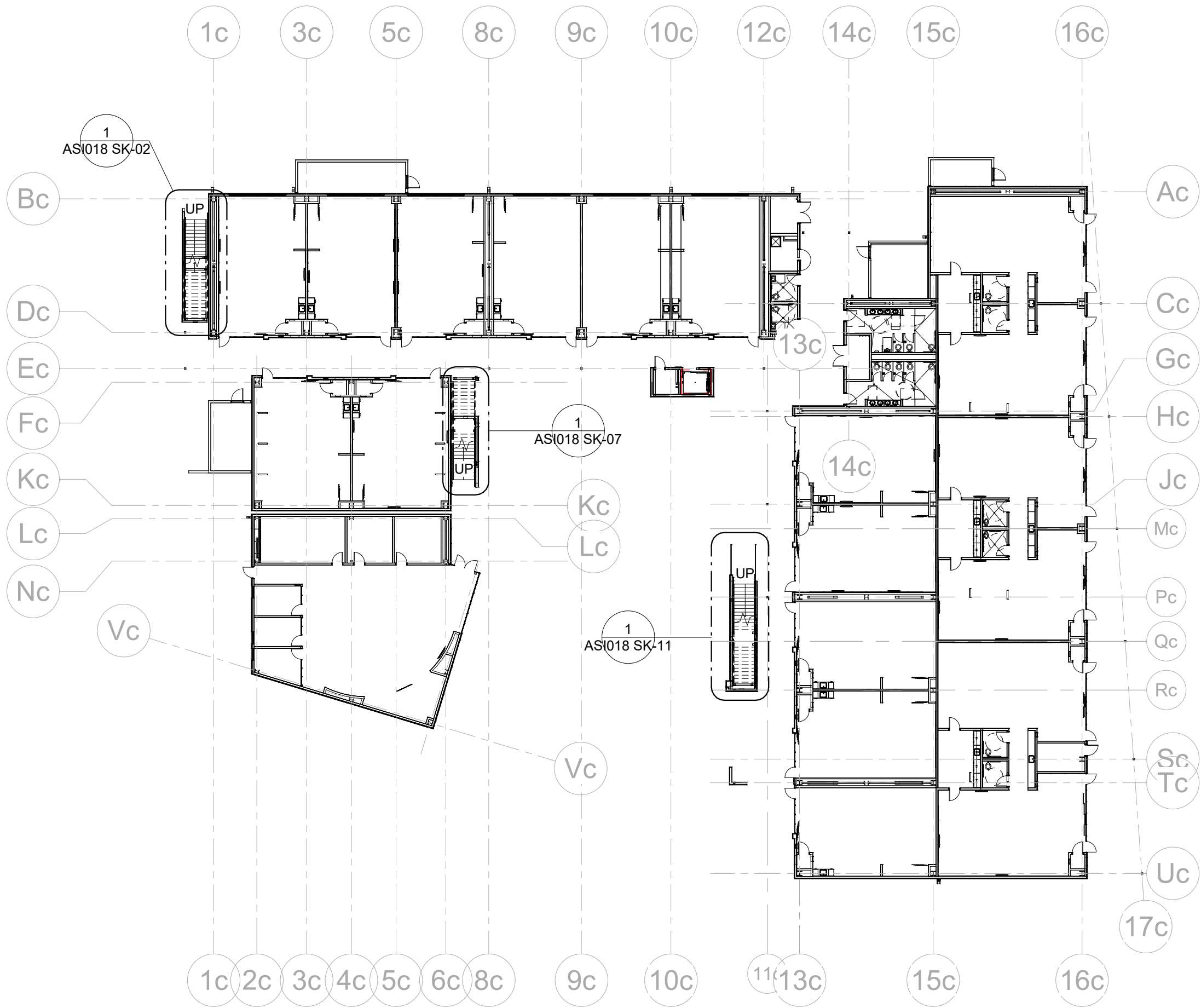
ISSUED:  
IBI GROUP, A CALIFORNIA PARTNERSHIP

ACCEPTED:

By: Ruben R Date: 03/24/2023

By: \_\_\_\_\_ Date: \_\_\_\_\_

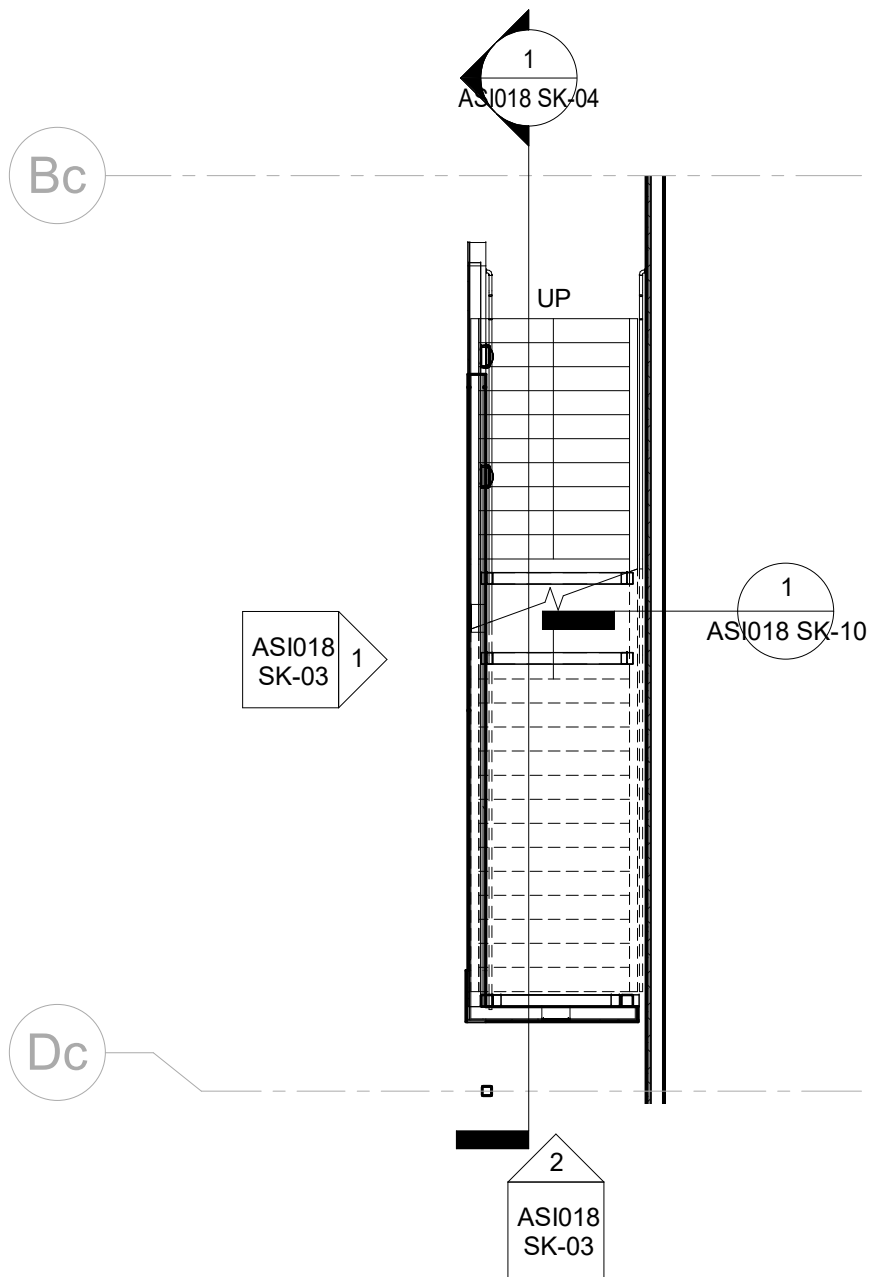






1 BUILDING C - FIRST FLOOR PLAN  
1" = 30'-0"

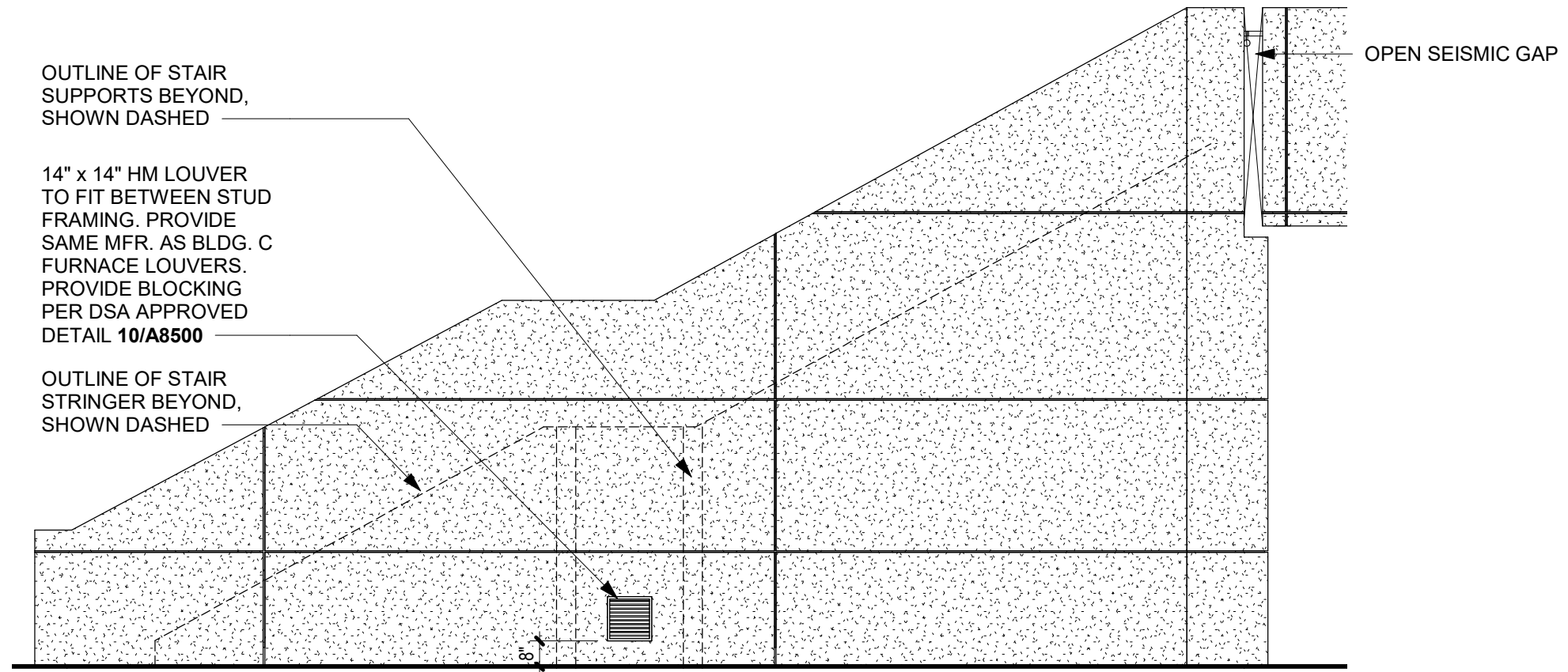
<b>BUILDING C - FIRST FLOOR PLAN</b> <b>ROSE AVENUE K-5 SCHOOL</b> <b>OXNARD SCHOOL DISTRICT</b>	DATE 03/21/23	<b>ASI018</b> <b>SK-01</b>
	OXNARD CA	REFERENCE SHEET NO.
PROJECT NO. 109990	DSA FILE NO. 56-22	03-119284 DSA APP. NO.

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Los Angeles CA 90013  
213.769.0011 fax: 213.769.0016



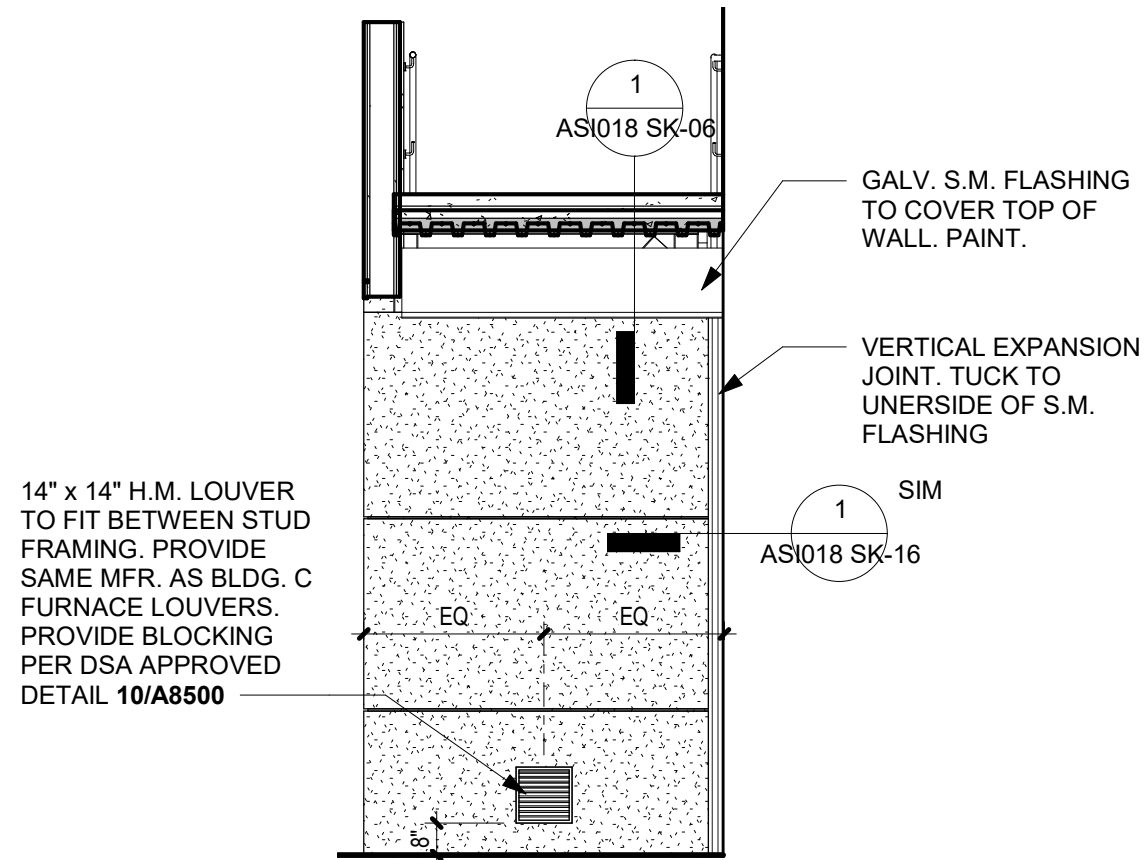
① BUILDING C - ENLARGED NORTH STAIR PLAN  
1/8" = 1'-0"

  Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016		<b>BUILDING C - ENLARGED NORTH STAIR PLAN</b>			
		<b>ROSE AVENUE K-5 SCHOOL</b>		DATE 03/21/23	
		<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>ASI018 SK-02</b>
		PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO.	
	DSA APP. NO. 03-119284				



1 BUILDING C NORTH STAIR - NORTH ELEVATION  
1/4" = 1'-0"

FOR ADDITIONAL INFORMATION NOT SHOWN, SEE 8/A5001C.



2 BUILDING C NORTH STAIR - WEST ELEVATION  
1/4" = 1'-0"

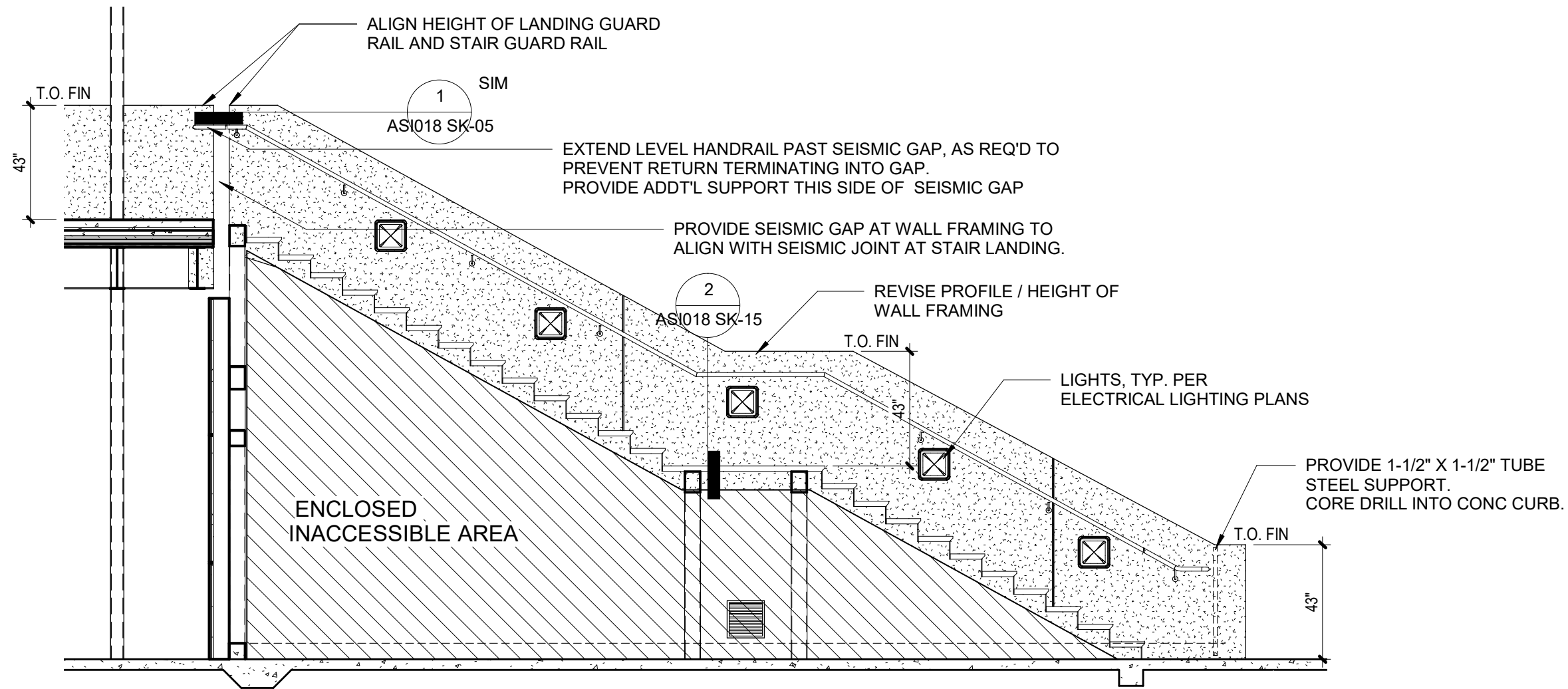
FOR ADDITIONAL INFORMATION NOT SHOWN, SEE 8/A5001C.

<b>BUILDING C - NORTH STAIR ELEVATIONS</b>  <b>ROSE AVENUE K-5 SCHOOL</b>  <b>OXNARD SCHOOL DISTRICT</b>	DATE 03/21/23	<b>ASI018</b> <b>SK-03</b>
	OXNARD CA	REFERENCE SHEET NO.
PROJECT NO. 109990	DSA FILE NO. 56-22	DSA APP. NO. 03-119284

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213.769.0011 fax: 213.769.0016

**749**

NOTE: SEE  
CCD 013 FOR  
GUARDRAIL  
AT LANDING



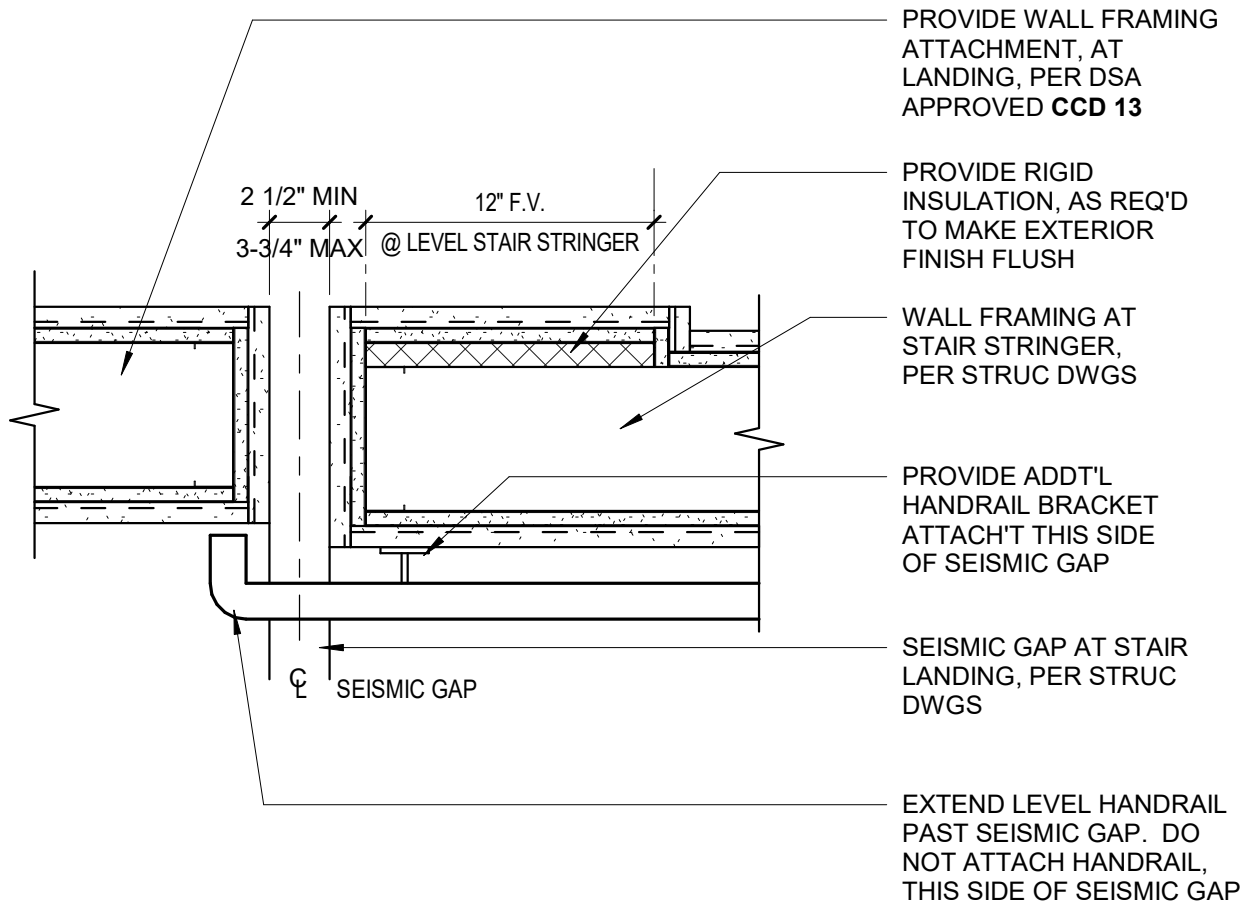
NOTE: FOR ADDITIONAL INFORMATION NOT SHOWN, SEE 6/A5002C.

1 BLDG C NORTH - STAIR SECTION LOOKING NORTH  
1/4" = 1'-0"


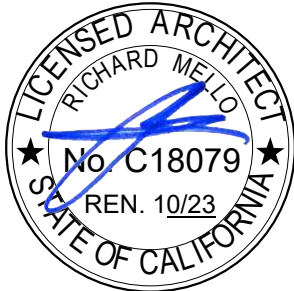
<b>BUILDING C - NORTH STAIR WALL LOOKING NORTH</b> <b>ROSE AVENUE K-5 SCHOOL</b> <b>OXNARD SCHOOL DISTRICT</b>		DATE 03/21/23	<b>ASI018</b> <b>SK-04</b>
		OXNARD CA	REFERENCE SHEET NO. 6/A5002C
PROJECT NO. 109990		DSA FILE NO. 56-22	03-119284 DSA APP. NO.

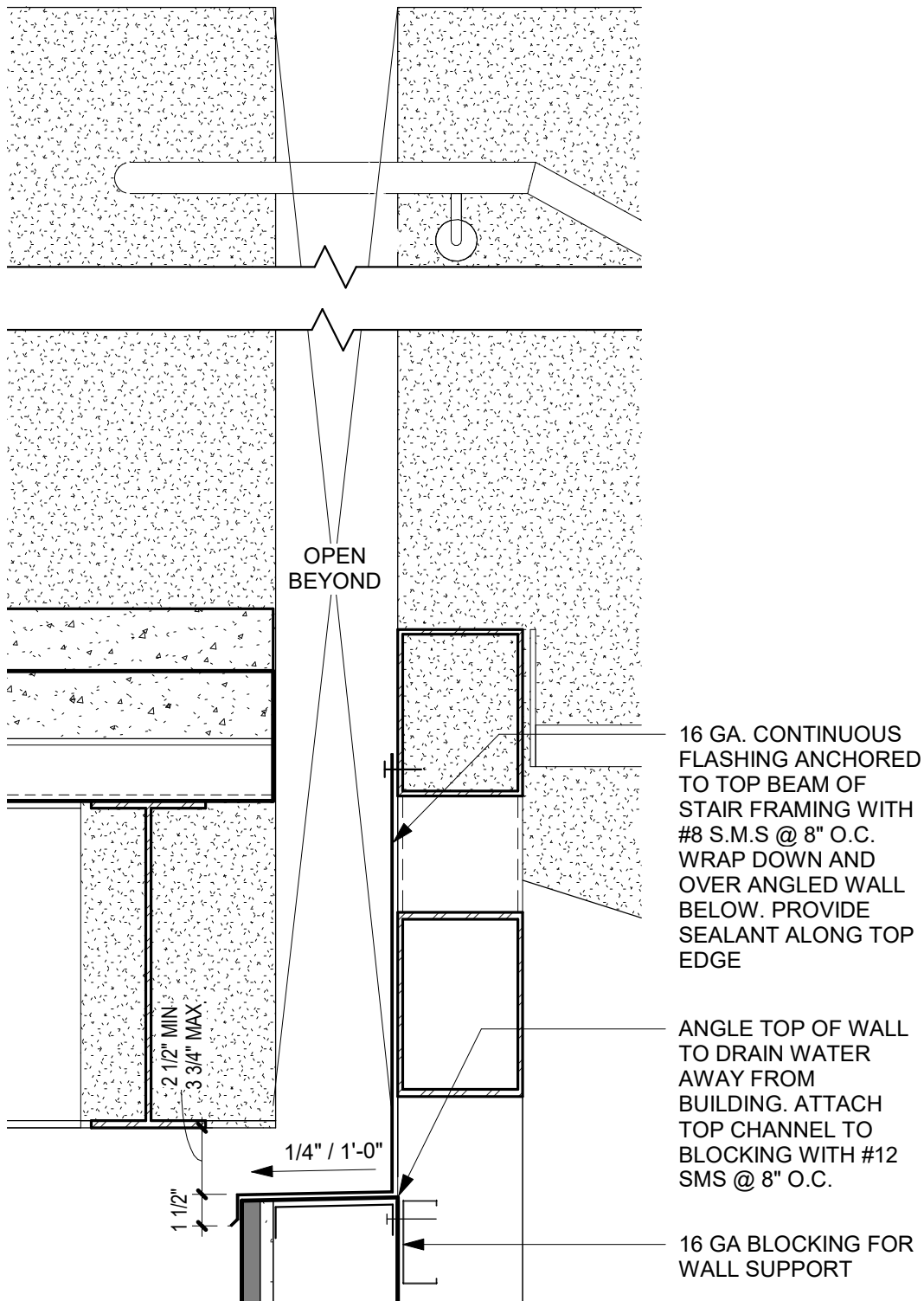
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Los Angeles CA 90013  
213.769.0011 fax: 213.769.0016

750



① SEISMIC GAP AT NORTH STAIR LANDING - FURRED  
 1 1/2" = 1'-0"

 Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016		<b>BUILDING C - NORTH STAIR WALL DETAILS</b>		DATE	
		<b>ROSE AVENUE K-5 SCHOOL</b>		03/21/23	
		<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>ASI018 SK-05</b>
		PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO.	
	DSA APP. NO. 03-119284				



① WALL @ UNDERSIDE OF STAIR  
 1 1/2" = 1'-0"

**IBI**

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 537 South Broadway, Suite 500  
 Los Angeles CA 90013  
 213.769.0011 fax: 213.769.0016



**BUILDING C - NORTH STAIR WALL DETAILS**

**ROSE AVENUE K-5 SCHOOL**

DATE  
 03/21/23

**OXNARD SCHOOL DISTRICT**

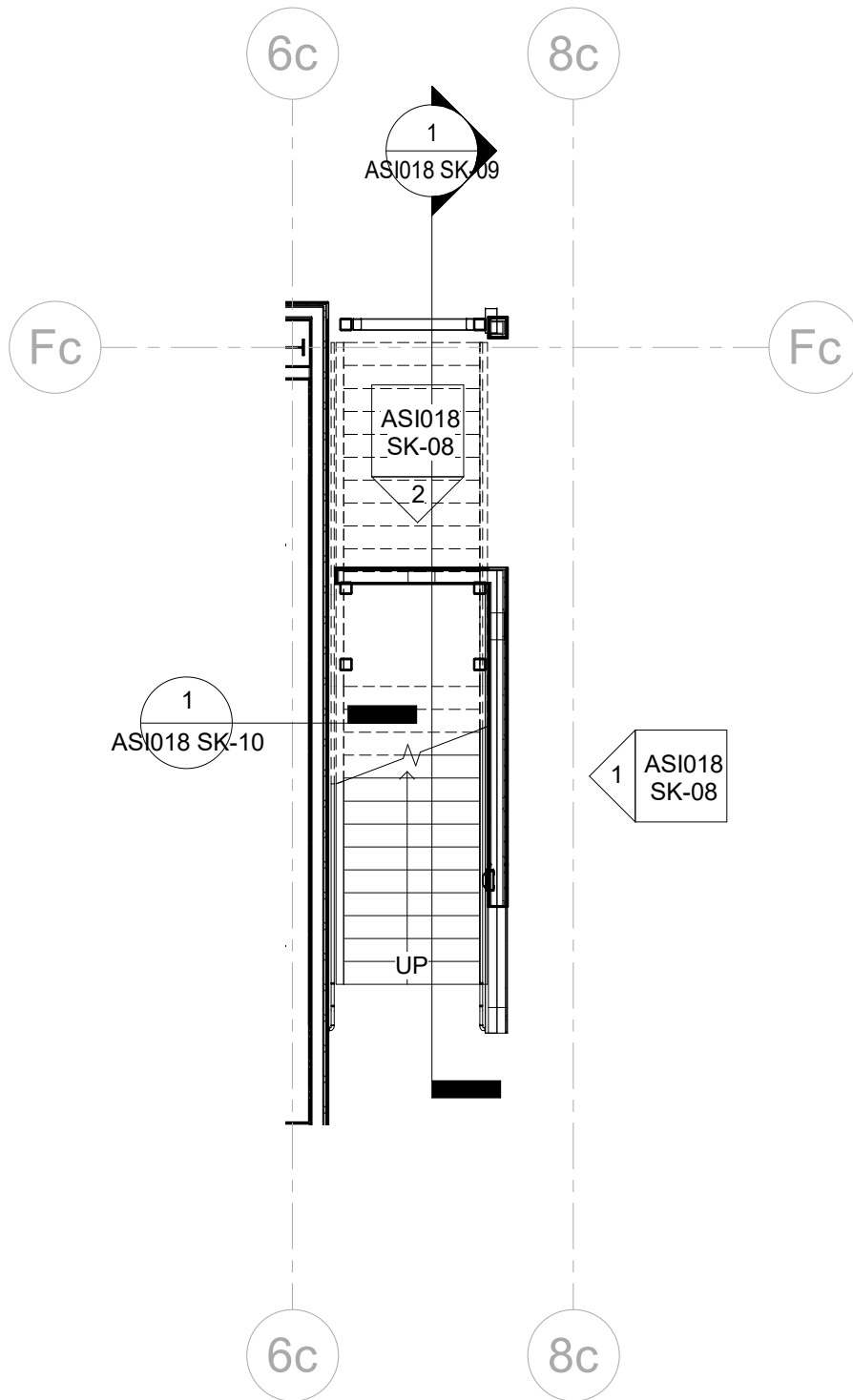
OXNARD  
 CA

**ASI018  
 SK-06**



PROJECT NO. 109990  
 DSA FILE NO. 56-22  
 DSA APP. NO. 03-119284

REFERENCE SHEET NO.





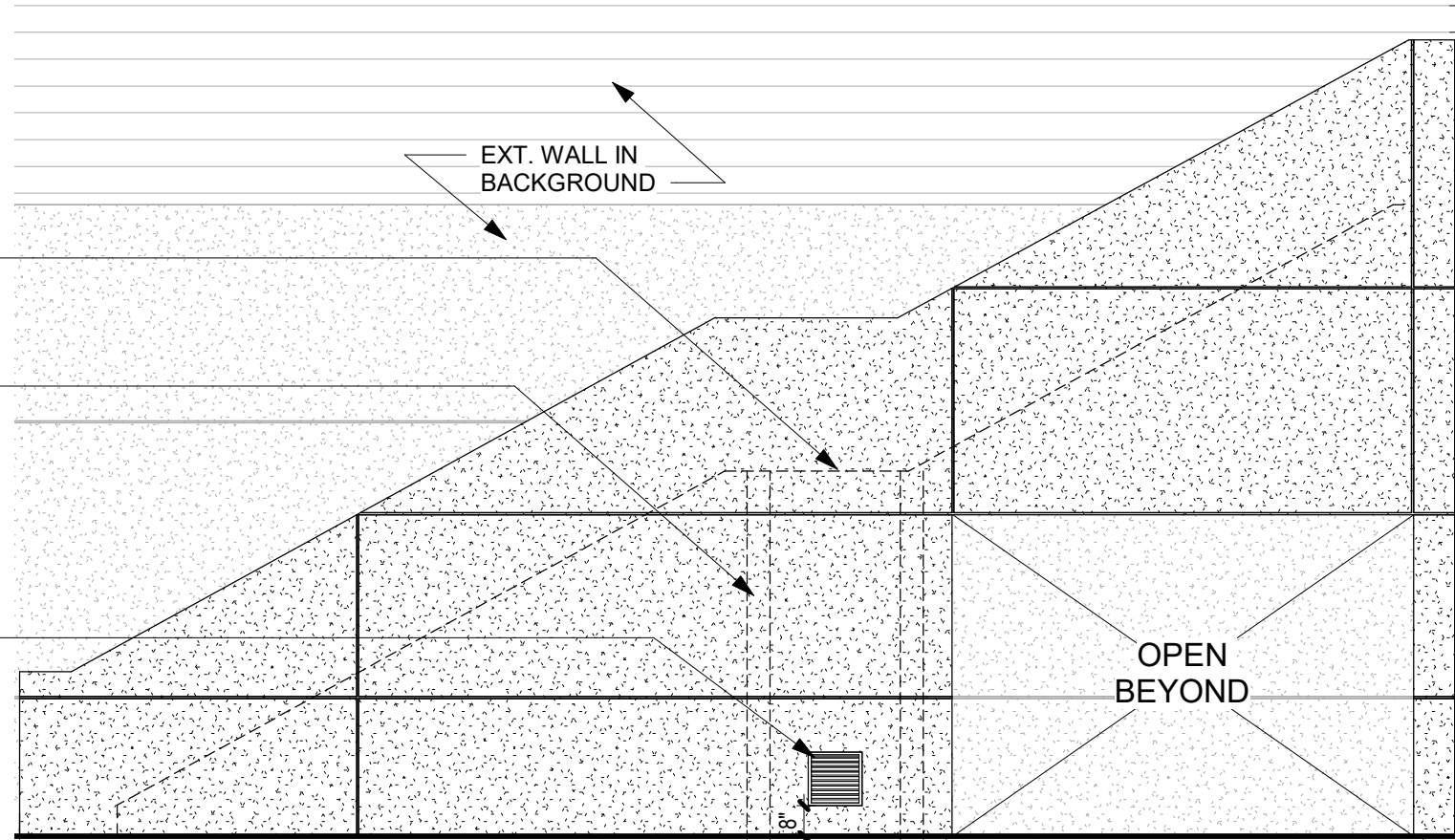
1 BUILDING C - ENLARGED NORTH (MEDIA) STAIR PLAN  
 1/8" = 1'-0"

 Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016		<b>BUILDING C - ENLARGED NORTH (MEDIA) STAIR PLAN</b>		DATE 03/21/23	
		<b>ROSE AVENUE K-5 SCHOOL</b>			<b>ASI018                  SK-07</b>
		<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	
		PROJECT NO. 109990	DSA FILE NO. 56-22	DSA APP. NO. 03-119284	

OUTLINE OF STAIR STRINGER BEYOND, SHOWN DASHED

OUTLINE OF STAIR SUPPORTS BEYOND, SHOWN DASHED

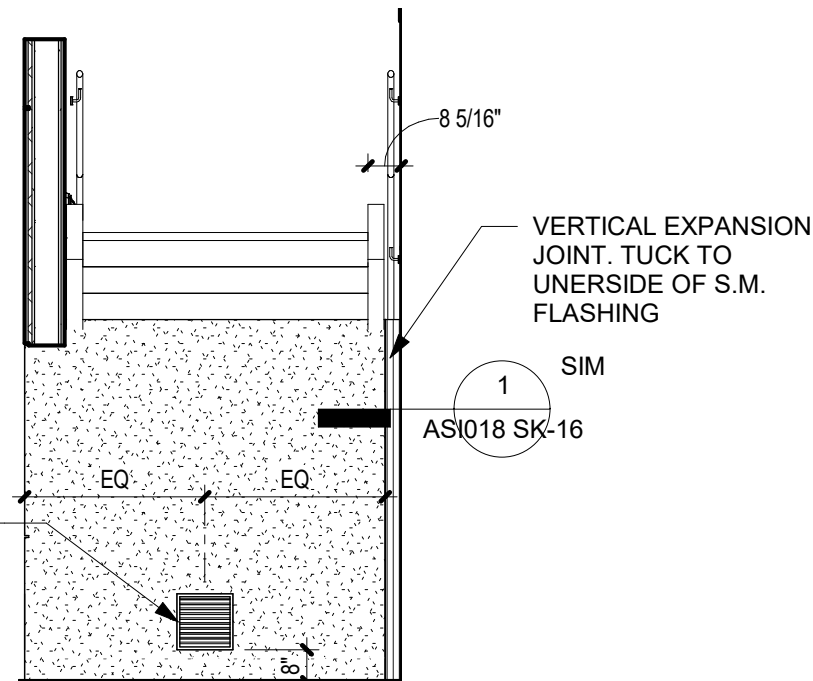
14" x 14" H.M. LOUVER TO FIT BETWEEN STUD FRAMING. PROVIDE SAME MFR. AS BLDG. C FURNACE LOUVERS. PROVIDE BLOCKING PER DSA APPROVED DETAIL 10/A8500



1 BUILDING C NORTH (MEDIA) STAIR - SOUTH ELEVATION  
1/4" = 1'-0"

FOR ADDITIONAL INFORMATION NOT SHOWN, SEE 8/A5001C.

14" x 14" H.M. LOUVER TO FIT BETWEEN STUD FRAMING. PROVIDE SAME MFR. AS BLDG. C FURNACE LOUVERS. PROVIDE BLOCKING PER DSA APPROVED DETAIL 10/A8500



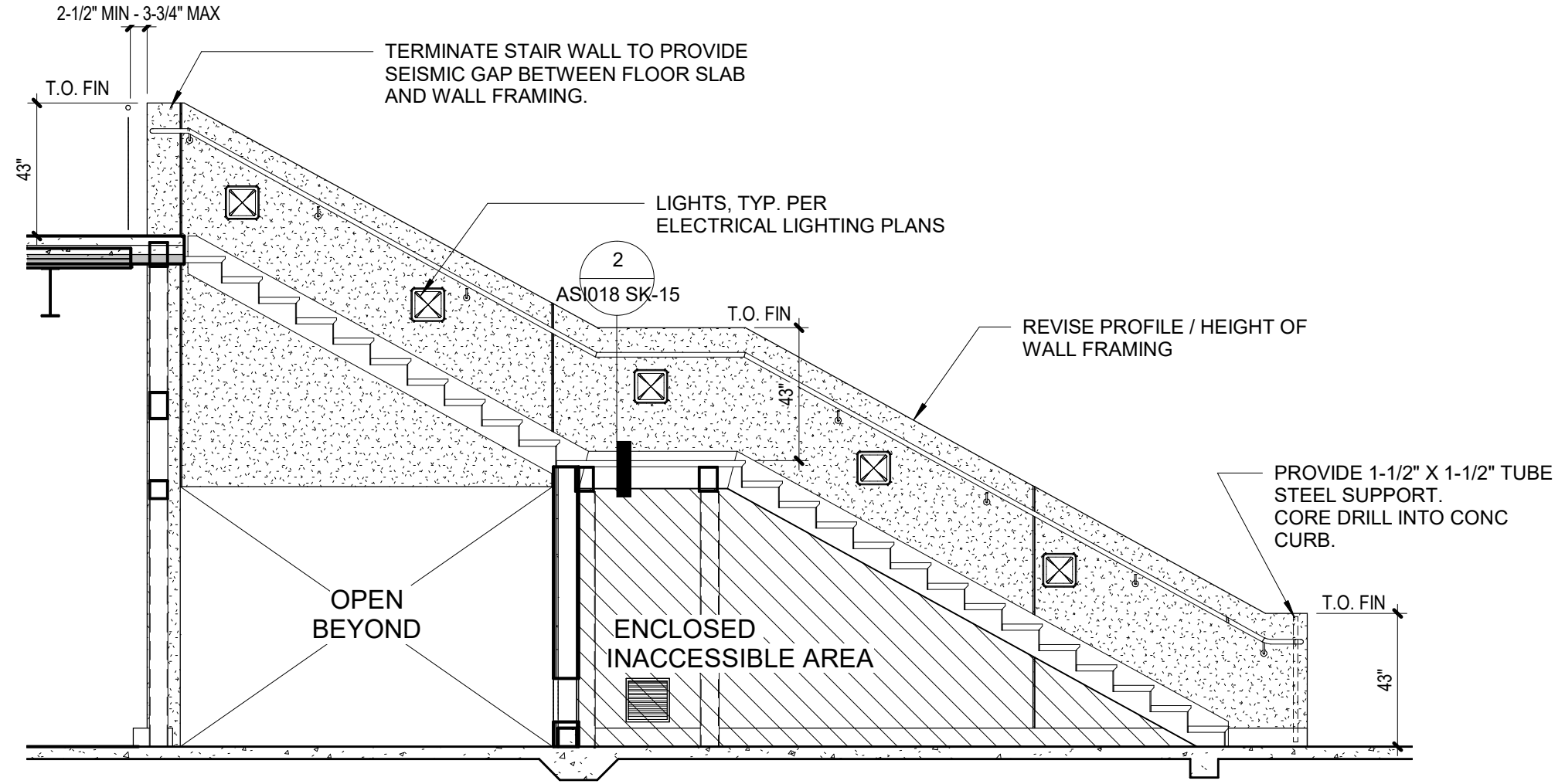
2 BUILDING C NORTH (MEDIA) STAIR - EAST ELEVATION  
1/4" = 1'-0"

FOR ADDITIONAL INFORMATION NOT SHOWN, SEE 8/A5001C.

<b>BUILDING C - NORTH (MEDIA) STAIR ELEVATIONS</b>		DATE	03/21/23
		PROJECT NO.	109990
ROSE AVENUE K-5 SCHOOL		OXNARD	CA
OXNARD SCHOOL DISTRICT		REFERENCE SHEET NO.	ASI018 SK-08
PROJECT NO.		DSA FILE NO.	56-22
109990		DSA APP. NO.	03-119284

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Los Angeles CA 90013  
213.769.0011 fax: 213.769.0016

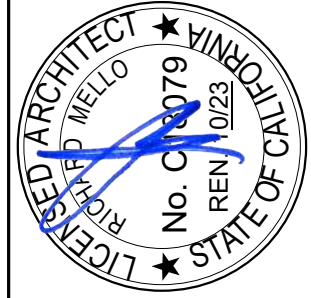
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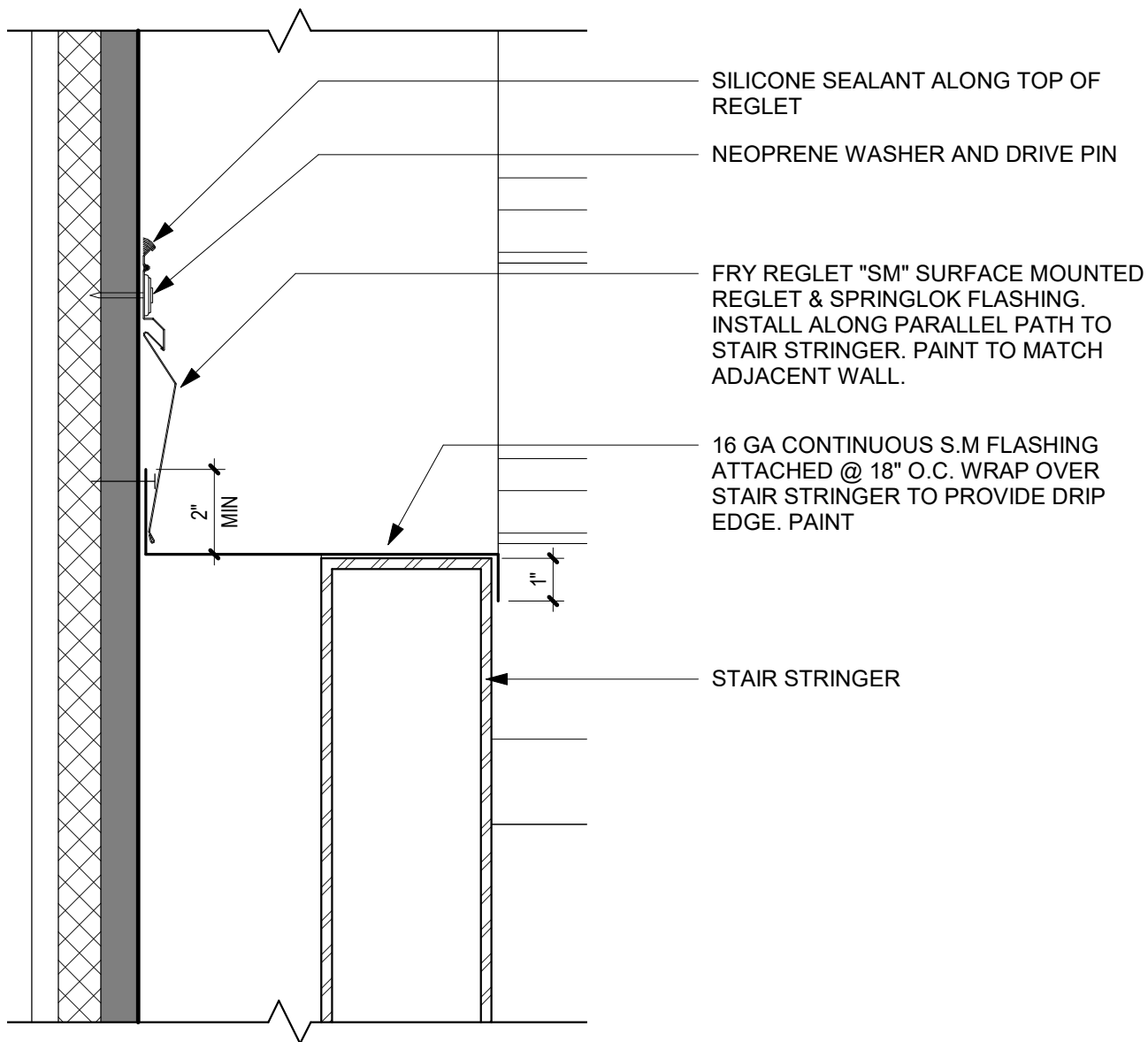
FOR ADDITIONAL INFORMATION NOT SHOWN, SEE 8/A5001C.

1 BLDG C NORTH (MEDIA) - STAIR SECTION LOOKING NORTH  
1/4" = 1'-0"

<b>BUILDING C - NORTH (MEDIA) STAIR WALL LOOKING SOUTH</b>		DATE	03/21/23
		OXNARD CA	REFERENCE SHEET NO. 8/A5001C
<b>ROSE AVENUE K-5 SCHOOL</b>		PROJECT NO.	109990
<b>OXNARD SCHOOL DISTRICT</b>		DSA FILE NO.	56-22
		DSA APP. NO.	03-119284
		AS1018	SK-09





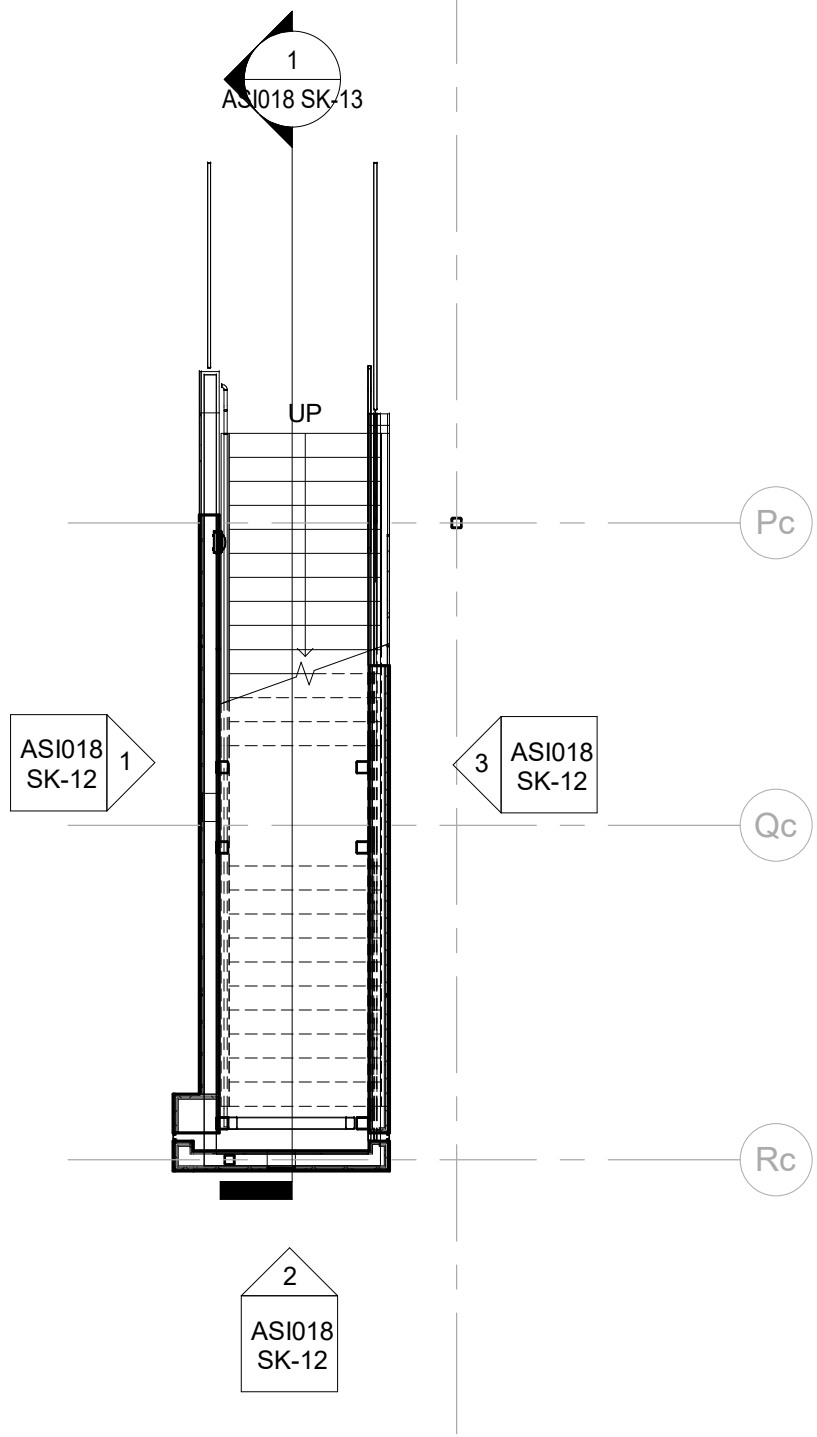
**[ IBI ]**  
 Los Angeles  
 537 South Broadway, Suite 500  
 Los Angeles CA 90013  
 213.769.0011 fax: 213.769.0016





GAP @ BUILDING & STAIR STRINGER - TYP @ BUILDING C NORTH AND BUILDING C MEDIA STAIR

1 3" = 1'-0"

 <p>Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016</p>		<b>BUILDING C - NORTH (MEDIA) STAIR WALL DETAILS</b>		DATE 03/21/23	
		<b>ROSE AVENUE K-5 SCHOOL</b>			OXNARD CA
		<b>OXNARD SCHOOL DISTRICT</b>			<b>ASI018 SK-10</b>
		PROJECT NO. 109990	DSA FILE NO. 56-22	DSA APP. NO. 03-119284	REFERENCE SHEET NO.



① BUILDING C - ENLARGED SOUTH STAIR PLAN  
 1/8" = 1'-0"

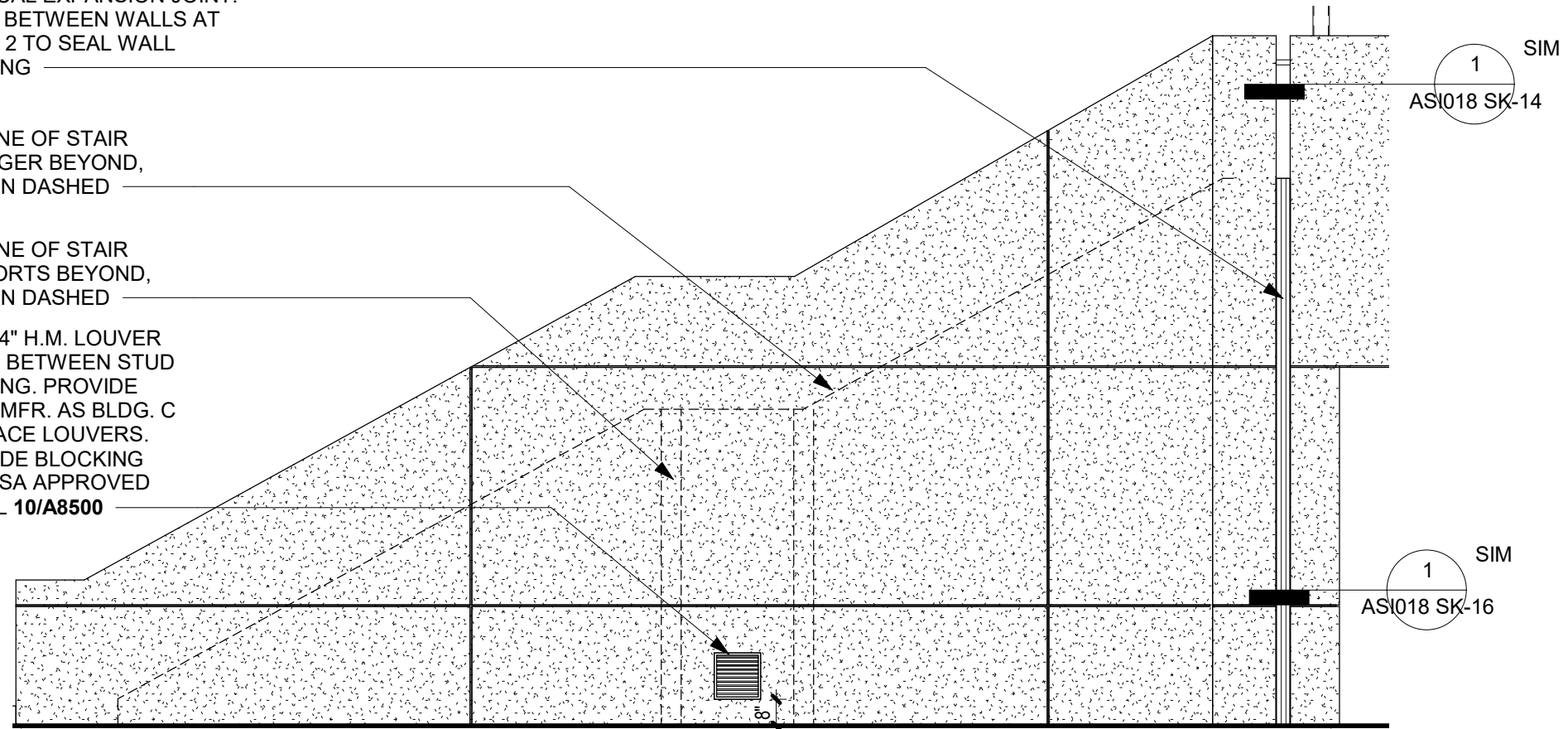
 Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016		<b>BUILDING C - ENLARGED SOUTH STAIR PLAN</b>		DATE	
		<b>ROSE AVENUE K-5 SCHOOL</b>		03/21/23	
		<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>ASI018 SK-11</b>
		PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO.	
	DSA APP. NO. 03-119284				

VERTICAL EXPANSION JOINT.  
WRAP BETWEEN WALLS AT  
LEVEL 2 TO SEAL WALL  
OPENING

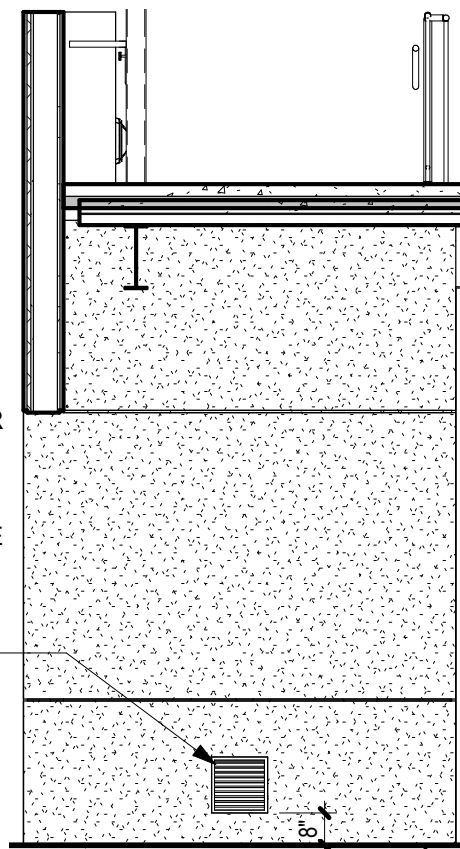
OUTLINE OF STAIR  
STRINGER BEYOND,  
SHOWN DASHED

OUTLINE OF STAIR  
SUPPORTS BEYOND,  
SHOWN DASHED

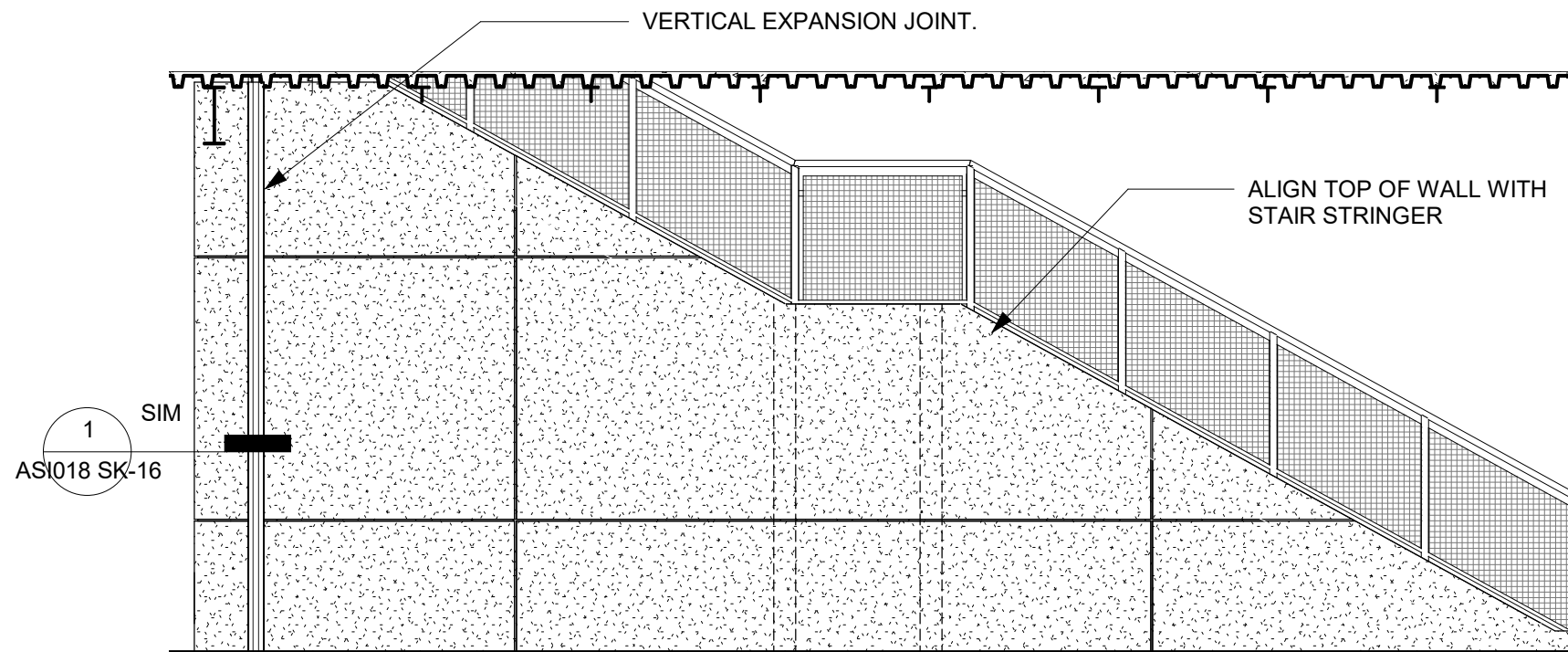
14" x 14" H.M. LOUVER  
TO FIT BETWEEN STUD  
FRAMING. PROVIDE  
SAME MFR. AS BLDG. C  
FURNACE LOUVERS.  
PROVIDE BLOCKING  
PER DSA APPROVED  
DETAIL 10/A8500



1 BUILDING C SOUTH STAIR - NORTH ELEVATION  
1/4" = 1'-0"



2 BUILDING C SOUTH STAIR - WEST ELEVATION  
1/4" = 1'-0"



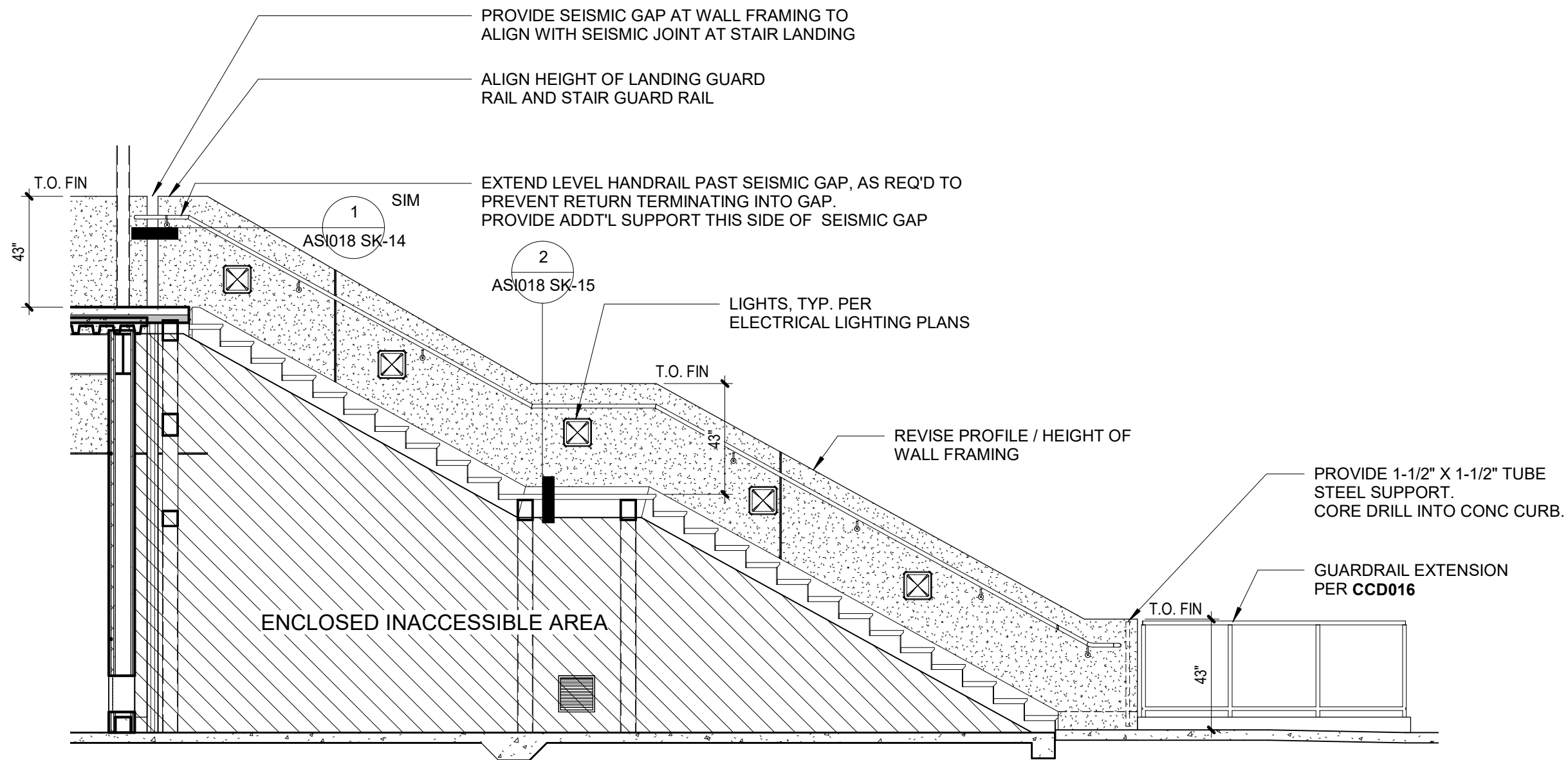
3 BUILDING C SOUTH STAIR - SOUTH ELEVATION  
1/4" = 1'-0"

<b>BUILDING C - SOUTH STAIR ELEVATIONS</b>	DATE	03/21/23	<b>ASI018 SK-12</b>	
	OXNARD CA	REFERENCE SHEET NO.		
<b>ROSE AVENUE K-5 SCHOOL</b>	PROJECT NO.	109990	DSA FILE NO.	56-22
<b>OXNARD SCHOOL DISTRICT</b>	DSA APP. NO.	03-119284		

**[ IBI ]**

Los Angeles  
537 South Broadway, Suite 500  
Los Angeles CA 90013  
213.769.0011 fax: 213.769.0016

**758**

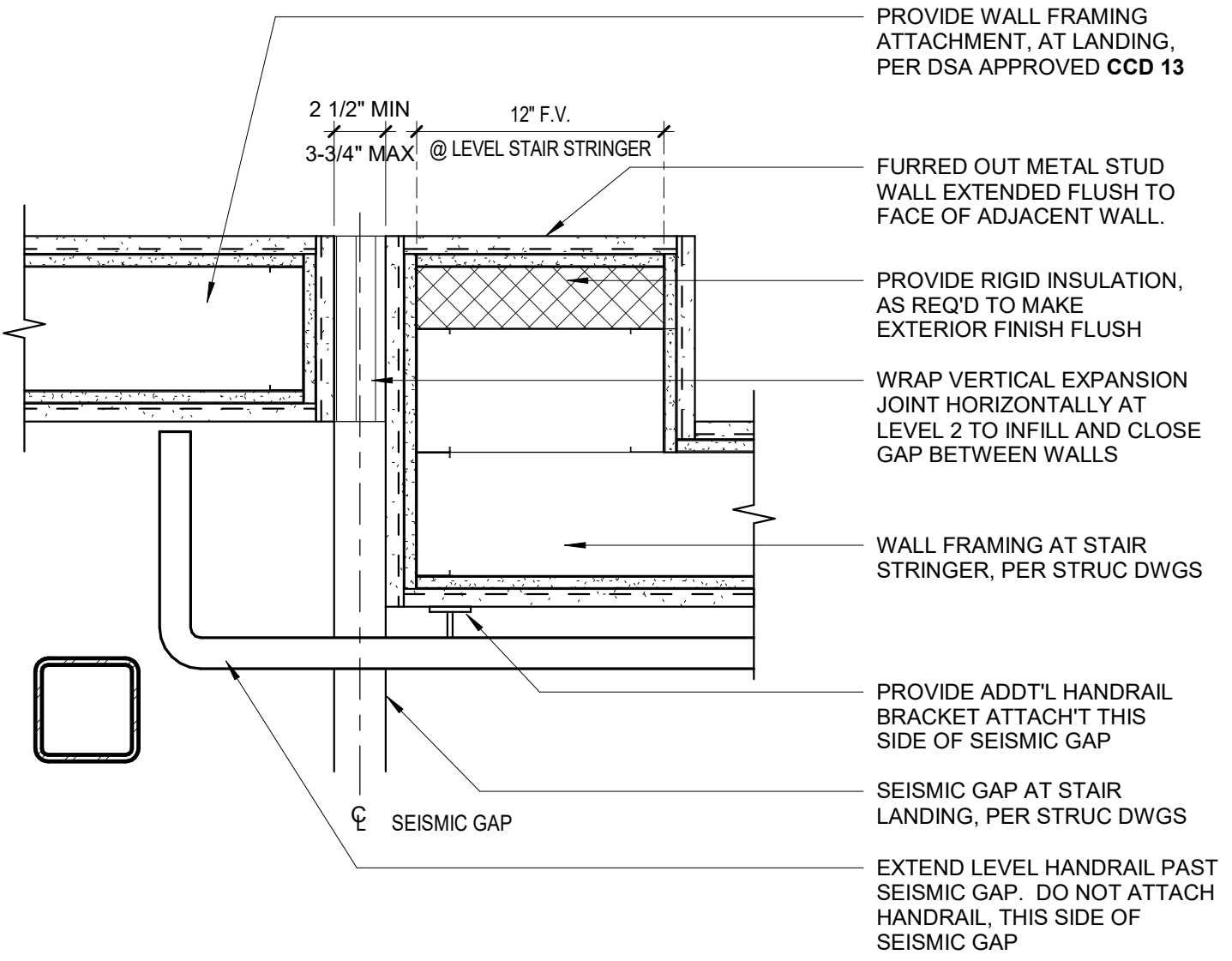


FOR ADDITIONAL INFORMATION NOT SHOWN, SEE 6/A5001C.



1 BUILDING C SOUTH - STAIR SECTION LOOKING NORTH  
1/4" = 1'-0"

<b>BUILDING C - SOUTH STAIR WALL LOOKING NORTH</b> <b>ROSE AVENUE K-5 SCHOOL</b> <b>OXNARD SCHOOL DISTRICT</b>		DATE	03/21/23
		OXNARD CA	REFERENCE SHEET NO.
PROJECT NO. 109990 DSA FILE NO. 56-22 DSA APP. NO. 03-119284		<b>ASI018</b> <b>SK-13</b>	

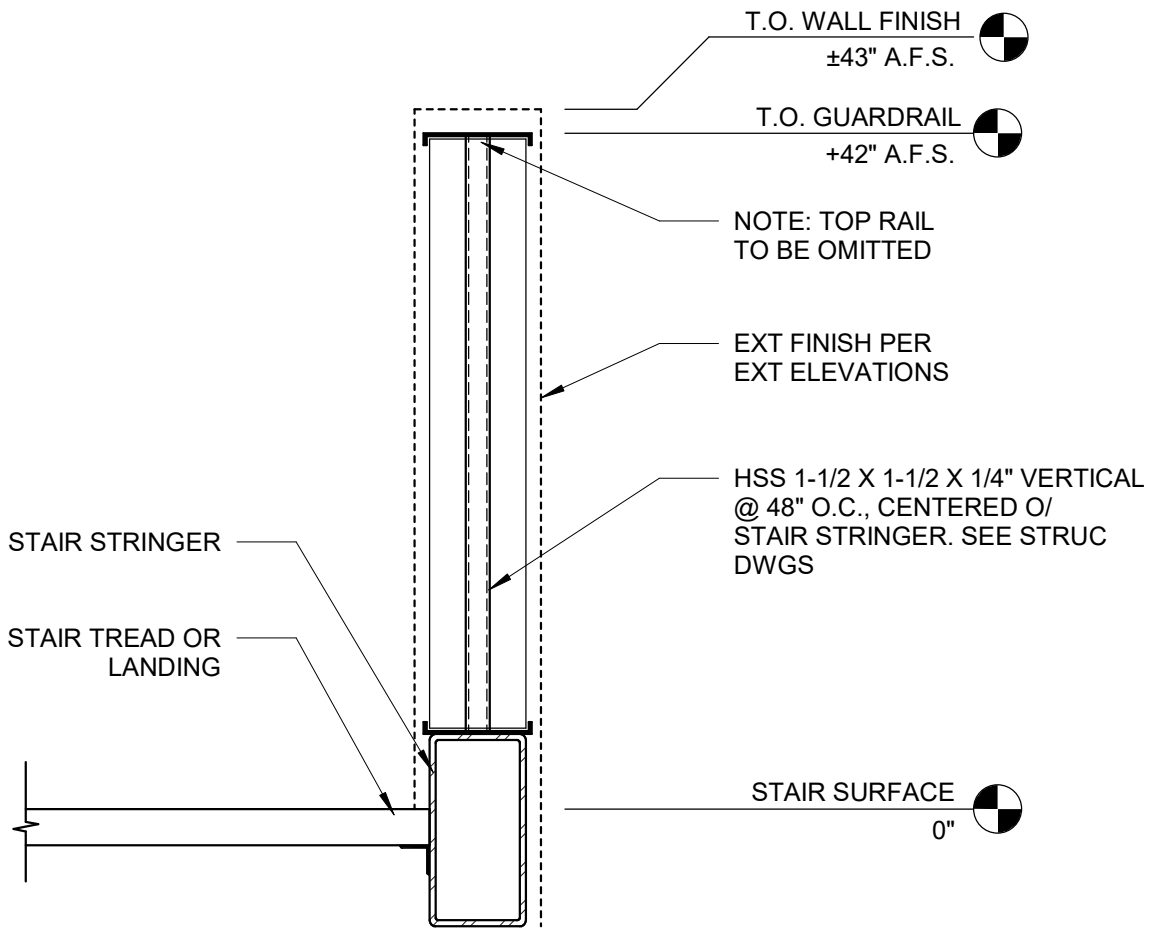
**Los Angeles**  
 537 South Broadway, Suite 500  
 Los Angeles CA 90013  
 213.769.0011 fax: 213.769.0016




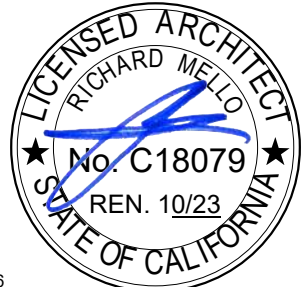
1 SEISMIC GAP AT STAIR LANDING - FURRED  
 1 1/2" = 1'-0"

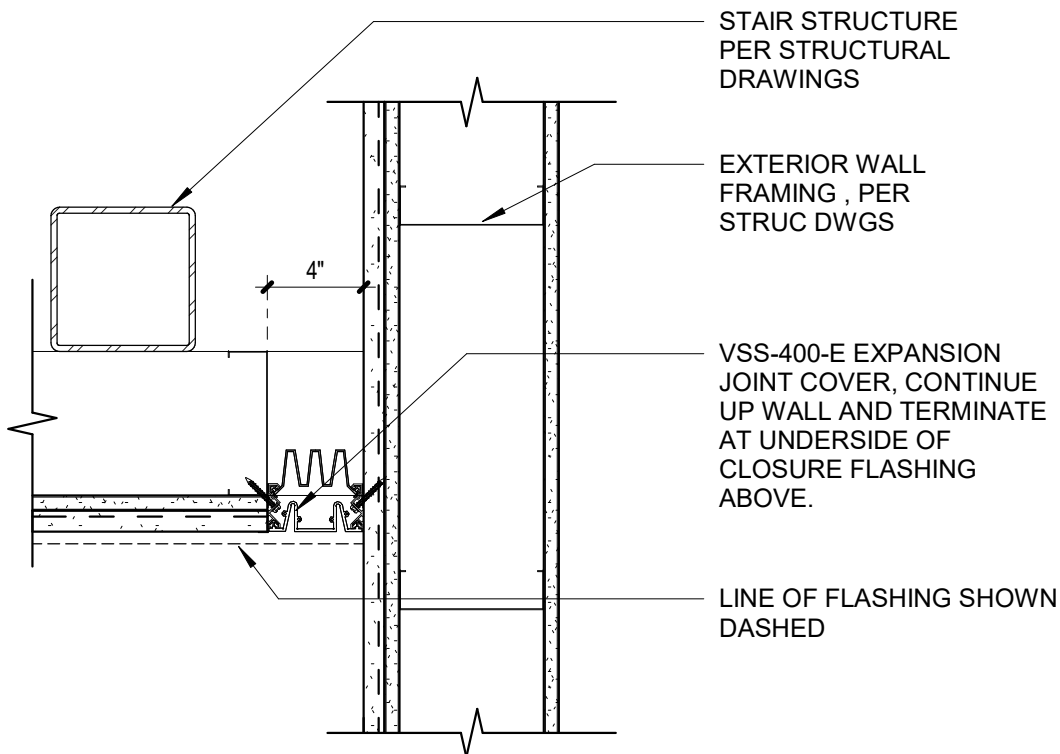
 Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016		<b>BUILDING C - SOUTH STAIR WALL DETAILS</b>		DATE 03/21/23	
		<b>ROSE AVENUE K-5 SCHOOL</b>			<b>OXNARD</b> CA
		<b>OXNARD SCHOOL DISTRICT</b>			
		PROJECT NO. 109990	DSA FILE NO. 56-22	DSA APP. NO. 03-119284	REFERENCE SHEET NO.







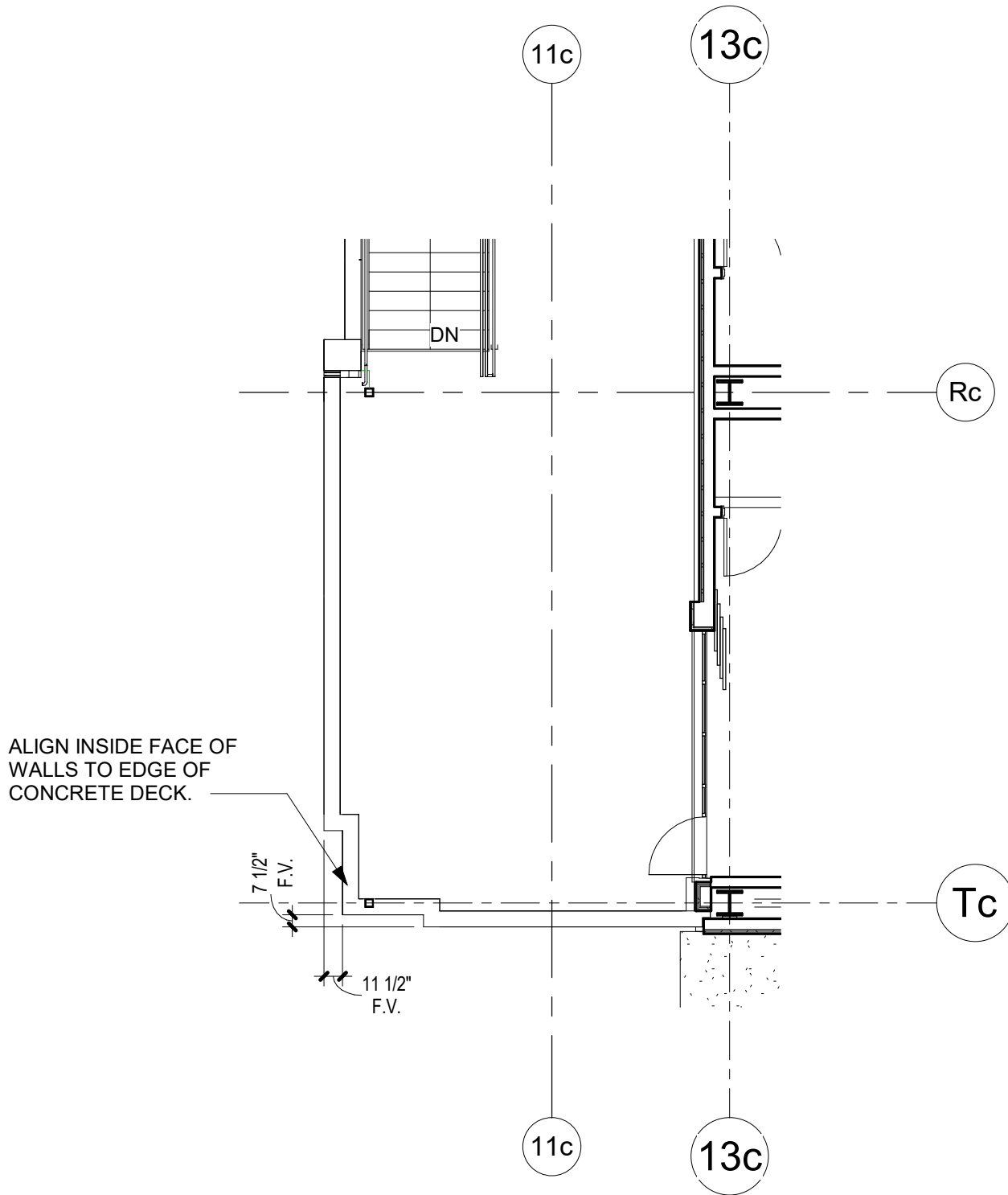
2 STAIR GUARDRAIL DETAIL  
N.T.S.

 Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016		<b>BUILDING C- TYPICAL STAIR WALL DETAILS</b>			
		<b>ROSE AVENUE K-5 SCHOOL</b>		DATE 03/21/23	
		<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>ASI018 SK-15</b>
		PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO. 6/A5001C	





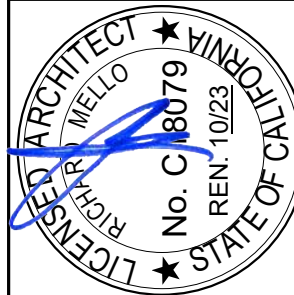
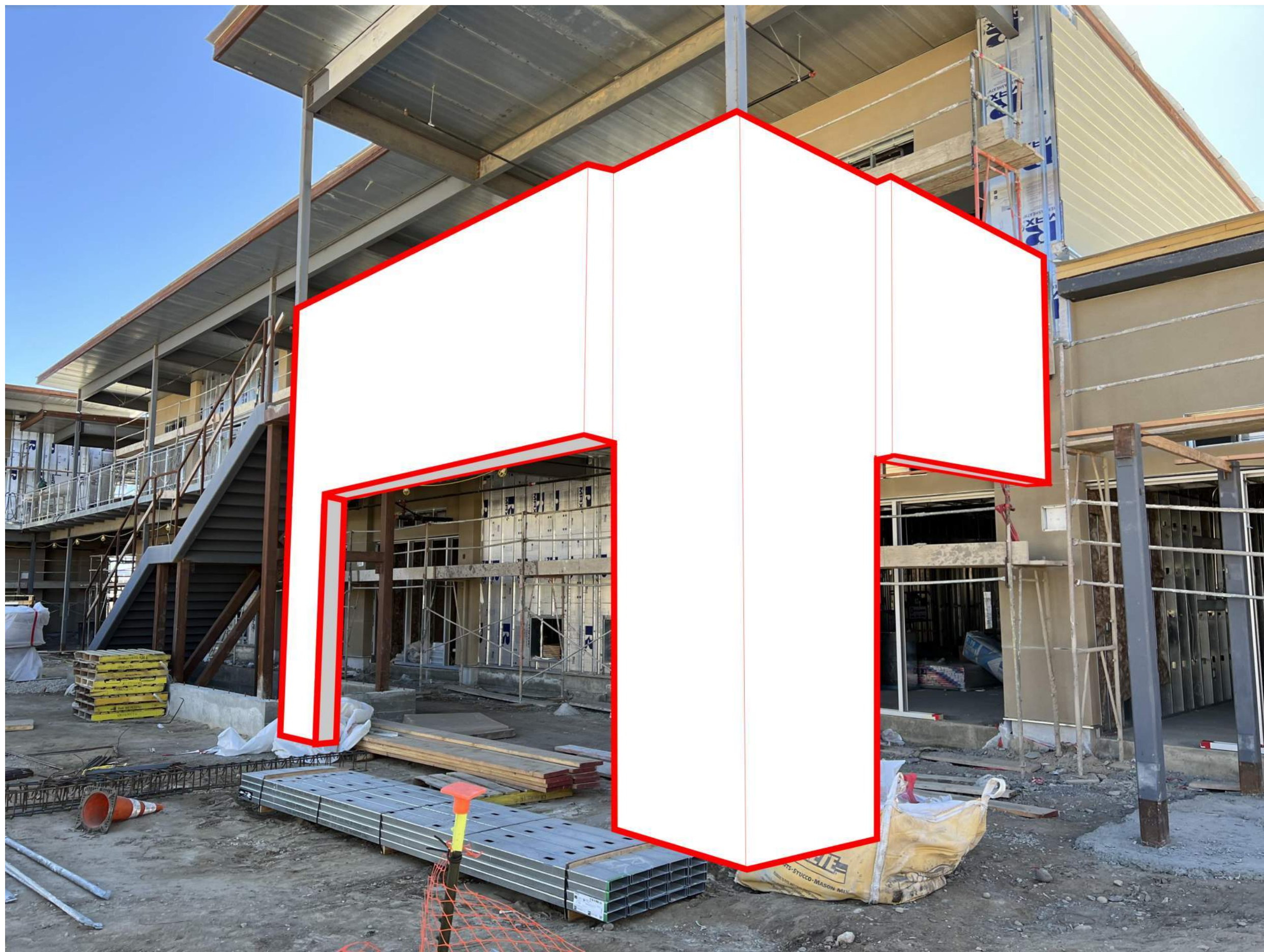
1 SEISMIC GAP @ UNDERSIDE OF STAIR  
 1 1/2" = 1'-0"

 Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016		<b>BUILDING C - TYPICAL STAIR WALL DETAILS</b>			
		<b>ROSE AVENUE K-5 SCHOOL</b>		DATE 03/21/23	
		<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>ASI018 SK-16</b>
		PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO.	
	DSA APP. NO. 03-119284				



1 BUILDING C SOUTH - SECOND FLOOR STAIR LANDING WALL JOG  
 1/8" = 1'-0"

 <p>Los Angeles                  537 South Broadway, Suite 500                  Los Angeles CA 90013                  213.769.0011 fax: 213.769.0016</p>		<b>SECOND FLOOR PLAN - JOG @ WALL</b>		DATE 03/21/23	
		<b>ROSE AVENUE K-5 SCHOOL</b>			<b>OXNARD SCHOOL DISTRICT</b>
		PROJECT NO. 109990		OXNARD CA	
		DSA FILE NO. 56-22 DSA APP. NO. 03-119284		REFERENCE SHEET NO.	<b>ASI018                  SK-17</b>



**IBI**  
 Los Angeles  
 537 South Broadway, Suite 500  
 Los Angeles CA 90013  
 213.769.0011 fax: 213.769.0016

<b>BUILDING C SOUTH - SECOND FLOOR STAIR LANDING WALL JOG - 3D VIZ.</b>		DATE 03/21/23
<b>ROSE AVENUE K-5 SCHOOL</b>		OXNARD CA
<b>OXNARD SCHOOL DISTRICT</b>		REFERENCE SHEET NO.
PROJECT NO. 109890	DSA FILE NO. 56-22	03-119284
DSA APP. NO.		

Contingency      Owner       Oxnard School District  
 Draw              Architect       IBI Group  
 Request (CDR)    Contractor     Balfour Beatty  
                          CM               CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT:    Rose Ave. K-5 Reconstruction  
                  200 East Driskill St.  
                  Oxnard, CA 93030

Contingency Request #:    068  
 Date:                          4-3-2023

TO:                    Oxnard School District  
                          1051 South A. Street  
                          Oxnard, CA 93030

RELEASE FOR CONSTRUCTION  
 This is to confirm this proposed work has been reviewed by the District and released for construction.  
 PROCEED WITH THE WORK

The Contract is changed as follows:

Ref. Cost Event #123 <b>CCD 13</b> Revised Framing at Stair Landing  Provide labor, materials and equipment to revise anchorage to framed wall at Building C Stair landing (2nd Floor) between GL Dc - Fc / 1c per CCD 13.	\$            9,999.82
--	------------------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

CONSTRUCTION MANAGER  
CFW Group, Inc.

By:                   *Rafael Ramirez*                        By: \_\_\_\_\_      By: \_\_\_\_\_

Date:                   4/3/24                        Date: \_\_\_\_\_      Date: \_\_\_\_\_

OWNER - Oxnard School District      By:                   *[Signature]*                        Date:                   4/14/23

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	4-3-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	123
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an Itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #123/Contingency Draw #68 CCD 13 Revised Framing at Stair Landing

Provide labor, materials and equipment to revise anchorage to framed wall at Building C Stair landing (2nd Floor) between GL Dc - Fc / 1c per CCD 13.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Ironman	\$	6,406.08	
Premier Drywall	\$	3,593.74	
		<b>Subtotal B: \$</b>	<b>9,999.82</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	<b>\$</b>	<b>-</b>	<b>Subtotal E: \$</b>
			<b>-</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>9,999.82</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2023-04-03

Print Name & Title (General Contractor)

Signature

Date



Division of Pre Con Industries, Inc  
PO Box 5728

Toll Free: 1800.928.6650  
Direct: 805.928.3397  
Fax: 805.928.0977

License #809679

# Change in Plans and Specifications

To: Leon Cavallo

Company: Balfour Beatty

Fax:

From: James Pedretti

Date: 12/13/2022

Project: Rose Avenue K-5 School

Page: 2

**CE#5** Description Of Work: At Building C, North Stairway Landing. Based on Stud Hand Rail CCD13- S02, we need to weld clips to slab edge and inside I-Beam below slab for attachment of hand rail framing. Neither of these clips was previously detailed at this location.

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

**Description Of Work: At Building C, North Stairway Landing. Based on Stud Hand Rail CCD13- S02, we need to weld clips to slab edge and inside I-Beam below slab for attachment of hand rail framing. Neither of these clips was previously detailed at this location.**

<b>Labor:</b>	\$	<b>1,983.12</b>
<b>Materials &amp; Equip:</b>	\$	<b>1,141.88</b>
<b>Overhead/Profit 15%:</b>	\$	<b>468.75</b>

**Total Amount: \$ 3,593.74**

**\*Please sign and fax back to continue with material order\***

For which an add of \$ **3,593.74** is made to contract price and an additional (1) work day(s) is added to scope.

CHANGE AUTHORIZED BY:

Signed \_\_\_\_\_

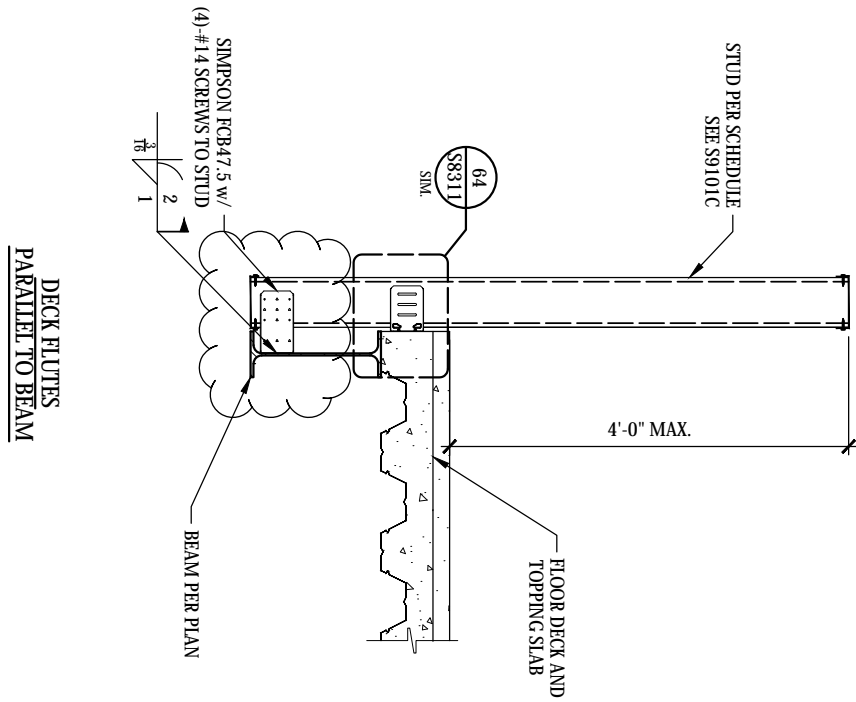
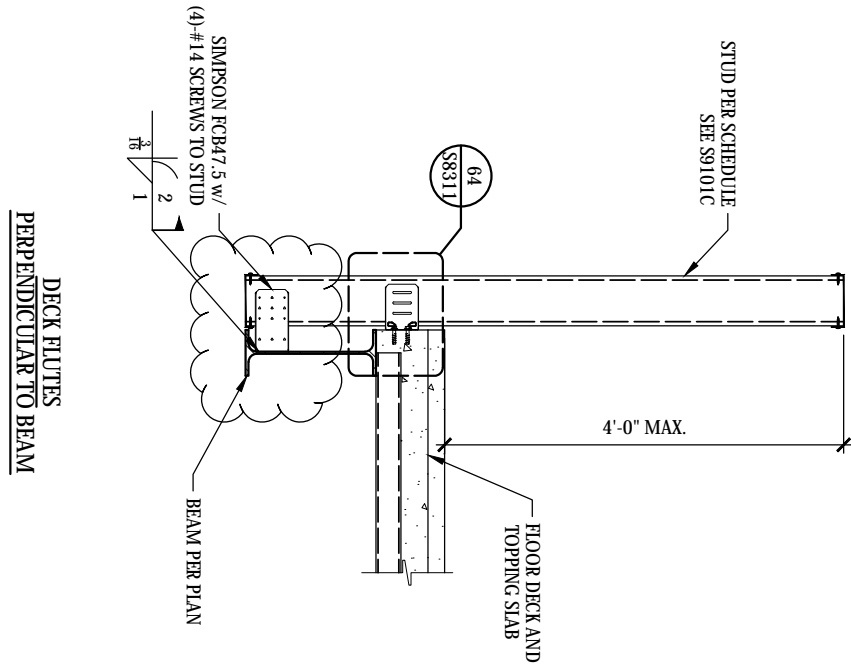
Dated \_\_\_\_\_

**CONFIDENTIAL**





APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 10/24/2022



DATE SIGNED:  
 10.18.22



ARCHITECTURE PLANNING  
 Los Angeles

537 S Broadway, Suite 500,  
 Los Angeles, Ca 90013 United States  
 tel +1 213 769 0011 ext 56118 fax +1 213 769 0016



**BUILDING C - STUD HAND RAIL**

**ROSE AVENUE K-5 SCHOOL**

**OXNARD SCHOOL DISTRICT**

DATE  
 10/18/22

PROJECT NO.  
 109990

DSA FILE NO.  
 DSA APP. NO.

56-22  
 03-119284

OXNARD  
 CA

REFERENCE SHEET NO.  
 64/S8311

**CCD13  
 S02**

# IRONMAN

I N C O R P O R A T E D

Ironman, Inc.  
20555 Superior Street  
Chatsworth, CA 91311  
Phone: 818.341.0980  
Fax: 818.456.0112

Date : 12/12/2022

Page 1 of 1

**CO #: 19R2**

Job #: 185

Rose K-5

Job Location: Oxnard, CA

## Change Order Request

---

**To:**

Balfour Beatty  
300 E. Esplanade Drive  
#1120  
Oxnard, CA 93036  
Phone: 805-983-1558  
Fax: 805-983-7249

**Subject:** Bldg. C CCD 13

---

Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

**Description of Change:**

---

Per the request of the general contractor and CCD 13, Ironman, Inc. will proceed with the added work as indicated in the attached backup documents.

Total cost of this COR: \$6,406.08

---

The change will cause an increase of \$6,406.08 to the contract amount.

A signature below indicates acceptance of all changes shown herein. Any work associated with this change will begin upon receipt of a signed copy of this C.O. in our office.

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
*Ore Dagan*  
Ironman, Inc.



Ironman, Inc.  
 20555 Superior Street  
 Chatsworth, CA 91311  
 Phone: 818.341.0980

Job Name: **Rose K-5**  
 Address: 220 S. Driskill St.  
 Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185  
 IMN COR # **19 R2**  
 BBC PCO #:

Attn: Rafael Alamillo

Date: **3/20/2023**

**Ironman CO #019 R2 - CE#087 - CCD13**

ACTIVITY DESCRIPTION	Detail	DATA		Detailing				Shop Labor				Field Labor				Foreman Labor			
		Qty.	Unit	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total
<b>Added Work:</b>																			
- Added Connection Details per CCD 13		1.0	EA	6.00	6	\$ 88.00	\$ 528	6.00	6	\$ 83.00	\$ 498	24.00	24	\$ 134.00	\$ 3,216	0.00	-	\$ 143.76	\$ -
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -
<b>Totals:</b>					<b>6</b>		<b>\$528</b>		<b>6</b>		<b>\$498</b>		<b>24</b>		<b>\$3,216</b>		<b>-</b>		<b>\$0</b>

**NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)**

FOR CCD 13: ADDED SIX DETAILING HOURS TO CAPTURE THE CHANGES AND CREATE THE NEW ASSMEBLY DRAWINGS FOR THE ADDED STEEL ITEMS. ADDED SIX SHOP HOURS TO FABRICATE THE BENT PLATE AND THE CUSTOME U-SHAPED PLATE. ADDED ONE FIELD DAY FOR 3 MEN TO INSTALL THE NEW STEEL ITEMS AND MAKE THE FIELD WELDS ACCORDING TO THE DETAILS.

[MAIN PAGE](#)

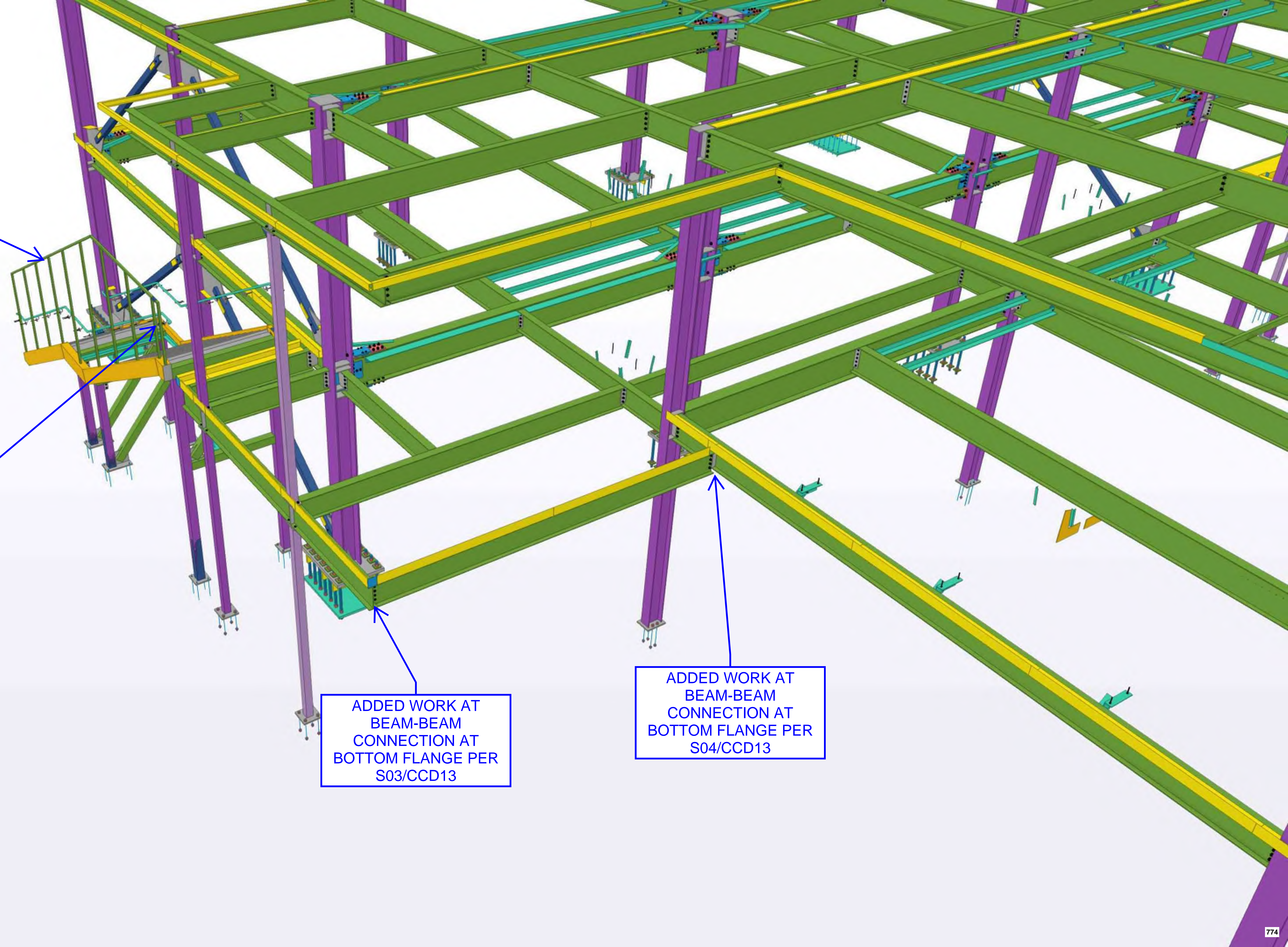
	QTY	SHOP	FIELD	TOTAL Costs
Misc. Steel Plate and Tube for Railing	1	\$74.00	\$0.00	\$74.00
Genie GS-2669RT Scissor Lift (for Ground Floor)	1	\$0.00	\$904.50	\$904.50
Delivery	1	\$0.00	\$350.00	\$350.00
				\$1,328.50

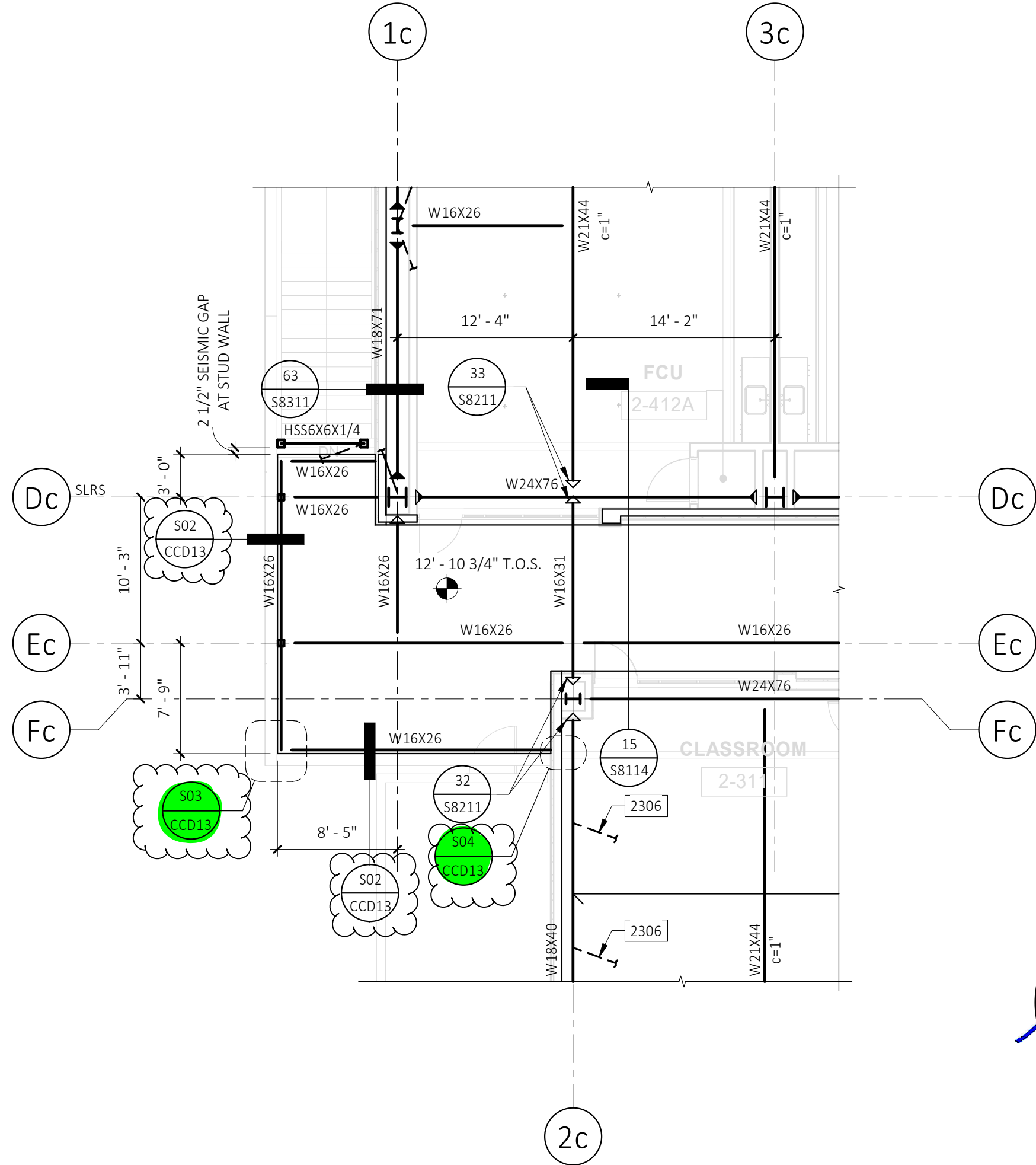
~~FIELD MODIFY THE  
WALL SUPPORT  
RAILING PER DET. 6 ASI  
018 SK-01 FOR REVISED  
WALL HEIGHT~~

~~FIELD WELD ADDED  
HANDRAIL BRACKET AT  
SEISMIC GAP PER ASI  
018 SK-01~~

ADDED WORK AT  
BEAM-BEAM  
CONNECTION AT  
BOTTOM FLANGE PER  
S03/CCD13

ADDED WORK AT  
BEAM-BEAM  
CONNECTION AT  
BOTTOM FLANGE PER  
S04/CCD13



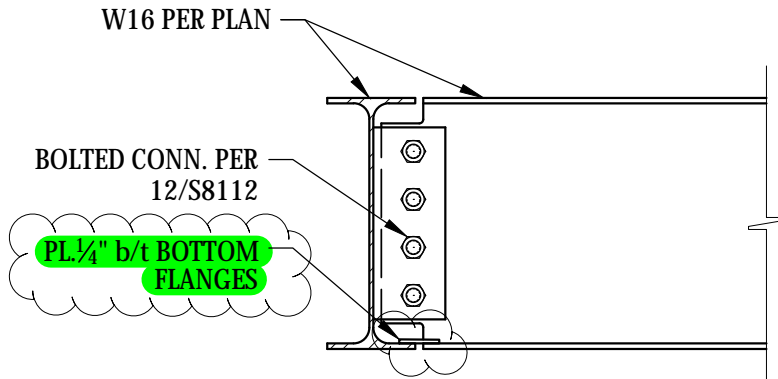


APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 10/24/2022

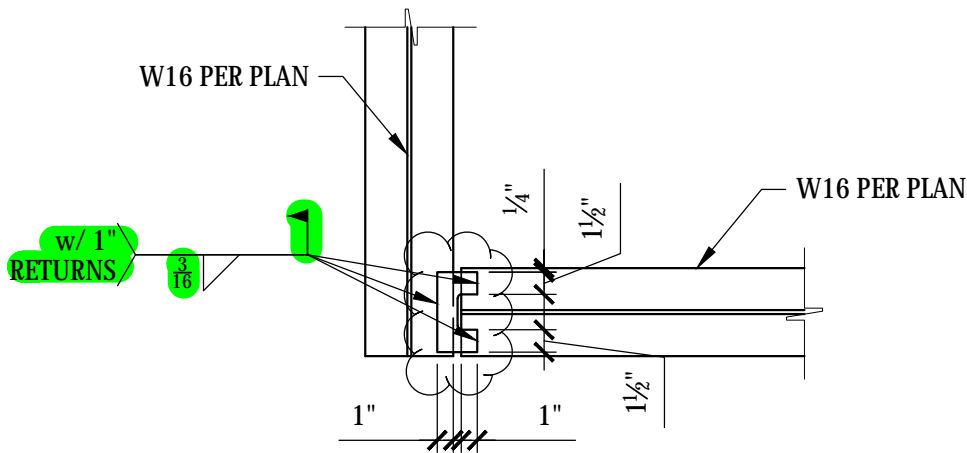
<b>BUILDING C - PARTIAL FLOOR FRAMING PLAN</b>		OXNARD CA
<b>RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL</b>		REFERENCE SHEET NO. S2311C
<b>OXNARD SCHOOL DISTRICT</b>		
PROJECT NO. 109990	DSA FILE NO. 56-22	03-119284

**IBI**  
 ARCHITECTURE PLANNING  
 Los Angeles  
 1001 Wilshire Blvd., Suite 100-3100  
 Los Angeles CA 90017  
 213.769.0011 fax: 213.769.0016

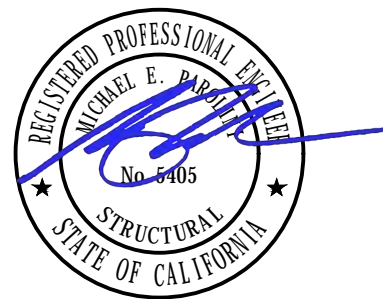
APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 10/24/2022



SECTION



PLAN



DATE SIGNED:  
 10.18.22



ARCHITECTURE PLANNING

Los Angeles

537 S Broadway, Suite 500,  
 Los Angeles, Ca 90013 United States  
 tel +1 213 769 0011 ext 56118 fax +1 213 769 0016



**BUILDING C - BEAM TO BEAM CONN.**

**ROSE AVENUE K-5 SCHOOL**

DATE  
 10/18/22

**OXNARD SCHOOL DISTRICT**

OXNARD  
 CA

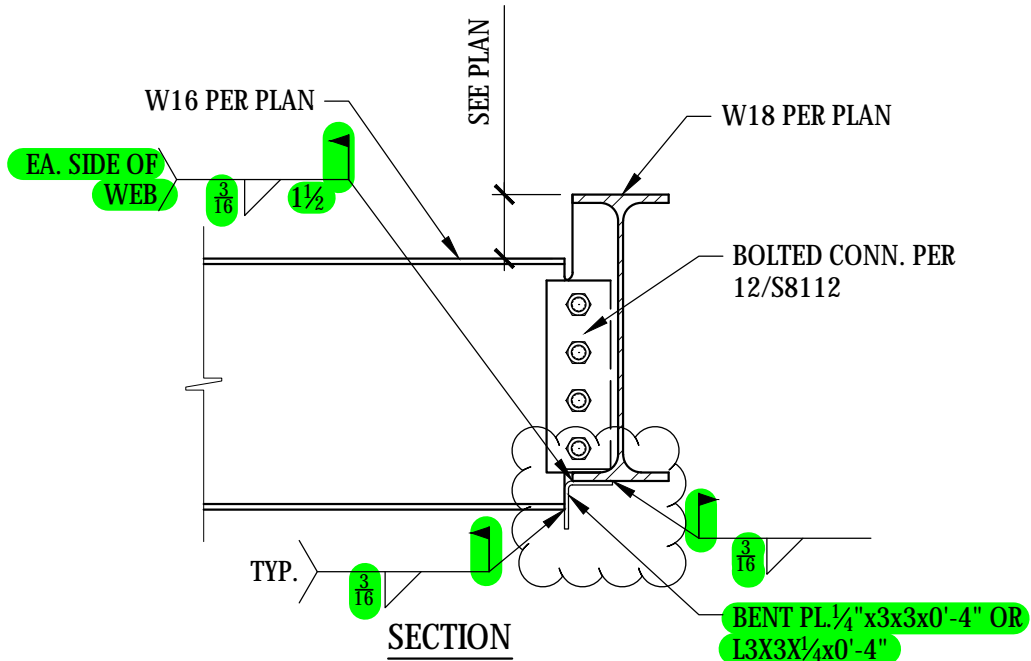
**CCD13  
 S03**

PROJECT NO. 109990	DSA FILE NO. 56-22	56-22
	DSA APP. NO. 03-119284	03-119284

REFERENCE SHEET NO. 12/S8112
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APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 10/24/2022



DATE SIGNED:  
 10.18.22



ARCHITECTURE PLANNING

Los Angeles

537 S Broadway, Suite 500,  
 Los Angeles, Ca 90013 United States  
 tel +1 213 769 0011 ext 56118 fax +1 213 769 0016



**BUILDING C - BEAM TO BEAM CONN.**

**ROSE AVENUE K-5 SCHOOL**

**OXNARD SCHOOL DISTRICT**

DATE  
 10/18/22

PROJECT NO.  
 109990

DSA FILE NO.  
 DSA APP. NO.

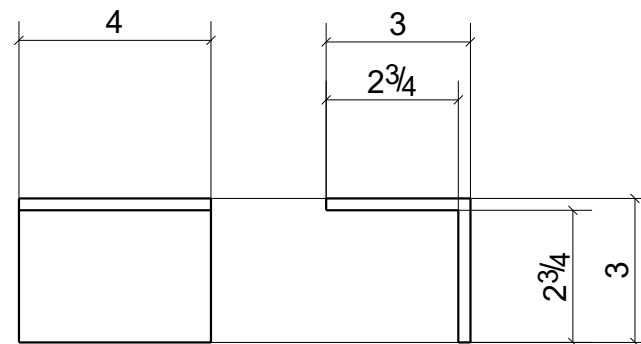
56-22  
 03-119284

OXNARD  
 CA

REFERENCE SHEET NO.  
 12/S8112

**CCD13  
 S04**

QTY.	GRID LOC.
1	2c/Kc-Fc



### ONE - PLATE - M3826

ERECTION REF. : E-312  
DESIGN REF. : S04/CCD13

**SHOP NOTE:**

1. NO PAINT

	Name	Date
L/O		
FID		
WE		
CH		

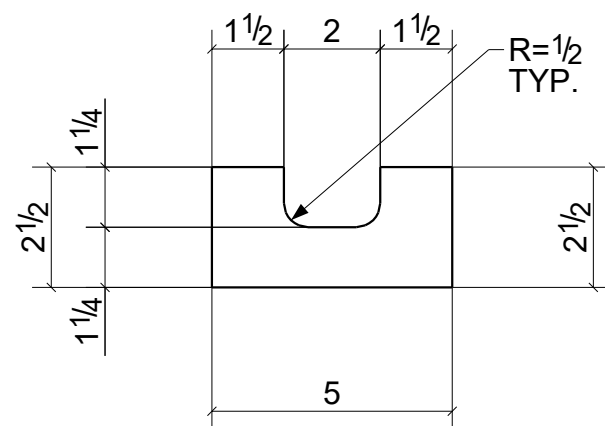
DRAWING GENERATED PER IRONMAN  
INSTRUCTION EMAIL 11/15/2022.

### BILL OF MATERIAL

MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	REMARKS
M3826	1	PLATE			
	1	PL1/4"X4"	0'-5 1/2"	2	A36
TOTAL WEIGHT THIS DRAWING				2	

0	For Fabrication	11/16/2022
A	For Approval	11/16/2022
REV	DESCRIPTION	DATE
 20555 Superior Street Chatsworth, CA 91311 Phone: (818) 341-0980		<b>ROSE AVENUE K-5 SCHOOL BLDG. C</b> 220 S. Drisskill St, Oxnard, CA 93030 CONTRACTOR:
DESCRIPTION: MISC		
DRAWN BY: RBF	CHECKED BY: JAE	JOB No. 185
DATE: 11/15/2022	DATE: 11/16/2022	DWG No. M3826

QTY.	GRID LOC.
1	



### ONE - PLATE - M3825

ERECTION REF. : E-312  
DESIGN REF. : S03/CCD13

**SHOP NOTE:**


- 1. NO PAINT

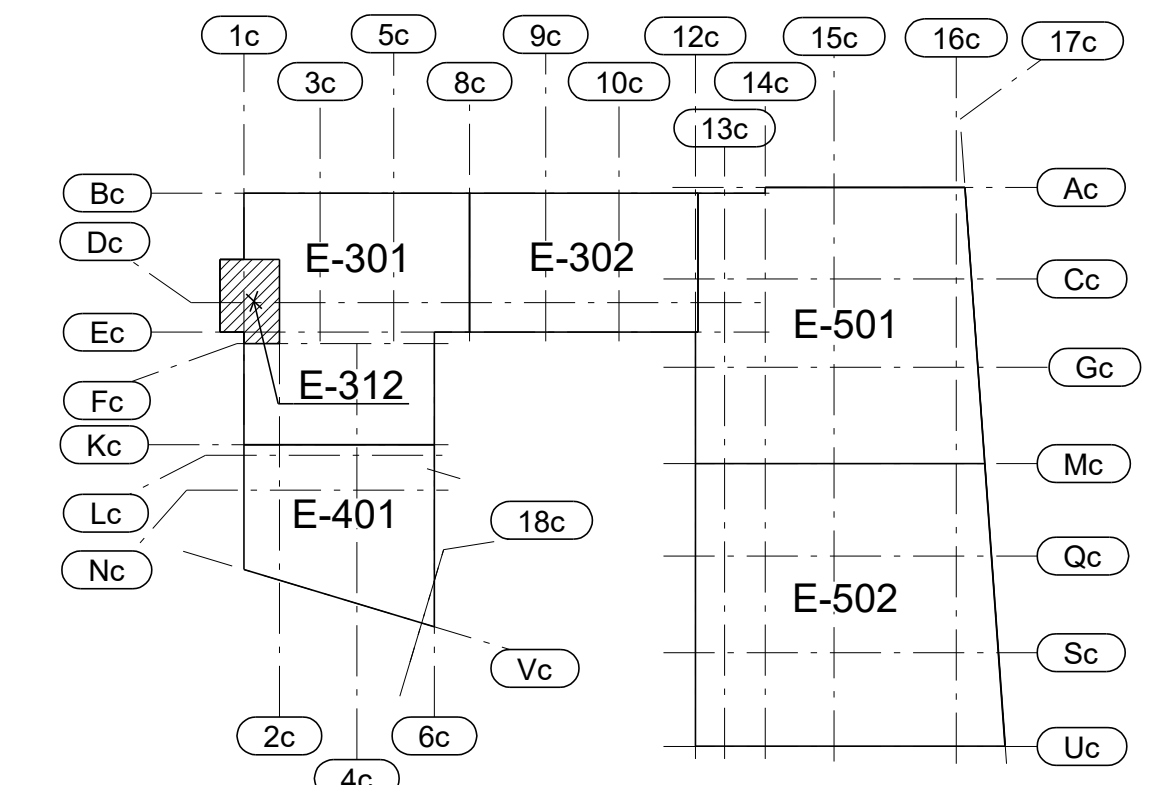
	Name	Date
L/O		
FID		
WE		
CH		

DRAWING GENERATED PER IRONMAN  
INSTRUCTION EMAIL 11/15/2022.

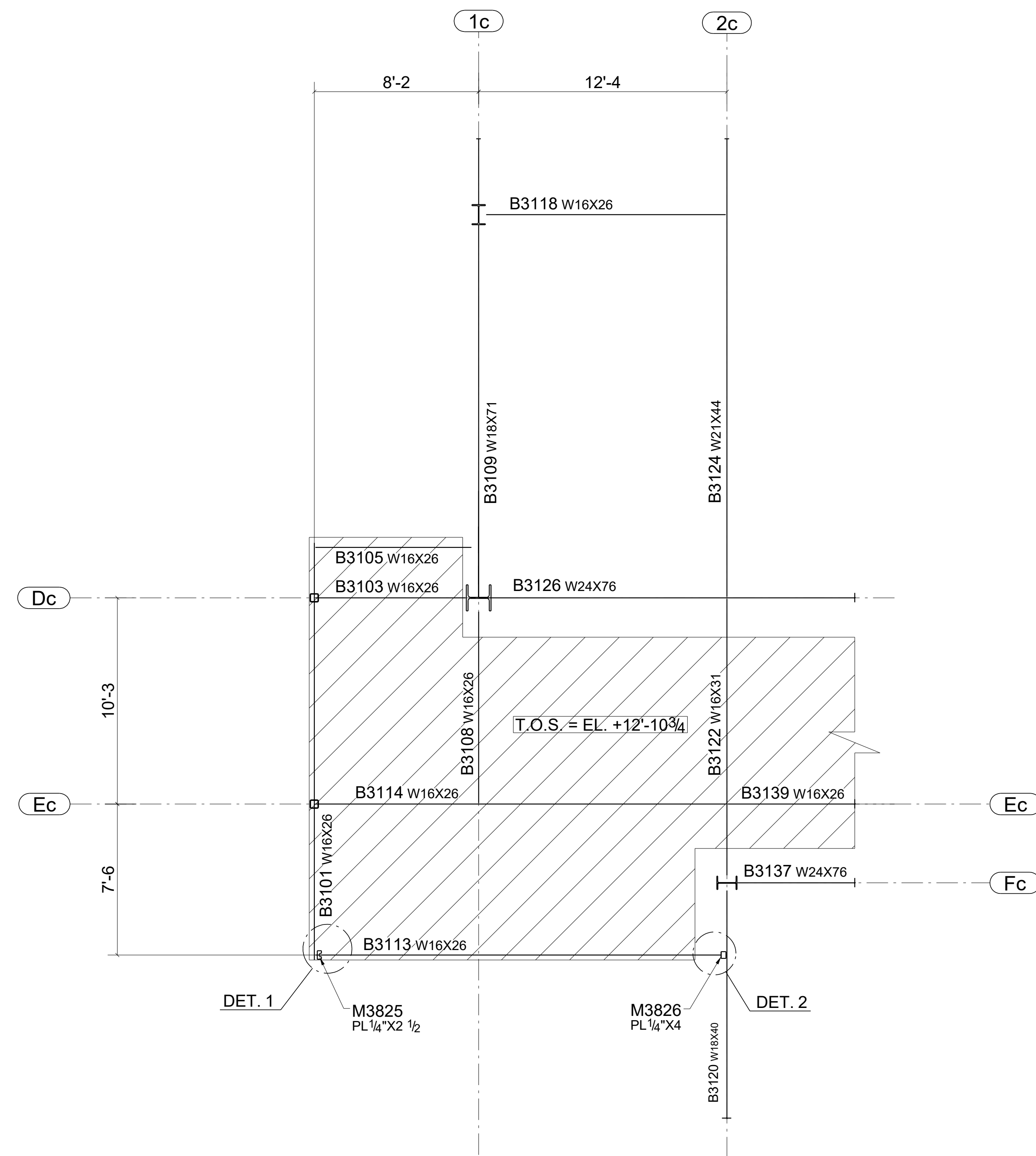
### BILL OF MATERIAL

MARK	QTY	DESCRIPTION	LENGTH	WEIGHT	REMARKS
M3825	1	PLATE			
	1	PL1/4"X2 1/2"	0'-5"	1	A36
TOTAL WEIGHT THIS DRAWING				1	

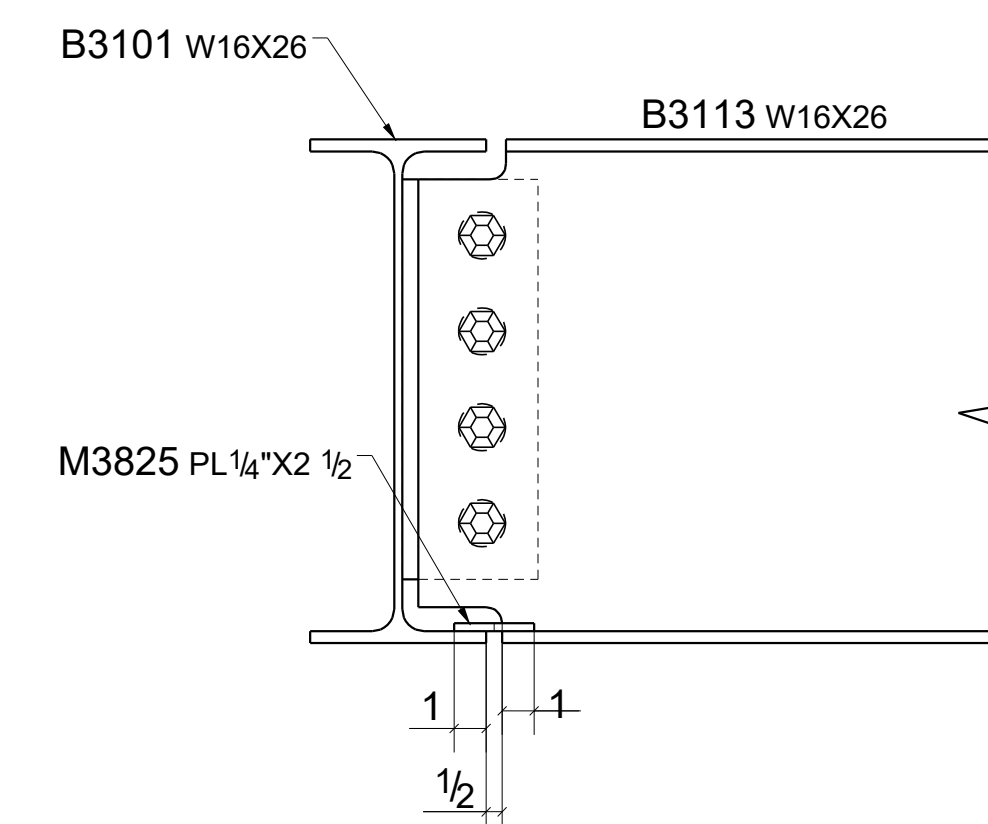
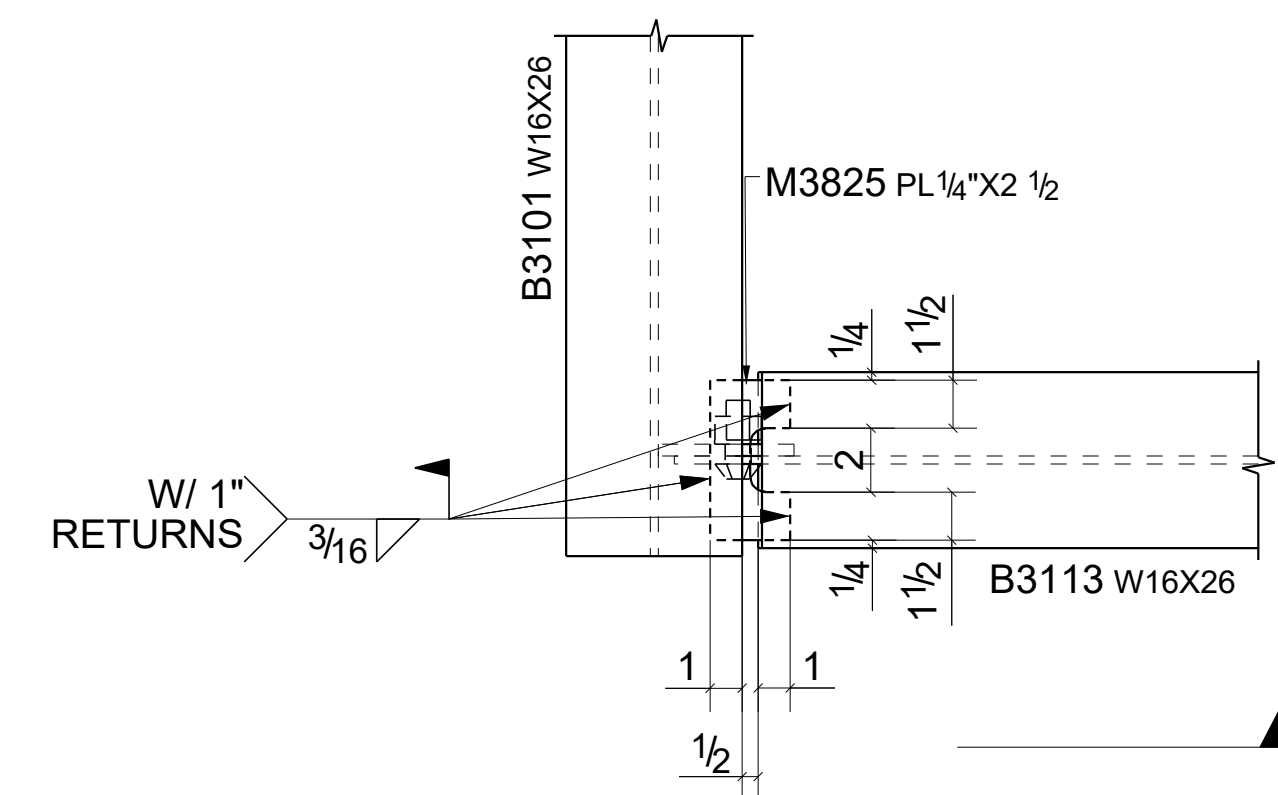
0	For Fabrication	11/16/2022
A	For Approval	11/16/2022
REV	DESCRIPTION	DATE
 20555 Superior Street Chatsworth, CA 91311 Phone: (818) 341-0980		<b>ROSE AVENUE K-5 SCHOOL BLDG. C</b> 220 S. Drisskill St, Oxnard, CA 93030 CONTRACTOR:
DESCRIPTION: MISC		
DRAWN BY: RBF	CHECKED BY: JAE	JOB No. 185
DATE: 11/15/2022	DATE: 11/16/2022	DWG No. M3825



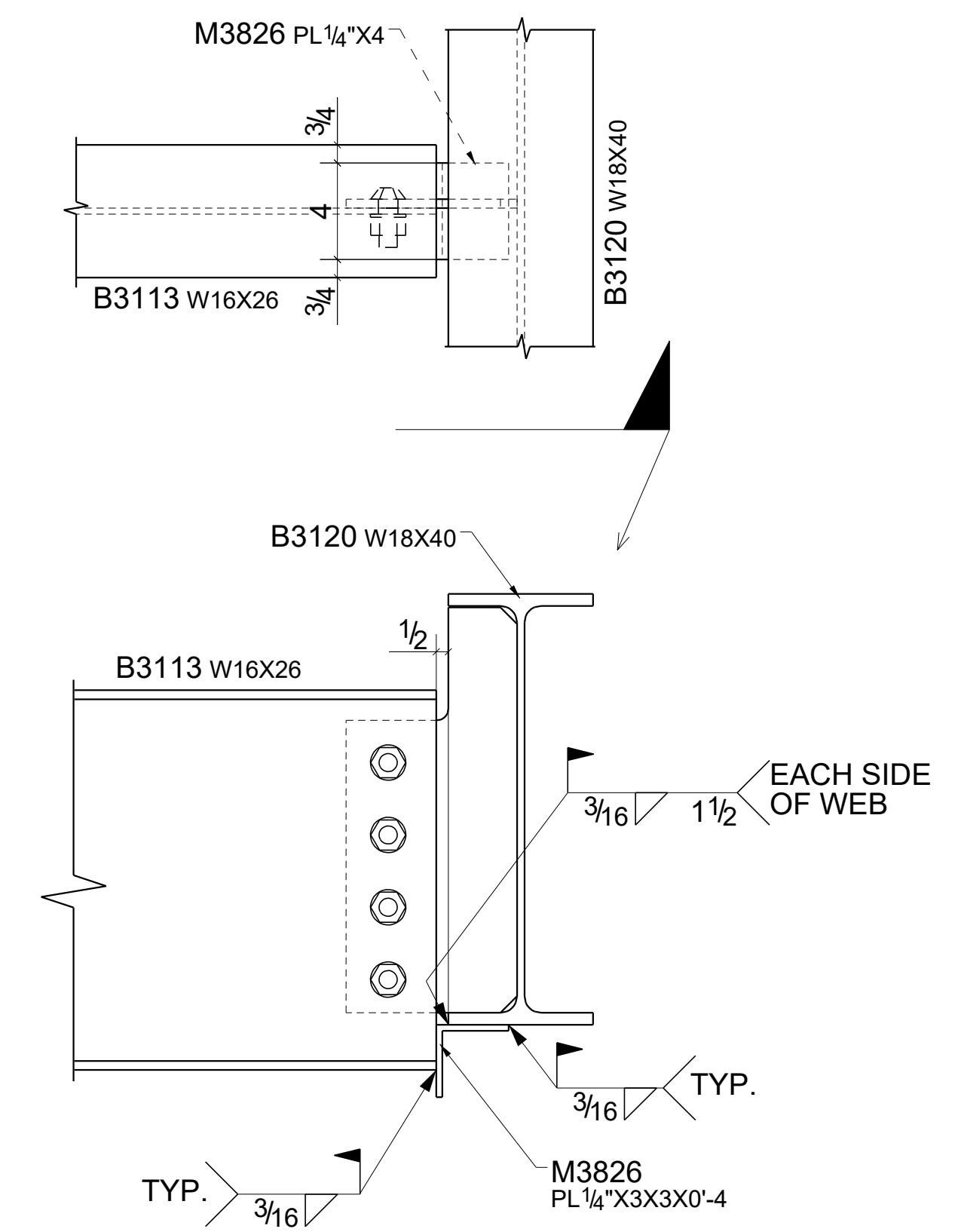
KEYPLAN 



**BUILDING C - SECOND FLOOR PARTIAL FRAMING PLAN**  
REF: S2311C




**DETAIL - 1**  
S03/CCD13



**DETAIL - 2**  
S04/CCD13

**ERECTION NOTE:**

1. FINISH SLAB ELEVATION = +13'-9" (U.N.)

0	For Construction	11/16/2022
REV	DESCRIPTION	DATE
		<b>ROSE AVENUE K-5 SCHOOL BLDG. C</b> 220 S. Drisskill St, Oxnard, CA 93030
20555 Superior Street Chatsworth, CA 91311 Phone: (818) 341-0980 www.ironmaninc.net		CONTRACTOR: LBC JOB #: PO#:
DESCRIPTION: <b>BUILDING C - SECOND FLOOR PARTIAL FRAMING PLAN</b>		
DRAWN BY: RBF	CHECKED BY: JAE	JOB No. 185
DATE: 11/15/2022	DATE: 11/16/2022	DRG No. E-312



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	5-31-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	089
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

<b>Description of Work:</b>			
Ref. Cost Event #089/Contingency Draw #70 R2 RFI 234.1 Exterior Drinking Fountains			
Provide labor, materials and equipment to install (3) drinking fountains suitable for outdoor use per RFI 234.1.			
<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Boneso Brothers	\$	12,758.47	
Taft Electric	\$	10,036.00	
Premier Drywall	\$	1,282.56	
		<b>Subtotal B: \$</b>	<b>24,077.03</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
	<b>Grand Total = (A + B + C + D + E)</b>	<b>\$</b>	<b>24,077.03</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2023-05-31

Print Name & Title (General Contractor)

Signature

Date



Boneso Brothers Construction  
 2758 concrete ct  
 paso robles, California 93446  
 Phone: +18052274450

**Project:** 328 - Rose Ave Elementary School  
 220 S. Driskill St  
 Oxnard, California 93030

## Prime Contract Change Order #CO-013: CE #13 - RFI 234.1: Drinking Fountain Clarifications (Response) CE 89

<b>TO:</b>	Balfour Beatty 300 E. Esplanade Drive, #1200 Oxnard, California 93036	<b>FROM:</b>	Boneso Brothers Construction 2758 concrete ct paso robles, California 93446
<b>DATE CREATED:</b>	5/31/2023	<b>CREATED BY:</b>	Jake Rodrigues (Boneso Brothers Construction)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION:</b>	
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>		<b>CHANGE REASON:</b>	Client Request
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	
<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>		<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>	
<b>FIELD CHANGE:</b>	No	<b>CONTRACT FOR:</b>	1:Rose Ave. Elem School Reconstruction
		<b>TOTAL AMOUNT:</b>	\$12,758.47

**DESCRIPTION:**

CE #13 - RFI 234.1: Drinking Fountain Clarifications (Response) CE 89

Please provide a change order for the attached Drinking Fountains. Please note there is no labor associated with this change.

**ATTACHMENTS:**

[RFI 234.1 Drinking Fountain Clarifications-RA.pdf](#), [CO #13 RFI #234.1 Drinking Fountain Clarifications.pdf](#), [Pace Quote\\_1589534.pdf](#)

**CHANGE ORDER LINE ITEMS:**

#	Budget Code	Description	Amount
1	CO.COS-CO013.M Phase CO Change Orders.RFI #234.1 Drinking Fountain Clarifications.Materials	Pace materials - DF	\$21,087.00
2	CO.COS-CO013.M Phase CO Change Orders.RFI #234.1 Drinking Fountain Clarifications.Materials	CREDIT: RFI #234.1 Drinking Fountains	\$(10,575.54)
<b>Subtotal:</b>			<b>\$10,511.46</b>
Sales Tax ( ≈ 9.25% Applies to Materials.):			\$972.31
Overhead Markup (10.00% Applies to Labor Burden, Rented Equipment, Small Tools, Detailing, Labor, Owned Equipment, Materials, Commitment, Owner Cost, Profession):			\$1,148.38
Subcontractor Markup (5.00% Applies to Subcontractors.):			\$0.00
Bond Markup (1.00% Applies to all line item types.):			\$126.32
<b>Grand Total:</b>			<b>\$12,758.47</b>







**PACE SUPPLY CORP**  
 3105 GATEWAY AVE.  
 BAKERSFIELD CA 93307  
 855-376-5050

Quote#	1724853
Quote Date	05/25/23
Page#	1

## QUOTATION

BONESO BROS / ROSE AVE ES RECONST      32964-29 ** JOB # 328 ** 2758 CONCRETE CT PASO ROBLES CA 93446  Ship To:	Expiration Date	06/24/23	Requested By	
	FOB	ORIGIN	Prepared By	Jeffrey Bonham <a href="mailto:jbonham@pacesupply.com">jbonham@pacesupply.com</a>
	Online Quote	<a href="#">1724853</a>	Salesperson	John Crutchfield <a href="mailto:jcrutchfield@pacesupply.com">jcrutchfield@pacesupply.com</a>
	Job Name	DRINKING FTN RETURN		

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Ln#	Part Number	Description	Price	Qty	Unit	Extended Price
1	NS00838236	>>> SEGMENT: DF - DRINKING FOUNTAIN RETURN ACORN #A132408S-VR-BF4 DRINK FTN Vend Part#: A132408S-VR-BF4	3525.18	3	EA	10575.54  ----- 10575.54

Subtotal	10575.54
Estimated Sales Tax	872.48
Estimated Freight	0.00
<b>Total</b>	<b>11447.02</b>



## CHANGE ORDER REQUEST

**COR #017 Water Fountain Power RFI 234.1 CE-0089**

**To:** Raphael Alamillo Project Manager  
Balfour Betty  
300 E. Esplanade Drive #1120  
Oxnard, CA 93036

**From:** Tim Harris Project Manager  
**Phone:** (805) 320-1623  
**Email:** [tharris@taftelectric.com](mailto:tharris@taftelectric.com)

**Phone:** (805) 206-8614  
**Email:** [RALamillo@balfourbettyus.com](mailto:RALamillo@balfourbettyus.com)  
**CC:**

**Date Issued:** 1-30-23

<b>Requested Amount:</b>	<b>\$</b>	<b>\$10,036</b>
--------------------------	-----------	-----------------

The change in scope for the amount requested above is as follows:

### COR #017

SCOPE: Per 234.1 added drinking fountains. We have rough in as much as we can, We still need to complete the exterior drinking fountains, however the design has not been finalized at this time.

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

This proposal supersedes all previously submitted proposals relating to this same work. Any work from other trades that is required to complete this work is not included as a part of this proposal.

Unless otherwise indicated, this proposal is valid for 30 calendar days from the above date of issuance. Taft Electric reserves the right to revise or amend this proposal should approval or direction to proceed take longer than 30 calendar days.

### EXCLUSIONS:

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.
4. Any and all parts and labor not specifically listed above or within.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.

Submitted By:

Approved By:

\_\_\_\_\_  
 Tim Harris  
 Project Manager  
 Taft Electric Company  
 Date

\_\_\_\_\_  
 Raphael Allamillo  
 Project Manager  
 Balfour Betty Corporation  
 Date



**TIME & MATERIALS INVOICE**



Rose Ave. Elementary School  
220 South Driskill Street, CA 93030

**Bill To**  
Customer Name Oxnard School District  
Project Name Rose Ave Elementary School -15650001  
Cost Event Number CE 0089-INT

**Totals**  
Mater \_\_\_\_\_  
Labor \_\_\_\_\_  
Invoic \_\_\_\_\_

**Equipment**

Equipment Description	Quantity	Cost Per Item	Total	Notes
LABOR MAN HOURS				
DANIEL PANTOJA	7hrs			
MATT HANSON	7hrs			
RON FRANCO	2hrs			LAYOUT/WRITE UP
Added 6) hours to complete wiring the 3) exterior drinking fountains. 2) hours each for the foreman, Journeymand and apprentice				
TOTAL	16hrs		0	

**Labor**

Labor Description	Quantity	Cost Per Item	Total	Notes
Building C North 1st floor: Drinking fountain conduit ties into the TV receptacle in classroom 406 on the south wall. No detail of where the power ties into fountain so whip is left coiled next to water fountain cut out. Conduit is complete, wire is pulled.				
Building C North 2nd floor: Drinking fountain ties into the same TV box on the south wall. Same install where a coil is placed next to water fountain cut out.				
Building B exterior: Flex was ran and tied into the receptacle in the fire riser room. Wire was pulled and a coil left next to water cut out.				
Building B interior water fountain. Flex was tied into the unit and connected into power box next to fountain. Wire has been pulled and				
TOTAL fountain made up.			0	

\*All fountains have a conduit pathway and wire pulled.



**Job ID:** 20-2338 ROSE AVE  
**Project:** Rose Ave COR's



### Takeoff

**Vendor:** COST

**Labor Level:** LABOR 1

**30 Jan 2023 14:03:43**

**Region:** CPR-017 WATER FOUNTAIN POWER

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
50001	100.00	FT	M	1/2	FLEXIBLE STEEL CONDUIT	0.9770	97.70
50034	8.00	EA	M	1/2	FLEX COND STRAIGHT CONN	1.1008	8.81
70029	420.00	FT	M	12	THHN/THWN CU (SOL)	0.2565	107.75
160804	4.00	EA	M	1/2	EMT 1-HOLE STEEL STRAP	0.6698	2.68
13	8.00		M	1/2	CADDY FLORIDA BOB STRAP	3.8900	31.12
						<b>Phase Totals:</b>	<b>248.05</b>
						<b>Job Totals:</b>	<b>248.05</b>



Division of Pre Con Industries, Inc  
PO Box 5728

Toll Free: 1800.928.6650  
Direct: 805.928.3397  
Fax: 805.928.0977

License #809679

# Change in Plans and Specifications

<b>To:</b>	Rafael Alamillo	<b>Fax:</b>	
<b>Company:</b>	Balfour Beatty	<b>Date:</b>	4/14/2023
<b>From:</b>	James Pedretti	<b>Page:</b>	2
<b>Project:</b>	Rose Avenue K-5 School		

**CE# 12.1** Description Of Work: Per Balfour Beatty direction, we re-framed for 2 drinking fountains at Bldg C, 1st and 2nd floors because the original model needed to be changed. The previous drinking fountains had already been framed and sheathed. The first drinking fountains were 30" wide and 50" high with a header at 56" off the floor. The new openings needed to be 36" wide and 32" high with the header approximately 58" off the floor. Because the second drinking fountain was wider, we needed to make a new header and sill. Also, the jamb studs needed to be cut and we needed to add new jamb studs at the new, wider locations. This was tracked on our ticket #11351.

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

**Description Of Work: Per Balfour Beatty direction, we re-framed for 2 drinking fountains at Bldg C, 1st and 2nd floors because the original model needed to be changed. The previous drinking fountains had already been framed and sheathed. The first drinking fountains were 30" wide and 50" high with a header at 56" off the floor. The new openings needed to be 36" wide and 32" high with the header approximately 58" off the floor. Because the second drinking fountain was wider, we needed to make a new header and sill. Also, the jamb studs needed to be cut and we needed to add new jamb studs at the new, wider locations. This was tracked on our ticket #11351.**

<b>Labor:</b>	\$	<b>994.56</b>
<b>Materials &amp; Equip:</b>	\$	<b>120.71</b>
<b>Overhead/Profit 15%:</b>	\$	<b>167.29</b>
<b>Total Amount:</b>	\$	<b>1,282.56</b>

**\*Please sign and fax back to continue with material order\***  
For which an add of \$ **1,282.56** is made to contract price and an additional (1) work day(s) is added to scope.

CHANGE AUTHORIZED BY:  
Signed \_\_\_\_\_ Dated \_\_\_\_\_

**CONFIDENTIAL**







P.O. Box 5728  
 Santa Maria, CA 93456-5728  
 Telephone: (805) 928-3397  
 Fax: (805) 928-0977  
 LICENSE # 809679

Date: 12-5-22  
 Job: Rose Av. School  
 Job #: 5390  
 No. 11351

**AUTHORIZATION TO PERFORM EXTRA WORK**

**Part A.**

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

Frame opening at Two Location Fore Drinking  
Fountain at Blvd 1st and 2nd FIR cut Drywall cut  
stud and Add Header and Add Backing

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

**AUTHORIZED BY**

(Name of Co.) Balfour Beatty

ORDER REFERENCE.....

(Address) \_\_\_\_\_

**PART B.**

Authorizing Signature:

**MATERIALS:** (Description):

1 pr 2x2 Angle 16 gyp  
2 pr 600S200-54  
1 pr of 4" Track

**LABOR:**

1 Hrs. Foreman      10 Hrs. Drywall Carpenter      1 Hrs. Laborers  
 \_\_\_\_\_ Hrs. Drywall Taper

**EQUIPMENT:**

\_\_\_\_\_ Hrs. Zoom Boom      \_\_\_\_\_ Hrs. Laser      \_\_\_\_\_ Hrs. Mig/ARC welder  
 \_\_\_\_\_ Hrs. Fork Lift      \_\_\_\_\_ Hrs. Saw      \_\_\_\_\_ Hrs. Scissor Lift  
 \_\_\_\_\_ Hrs. Truck      \_\_\_\_\_ No. Blades      \_\_\_\_\_ Hrs. Misc. Equipment

COMPLETED BY: Alberto Rodriguez  
 Premier Drywall

**Part A** of this form must be completed **BEFORE** work is done.

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Drinking Fountain Clarifications

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	11/02/2022	<b>STATUS:</b>	Open
<b>LOCATION:</b>		<b>DUE DATE:</b>	11/09/2022
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	TBD
<b>COST IMPACT:</b>	TBD	<b>SPEC SECTION:</b>	22 05 13 - Basic Plumbing Materials and Methods
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

**Question from Filbert Carbajal (Balfour Beatty) at 11:06 AM on 11/02/2022**

After layout in the field, DF-10-MURDOCK Model A132408S-VR-BF4 will not work for outdoor installation. Model M-OBR4-GRD is a suitable model - see attachment. Please confirm if it is acceptable to proceed with Model M-OBR4-GRD.

Electrical plans do not show electrical to the fountains, please confirm if it is acceptable to utilize the closest circuit to run power to the units.

**Attachments:**  
[MOBR4-GRD.pdf](#)

Awaiting an Official Response

**All Replies:**

The proposed outdoor drinking fountain is acceptable. Also, can connect to closest circuit to run power to the units.

Hooshang Mozaffari, Bahram Roshanian, RA

November 4, 2022

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_



# OUTDOOR BOTTLE FILLERS

## M-OBR4-GRD Series MODEL M-OBR4-GRD

RECESSED OUTDOOR BOTTLE FILLER  
WITH BI-LEVEL DRINKING FOUNTAIN

### STANDARD FEATURES

- 115v Plug-in transformer
- Pushbutton and hands free sensor operated bottle filler
- 100 mesh inlet strainer
- Laminar flow water supply
- 1.0 GPM fill rate
- Lead-free
- Lead and cyst filter for bottle filler
- Bottle filler meets ADA forward and side reach requirements
- Vandal-resistant design
- Gasketed door for weather resistance
- ADA Complaint (when properly installed)
- Resistant to sunlight, heat, moisture and wear
- 18 gage, 304 stainless steel bowl
- 12 gage, heavy duty stainless steel arm, corrosion and scratch resistant
- Polished Stainless steel, anti-rotation non-squirt bubbler

### SUGGESTED SPECIFICATIONS

Model M-OBR4-GRD is a recessed outdoor bottle filler. Housing has a slim and trim look that blends into your environment. Unit also has a strong vandal-resistant design for years of trouble-free service. Bottle filler shall be activated by a 9 volt sensor or a pushbutton as standard. Fixture has a self-closing pushbutton, needing less than 5 pounds of force which shall activate the internally mounted valve. When installed properly, the bottle filler complies with ADA forward and side reach requirements. Bottle filler is fabricated of type 304 stainless steel. Unit includes GRD series bi-level barrier free drinking fountains. Bottle filler cabinets and drinking fountains shall be either stainless steel with powder coat or satin finish. Unit complies with ANSI A117.1, Public Law 111-380 (NO-LEAD), CHSC 116875 and NSF/ANSI 61, Section 9. Fixture meets ADA, ADA Standing Person and ADA Child requirements when mounted appropriately.



### MODEL:

(Must Specify)

- M-OBR4-GRD Satin stainless finish (Shown)
  - M-OBR5-GRD Green powder-coated
  - M-OBR6-GRD Red powder-coated
  - M-OBR7-GRD Blue powder-coated
- Custom color finishes available upon request

### OPTIONS

(additional costs may be incurred)

- BAT Battery operated (N/A with bottle counter)
- BCD Bottle counter display
- FRA3 Freeze resistant valve system, 3 valves (Less filter and sensor)
- LOGO Customer specified logo
- MO Bottle filler operated by pushbutton only (Standard with freeze-resistant valves)
- RBL Reverse Bi-Level (Bottle Filler Opposite) (Roughs-ins are opposite of shown)
- SK7 Cane Skirt
- A9100080-A 8 GPH remote water chiller (Locate on interior wall, not exposed to weather)

Complies with the following standards:



Member of  
U.S. Green  
Building  
Council



Recyclable  
Product



Water  
Conserving  
Product

⚠ WARNING: Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

MURDOCK MFG. • 15125 Proctor Avenue • City of Industry, CA 91746 USA  
Phone 800-453-7465 or 626-333-2543 • Fax 626-855-4860 • [www.murdockmfg.com](http://www.murdockmfg.com)

Member of  
MORRIS GROUP  
INTERNATIONAL

MOBR4-GRD

Revised: 09/08/2022

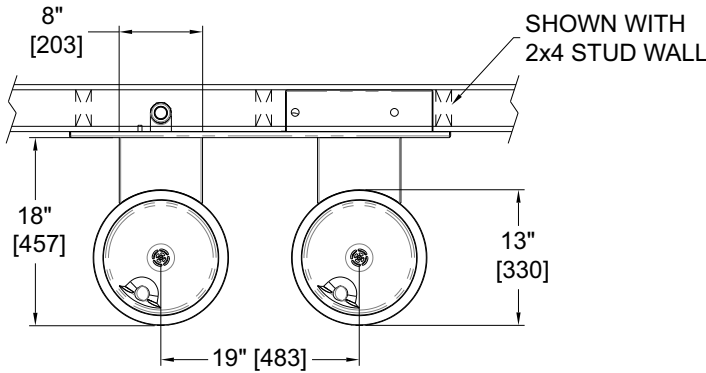


# OUTDOOR BOTTLE FILLERS

## M-OBR4-GRD Series

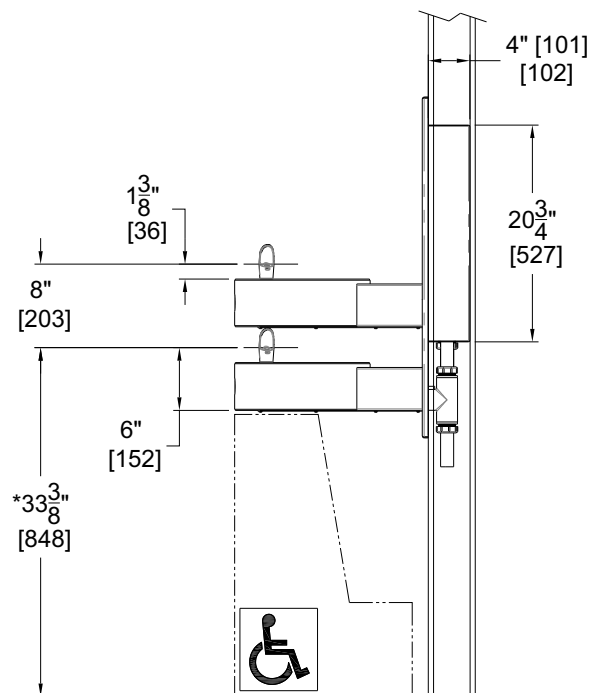
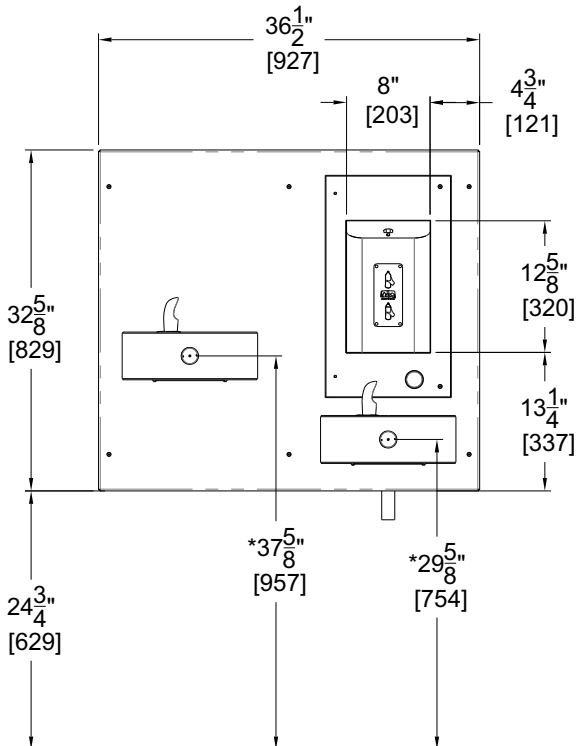
### MODEL M-OBR4-GRD

#### RECESSED OUTDOOR BOTTLE FILLER WITH BI-LEVEL DRINKING FOUNTAIN



**GENERAL NOTES:**

1. ALL DIMENSIONS ARE IN INCHES [MM]
- \*2. DIMENSIONS SHOWN ARE FOR RECOMMENDED ADULT HEIGHT. ADJUST VERTICAL DIMENSIONS AS NECESSARY TO COMPLY WITH FEDERAL, STATE & LOCAL CODES
3. STOP VALVE NOT PROVIDED



Murdock Mfg.™ warrants that its products are free from defects in material or workmanship under normal use and service for a period of one year from date of shipment. Murdock's liability under this warranty shall be discharged solely by replacement or repair of defective material, provided Murdock™ is notified in writing within one year from date of shipment, F.O.B. Industry, California.

<b>SELECTION SUMMARY &amp; APPROVAL FOR MANUFACTURING</b>	Model Number & Options _____	Quantity _____	<p>All dimensions are subject to manufactures tolerance of plus or minus 1/2" nominal and subject to change without notice. Murdock assumes no responsibility for use of void or superseded data. Dimensions may change with the addition of optional accessories. Murdock Mfg.™, Member of Morris Group International™. Please visit <a href="http://www.murdockmfg.com">www.murdockmfg.com</a> for most current specifications.</p>
	Company _____		
	Contact _____	Title _____	
	Signature (Approval for Manufacturing) _____	Date _____	

**MURDOCK MFG.** • 15125 Proctor Avenue • City of Industry, CA 91746 USA  
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Member of **MORRIS GROUP INTERNATIONAL**

Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 CM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 071  
 Date: 4-7-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event #088 CCD 14 Revised Soffit Framing at 1-301 Media Center</p> <p>Provide labor, materials and equipment to provide a cold formed steel framing solution for the Building C Media Center ceiling in lieu of installing a curved steel HSS beam per CCD 14.</p>	<p>\$ 6,682.00</p>
---	--------------------

The cost of this work will be drawn from Contractor Contingency:

The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

CONSTRUCTION MANAGER  
 CFW Group, Inc.

By: *Rafael Flamilla*

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: 4/7/23

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OWNER - Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	4-7-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	088
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

<b>Description of Work:</b>			
Ref. Cost Event #088/Contingency Draw Request #071 CCD 14 Revised Soffit Framing at 1-301 Media Center			
Provide labor, materials and equipment to provide a cold formed steel framing solution for the Building C Media Center ceiling in lieu of installing a curved steel HSS beam per CCD 14.			
<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Premier Drywall	\$	9,322.39	
Ironman	\$	(2,640.39)	
		<b>Subtotal B: \$</b>	<b>6,682.00</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
	<b>Grand Total = (A + B + C + D + E)</b>	<b>\$</b>	<b>6,682.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2023-04-07

Print Name & Title (General Contractor)

Signature

Date



Division of Pre Con Industries, Inc  
PO Box 5728

Toll Free: 1800.928.6650  
Direct: 805.928.3397  
Fax: 805.928.0977

License #809679

# Change in Plans and Specifications

<b>To:</b>	Alex Garcia	<b>Fax:</b>	
<b>Company:</b>	Balfour Beatty	<b>Date:</b>	1/24/2023
<b>From:</b>	James Pedretti	<b>Page:</b>	2
<b>Project:</b>	Rose Avenue K-5 School		

**CE# 15**

Description Of Work: Based on CCD 014, This is a price to frame and infill the previous HSS header in the Media Center with a Metal Stud Header, Posts and joists. The previous design called for infill metal stud joists attached to a curved HSS header. The new design calls for a Metal Stud Header supported on end posts and infilled with metal studs and with a secondary, curved joisted shelf sitting on top of new header and cantilevered to follow the curve from the RCP, A2710C. We are ignoring the upper framing because this is equivalent to the original contractual design.

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

**Description Of Work: Based on CCD 014, This is a price to frame and infill the previous HSS header in the Media Center with a Metal Stud Header, Posts and joists. The previous design called for infill metal stud joists attached to a curved HSS header. The new design calls for a Metal Stud Header supported on end posts and infilled with metal studs and with a secondary, curved joisted shelf sitting on top of new header and cantilevered to follow the curve from the RCP, A2710C. We are ignoring the upper framing because this is equivalent to the original contractual design.**

<b>Labor:</b>	<b>\$ 5,793.10</b>
<b>Materials &amp; Equip:</b>	<b>\$ 2,313.33</b>
<b>Overhead/Profit 15%:</b>	<b>\$ 1,215.96</b>
<b>Total Amount:</b>	<b>\$ 9,322.39</b>

**\*Please sign and fax back to continue with material order\***

For which an add of **\$ 9,322.39** is made to contract price and an additional (1) work day(s) is added to scope.

CHANGE AUTHORIZED BY:

Signed \_\_\_\_\_

Dated \_\_\_\_\_

**CONFIDENTIAL**







Ironman, Inc.  
 20555 Superior Street  
 Chatsworth, CA 91311  
 Phone: 818.341.0980

Job Name: **Rose K-5**  
 Address: 220 S. Driskill St.  
 Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185  
 IMN COR # **027**  
 BBC PCO #:

Attn: **Rafael Alamillo**

Date: **4/6/2023**

**Ironman CO #027 -Bldg. C Media Center Hidden Steel Credit**

ACTIVITY DESCRIPTION	Detail	DATA		Detailing				Shop Labor				Field Labor				Foreman Labor			
		Qty.	Unit	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total
<b>Added Work:</b>																			
- Credit for Hidden Steel @ Media Center		1.0	EA	0.00		\$ 88.00	\$ -	-5.00	(6)	\$ 83.00	\$ (498)	-3.00	(3)	\$ 134.00	\$ (402)	0.00		\$ 143.76	\$ -
		0.0	EA	0.00		\$ 88.00	\$ -	0.00		\$ 83.00	\$ -	0.00		\$ 134.00	\$ -	0.00		\$ 143.76	\$ -
		0.0	EA	0.00		\$ 88.00	\$ -	0.00		\$ 83.00	\$ -	0.00		\$ 134.00	\$ -	0.00		\$ 143.76	\$ -
<b>Totals:</b>							<b>\$0</b>		<b>(6)</b>		<b>-\$498</b>		<b>(3)</b>		<b>-\$402</b>				<b>\$0</b>

**NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)**

Credit of 2ea. HSS 6x6x5/16 Columns and 1ea. HSS 6x6x3/8 Radius Steel Beam - Shop Fabrication of two hours for each column and two hours for the beam - total credit of six shop hours. Credit of three field hours for the three members needed to get installed in the field.

[MAIN PAGE](#)

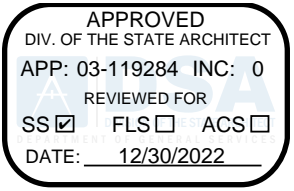
	QTY	SHOP	FIELD	TOTAL Costs
HSS 6x6x5/16 @ 10'ea (2 Columns)	-2	\$268.41	\$0.00	-\$536.82
HSS 6x6x3/8 Radius Beam (21' 4-1/2")	-1	\$674.17	\$0.00	-\$674.17
Rolling of Beam to Radius	-1	\$185.00	\$0.00	-\$185.00
				-\$1,395.99

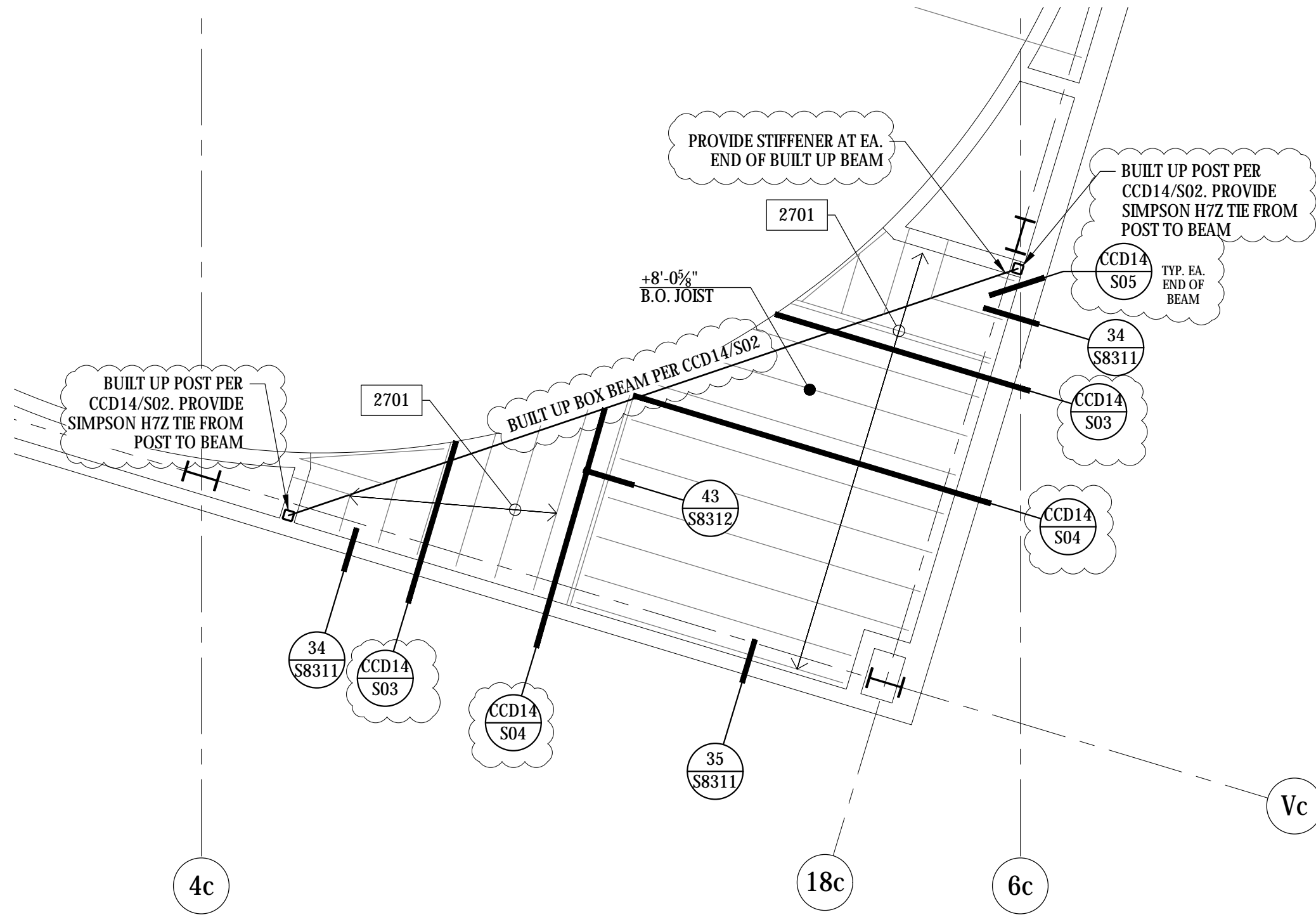
## APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. 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, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

<b>1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>)</b>				
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: <b>014</b>	Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
<b>2. PROJECT INFORMATION:</b>				
School District/Owner: <b>Oxnard School District</b>			DSA File Number: <b>55 22</b>	
Project Name/School: <b>Rose Avenue K-5 School</b>			DSA Application Number <b>03 119284</b>	
<b>3. APPLICANT INFORMATION:</b>				
Date Submitted: <b>11/10/22</b>		Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? <b>5 + Supporting Documents</b>		
Firm Name: <b>IBI Group, a California Partnership</b>		Contact Name: <b>Ruben Ruiz</b>		
Work Email: <b>ruben.ruiz@ibigroup.com</b>		Work Phone: <b>(805) 546-0433</b>		
Firm Address: <b>4119 Broad Street, Suite 210</b>		City: <b>San Luis Obispo</b>	State: <b>Ca</b>	Zip Code: <b>93405</b>
<b>4. REASON FOR SUBMITTAL: (Check applicable boxes)</b>				
<input type="checkbox"/> For revision or addendum prior to construction.			<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form <i>DSA 301-N: Notification of Requirement for Certification</i> , <i>DSA 301-P: Posted Notification of Requirement for Certification</i> or a 90-Day Letter issued.				
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.				
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).				
<b>5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:</b>				
Name of the Design Professional In General Responsible Charge: <b>Richard Mello</b>				
Professional License Number: <b>C18079</b>			Discipline: <b>Architecture</b>	
<b>Design Professional in General Responsible Charge Statement:</b> The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.				
Signature: _____ <i>(Signature)</i> DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE				
<b>6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:</b>				
For addenda, revisions, or CCDs: CHECK THIS BOX <input type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form <i>DSA 1: Application for Approval of Plans and Specifications</i> for this project. (For <i>Deferred Submittals</i> , refer to <i>IR A-18: Use of Construction Documents Prepared by Other Professionals</i> , and <i>IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents</i> , when applicable, for signature and seal requirements.)				
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): <b>In an effort to assist the contractor and schedule, the following CCD is proposed to provide a cold formed steel framing solution for the Building C media center ceiling in lieu of installing a curved steel HSS beam per the approved construction documents.</b>				
List of DSA-approved drawings affected by this post-approval document: <b>S2711C</b>				

DSA USE ONLY		Returned	DSA STAMP
SSS <b>LZ</b> Date <b>12/30/2022</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____		Date: _____  By: _____	
FLS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required Comments: _____			
ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required Comments: _____			



BUILT UP POST PER CCD14/S02. PROVIDE SIMPSON H7Z TIE FROM POST TO BEAM

PROVIDE STIFFENER AT EA. END OF BUILT UP BEAM

BUILT UP POST PER CCD14/S02. PROVIDE SIMPSON H7Z TIE FROM POST TO BEAM

- NOTES:
1. SEE S2711C FOR KEYNOTES NOTED ON PLAN.
  2. COLD FORMED STEEL BEAM AND POST SHOWN ABOVE IS TO REPLACE CURVED STEEL HSS AND HSS COLUMNS SHOWN ON S2711C.

APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC: 0  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 12/30/2022



DATE SIGNED:  
 12.12.22  
 DATE SIGNED:

**BUILDING C - MEDIA CENTER CEILING FRAMING**

**ROSE AVENUE K-5 SCHOOL  
 OXNARD SCHOOL DISTRICT**

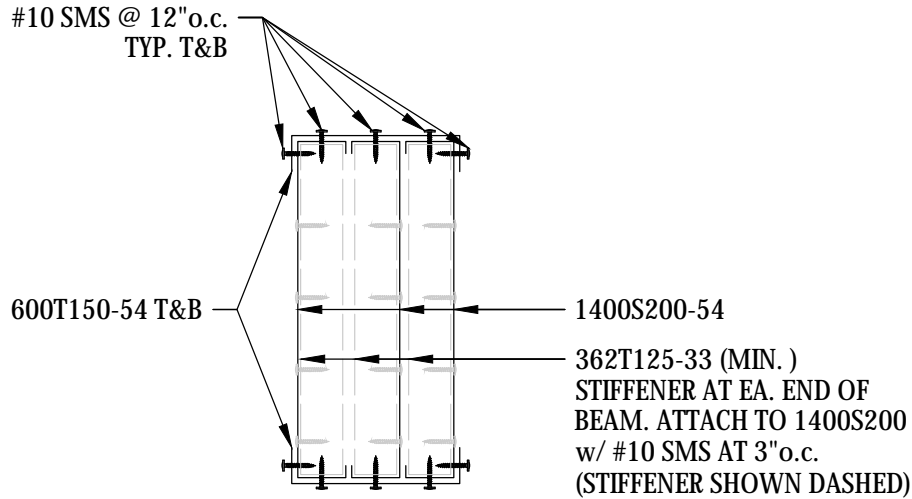
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PROJECT NO. 109990  
 DSA FILE NO. 56-22  
 DSA APP. NO. 03-119284

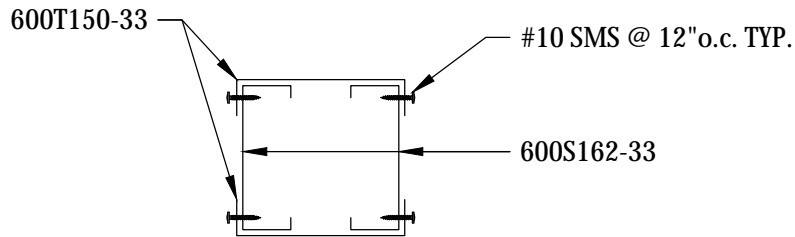
**IBI**  
 ARCHITECTURE PLANNING  
 Los Angeles  
 537 South Broadway, Suite 500  
 Los Angeles, CA 90013  
 213.769.0011 fax: 213.769.0016



APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC: 0  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 12/30/2022



**BEAM**



**POST**



DATE SIGNED:  
 12.12.22



ARCHITECTURE PLANNING  
 Los Angeles

537 South Broadway, Suite 50C  
 Los Angeles, CA 90013  
 213.769.0011 fax: 213.769.00



**BUILT UP BOX BEAM AND POST SECTION**

**ROSE AVENUE K-5 SCHOOL**

DATE  
 12/12/22

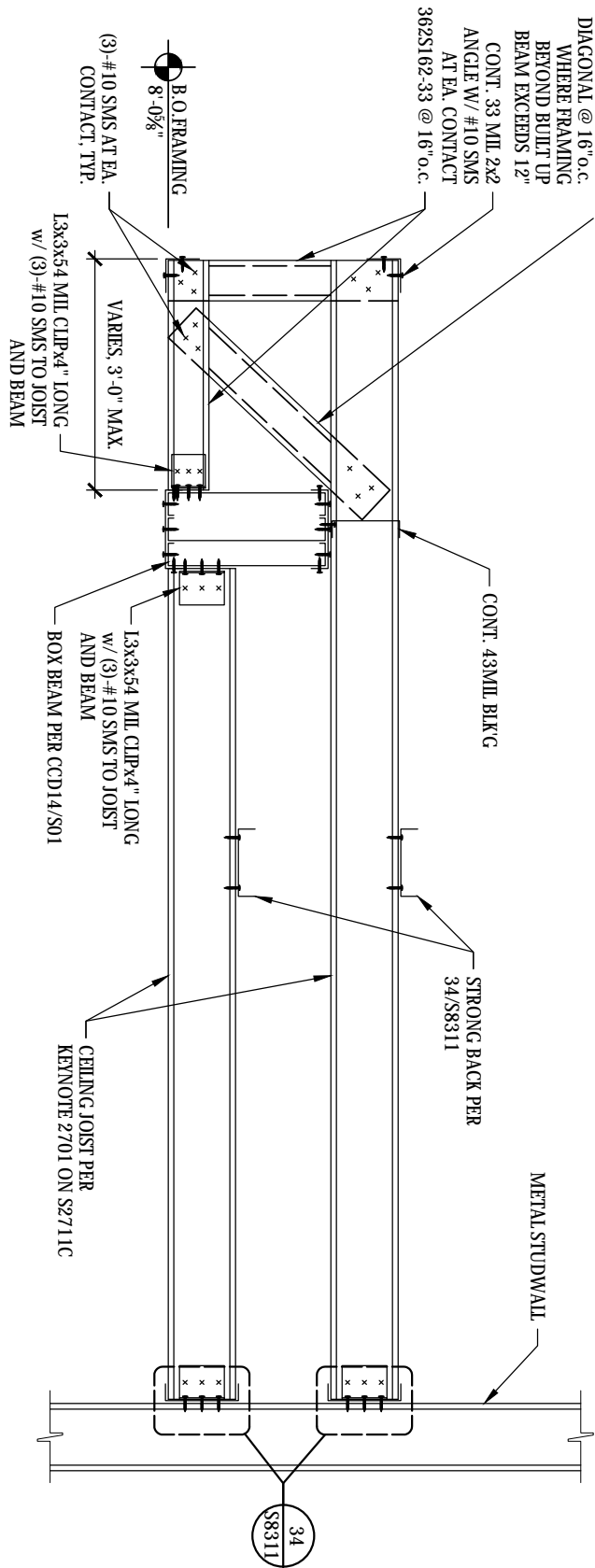
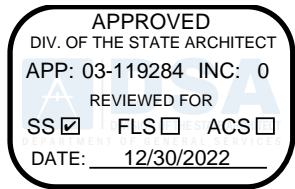
**OXNARD SCHOOL DISTRICT**

OXNARD  
 CA

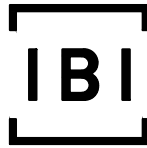
**CCD14  
 S02**

PROJECT NO. 109990	DSA FILE NO. 56-22	56-22
	DSA APP. NO. 03-119284	03-119284

REFERENCE SHEET NO. 2711C
------------------------------



DATE SIGNED:  
12.12.22



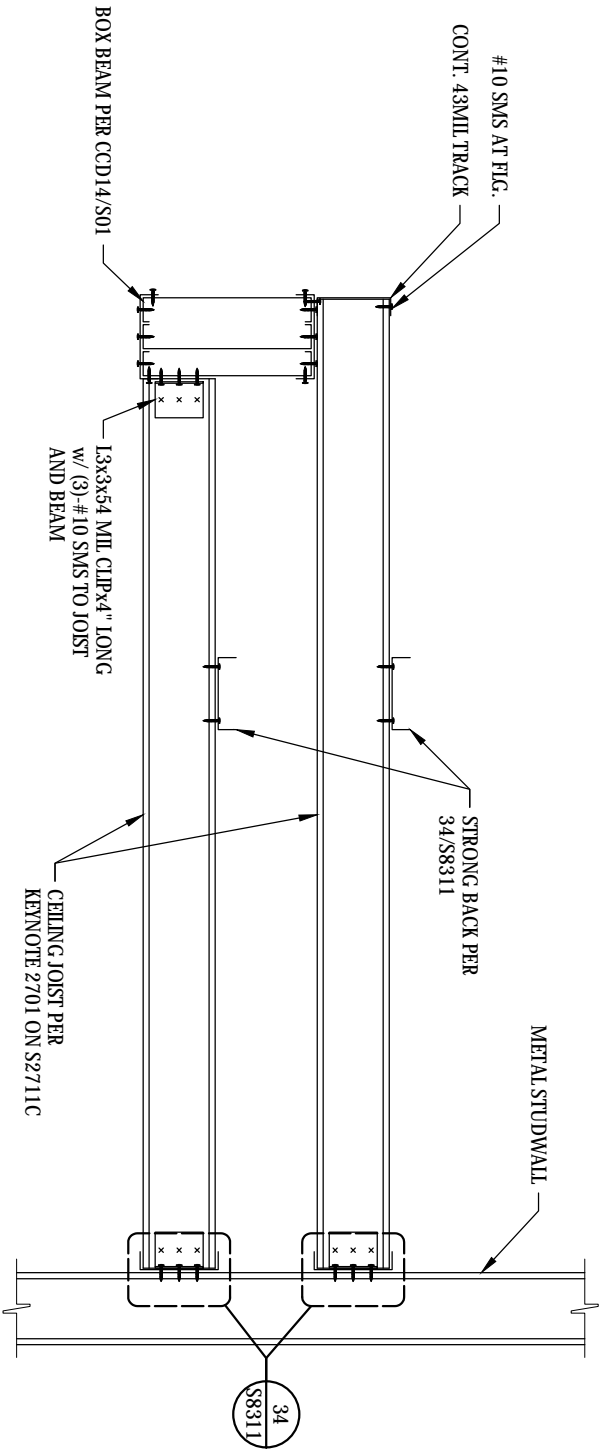
ARCHITECTURE PLANNING  
Los Angeles  
537 South Broadway, Suite 500  
Los Angeles, CA 90013  
213.769.0011 fax: 213.769.0016



**FRAMING SECTION**  
**ROSE AVENUE K-5 SCHOOL**  
**OXNARD SCHOOL DISTRICT**

PROJECT NO. 109990	DSA FILE NO. 56-22	DATE 12/12/22	OXNARD CA <b>CCD14 S03</b>
DSA APP. NO. 03-119284	REFERENCE SHEET NO. 2711C	<b>807</b>	

APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC: 0  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 12/30/2022



DATE SIGNED:  
 12.12.22



ARCHITECTURE PLANNING  
 Los Angeles  
 537 South Broadway, Suite 500  
 Los Angeles, CA 90013  
 213.769.0011 fax: 213.769.0016



**FRAMING SECTION**

**ROSE AVENUE K-5 SCHOOL  
 OXNARD SCHOOL DISTRICT**

DATE  
 12/12/22

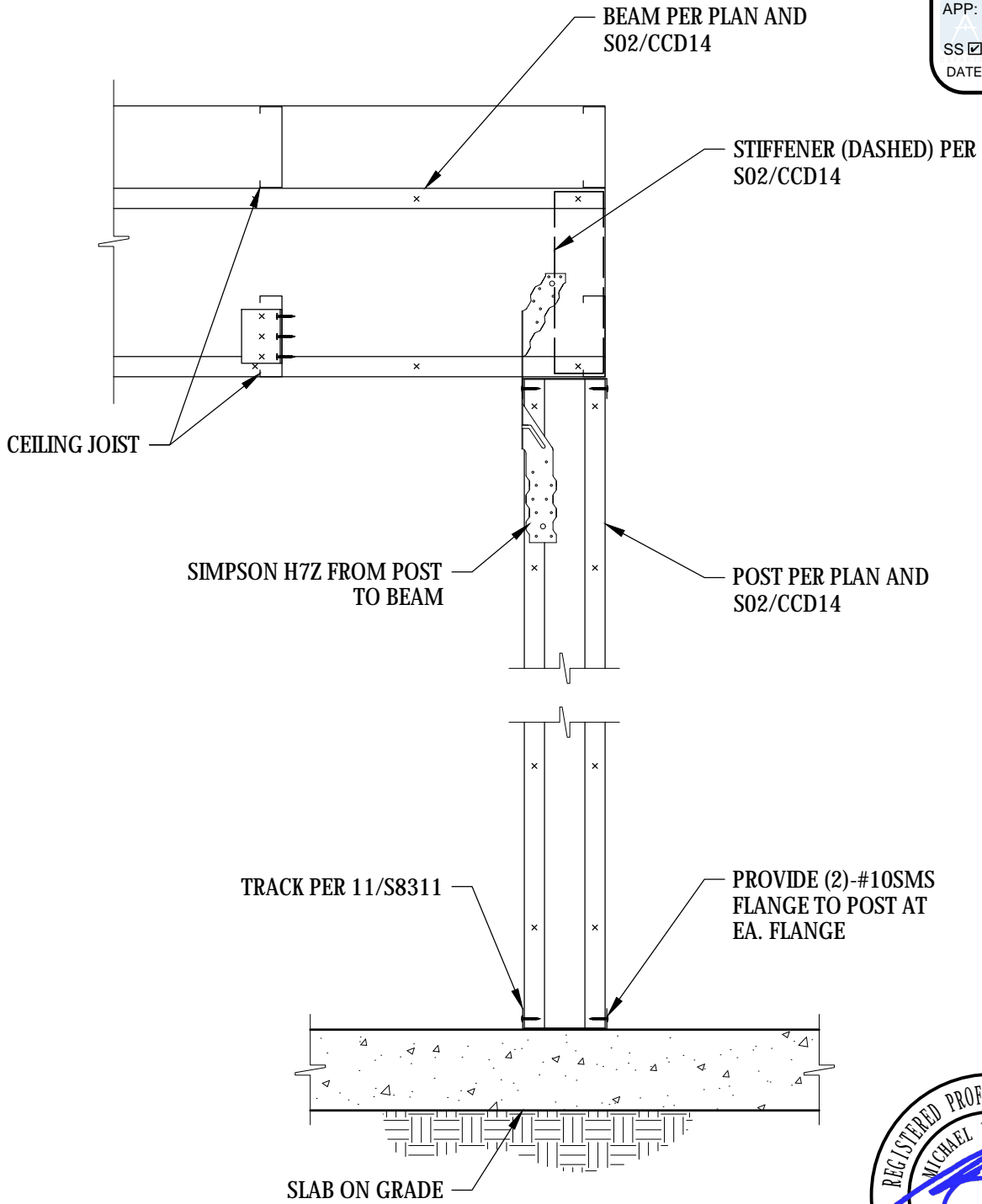
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 DSA FILE NO. 56-22  
 DSA APP. NO. 03-119284

OXNARD  
 CA  
 REFERENCE SHEET NO.  
 2711C

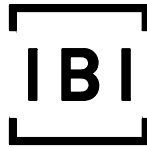
**CCD14  
 S04**



APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC: 0  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 12/30/2022



DATE SIGNED:  
 12.12.22

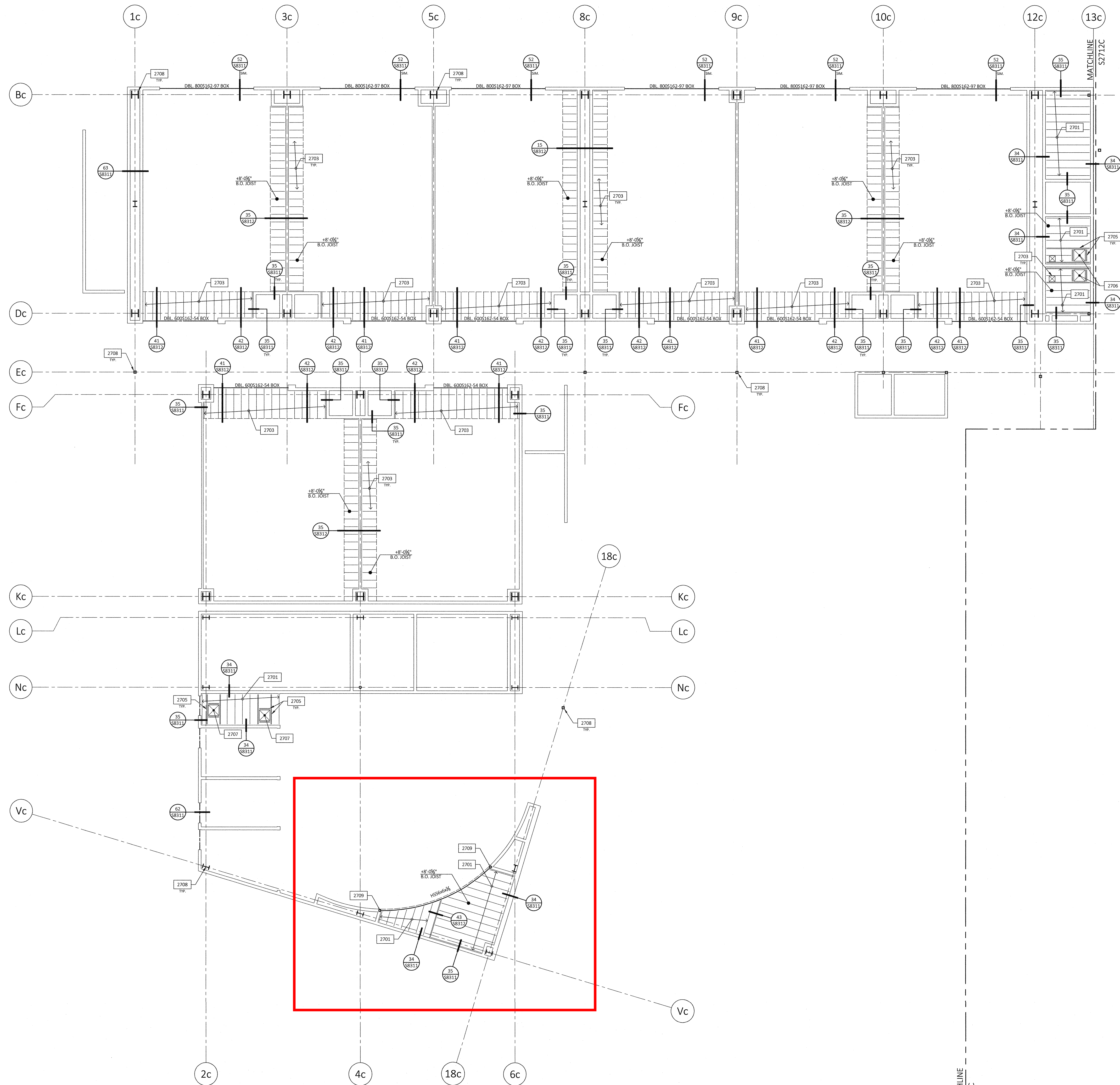


ARCHITECTURE PLANNING  
 Los Angeles  
 537 South Broadway, Suite 500  
 Los Angeles, CA 90013  
 213.769.0011 fax: 213.769.0016

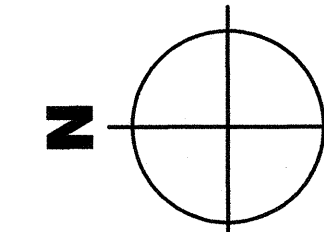
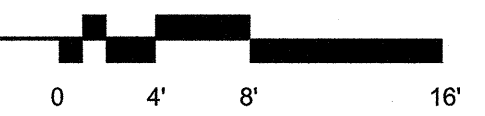


**CFS BEAM TO POST**  
**ROSE AVENUE K-5 SCHOOL**  
**OXNARD SCHOOL DISTRICT**

PROJECT NO. 109990	DSA FILE NO. 56-22	DATE 12/12/22	OXNARD CA <b>CCD14 S05</b>
DSA APP. NO. 03-119284	REFERENCE SHEET NO. 2711C	809	



**BUILDING C - FIRST FLOOR CEILING FRAMING PLAN - NORTH**



**S2711-GENERAL NOTES**

- See Sheets S0001, S0002, and S0003 for general notes
- Refer to Architectural Floor Plans for soffit details and miscellaneous non-structural details and requirements.
- Typical bottom of joist elevation is (+9'-0 3/4") relative to finish floor elevation, unless noted otherwise
- Finish floor elevation = +0'-0" regardless of floor level
- See Sheets S8311, S8312, S8313, and S8314 for typical light gage steel stud framing details

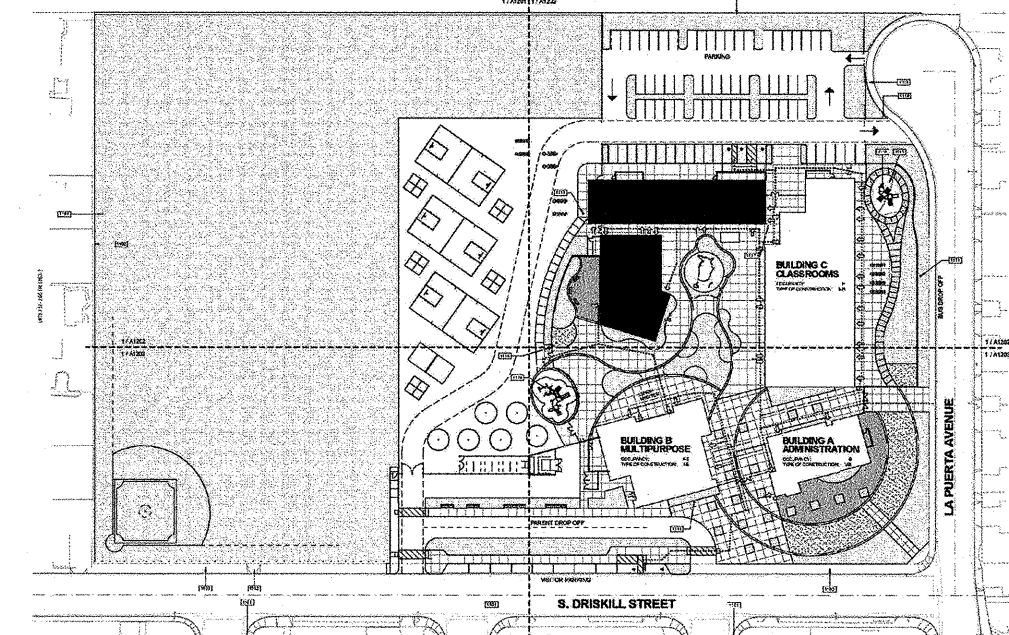
**S2711-KEYNOTES**

- 600S137-43 Ceiling/Soffit Joist @ 16" o.c.  
A. Provide 3625162-33 Flat strong-back across tops of joists at third-points. Attach w/ 2-#8 SMS each contact with joist.
- Not Used
- 400S125-43 Soffit Joist @ 16" o.c.
- Not Used
- Provide (2)-600S162-43 ceiling joist back to back at all openings  
A. Fasten back to back ceiling joist w/ 2-#8 SMS screws @ 12" o.c. full length from web to web  
B. Provide L50 clip at each end of joist to ledger/joist
- Ceiling Access Hatch - Refer to Architectural Drawings  
A. Provide back to back joist at all edges - Refer to 2705A above
- Air Terminal - Refer to Mechanical Drawings
- Steel Column - Refer to S9101C for Column Schedule
- H556w6x6 1/2 A500 Grade B Column  
A. Refer to detail 15/S8112 for beam to column connection  
B. Refer to Column Schedule on S9101C for base connection

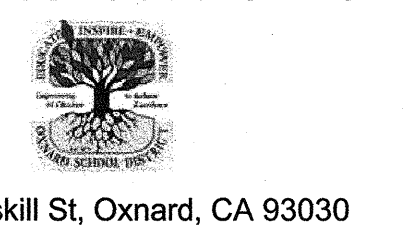
**LEGEND**

- # Reference Note
- Elevation Reference
- DET SHT Detail Number Reference Sheet Number Reference

**KEY PLAN**



CLIENT  
**OXNARD SCHOOL DISTRICT**

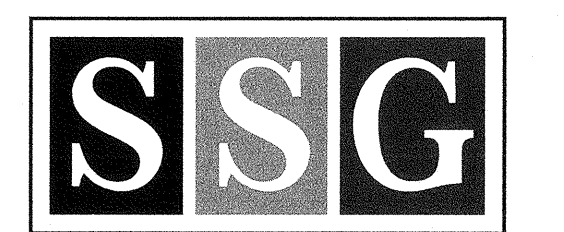


220 S. Driskill St, Oxnard, CA 93030

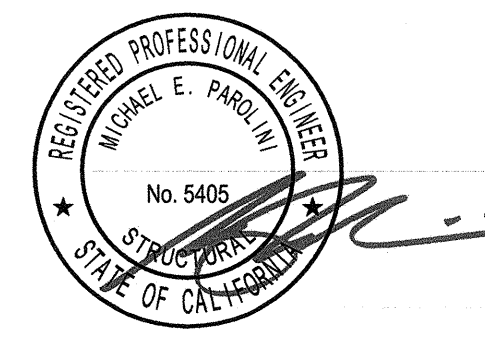
COPYRIGHT  
This drawing has been prepared solely for the intended use. This any reproduction or distribution for any purpose other than that intended by the Group is forbidden. Written permission shall have precedence over stated directions. Contractors shall verify and be responsible for all dimensions and conditions on the field and shall be responsible for all dimensions and conditions on the drawings. This drawing shall be submitted to the Group for general performance before proceeding with fabrication.  
**IBI Group, A California Partnership**  
is a member of the IBI Group of companies

ISSUES	ISSUANCE	DATE
NO.		

CONSULTANTS



SMITH STRUCTURAL GROUP, LLP  
811 El Capitan Way, Suite 240 | 805-439-2130  
San Luis Obispo, CA 93401 | smithstructural.com  
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AGENCY INFORMATION:

AGENCY TRACKING NO. 72538-107	FILE NO. 56-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
AC. / FILED BY: JCS	DATE: JUL 10 2019

SEAL



PRIME CONSULTANT

<b>IBI</b>	315 W 9th Street, Suite 600 Los Angeles, CA 90015 tel (213) 769-0011 fax (213) 769-0016 ibi.com
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PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST.  
OXNARD, CA 93030

PROJECT NO: 109990	S17179
DRAWN BY: DVI	CHECKED BY: JMM
PROJECT MGR: JMK	APPROVED BY: MEP
SCALE: As Indicated	DATE: 06/05/2019

SHEET TITLE  
**BUILDING C - FIRST FLOOR CEILING FRAMING PLAN - NORTH**

SHEET NUMBER <b>S2711C</b>	ISSUE
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structural engineers

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## STRUCTURAL CALCULATIONS

October 31, 2022

Project No. S17179

DSA Application No.: 03-119284

### Rose Ave Elementary School – CCD014

220 South Driskell St.  
Oxnard, CA 93030

Prepared For:

IBI Group  
315 West 9<sup>th</sup> St., Suite 600  
Los Angeles, CA 90015



Signed  
10/31/2022

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## CONTENTS

Basis of Design	1
Building C Ceiling Framing	2 – 5

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## NOTES

This package of structural calculations, notes, plans, details and other information is not a complete structural analysis of the entire structure under review. The above signing engineer is only responsible for systems designed by them, as outlined within this package.



## BASIS OF DESIGN

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### 1. PURPOSE/SCOPE:

In an effort to assist the contractor and schedule, the following CCD is proposed to provide a cold formed steel framing solution for the Building C media center ceiling in lieu of installing a curved steel HSS beam.

The following calculations are provided for the alternate cold formed steel option.

### 2. GOVERNING CODES & STANDARDS:

2016 California Building Code (CBC) – A Chapters and Chapter 23  
ASCE 7-10, Minimum Design Loads for Building and Other Structures

### 3. COLD-FORMED STRUCTURAL STEEL:

Code Reference:

CBC Section 2210

Reference Standard(s):

AISI S100-16, North American Specifications for the Design of Cold-formed Steel  
Structural Members

Materials:

ASTM A653 SS Grade 33:  $F_y = 33$  ksi

ASTM A653 SS Grade 50, Class 1:  $F_y = 50$  ksi

### 4. STRUCTURAL STEEL:

Code Reference:

CBC Chapter 22

Reference Standard(s):

AISC 360-16, Specifications for Structural Steel Buildings  
AISC 341-16, Seismic Provisions for Structural Steel Buildings

Materials:

ASTM A36:  $F_y = 36$  ksi

ASTM A992:  $F_y = 50$  ksi

ASTM A500, Grade B (Square HSS):  $F_y = 46$  ksi

ASTM A500, Grade B (Round HSS):  $F_y = 42$  ksi

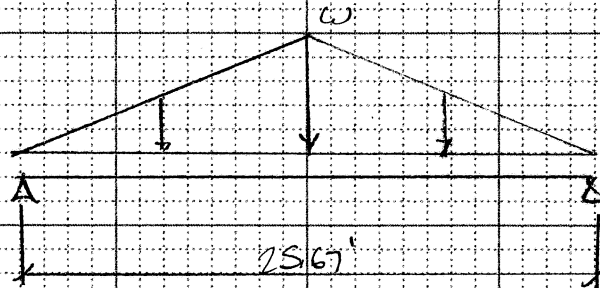


BY \_\_\_\_\_ DATE \_\_\_\_\_ JOB NO. \_\_\_\_\_  
 REV. BY \_\_\_\_\_ DATE \_\_\_\_\_ JOB NAME \_\_\_\_\_

REFERENCE

SOLUTION

CEILING BEAM



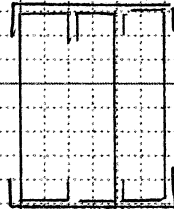
$TRIB = 1065' / 2 = 5.25$  (e. MIDSPAN)

$D = 15 \text{ psf} \Rightarrow 80 \text{ plf}$

$L = 20 \text{ psf} \Rightarrow 105 \text{ plf}$

$W_D = 80 \text{ plf}$

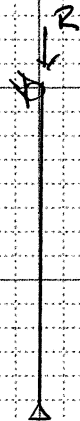
$W_L = 105 \text{ plf}$



1400S200-S4 (3)

POST

$R = 1200 \#$



BO. CLG  
8'0"

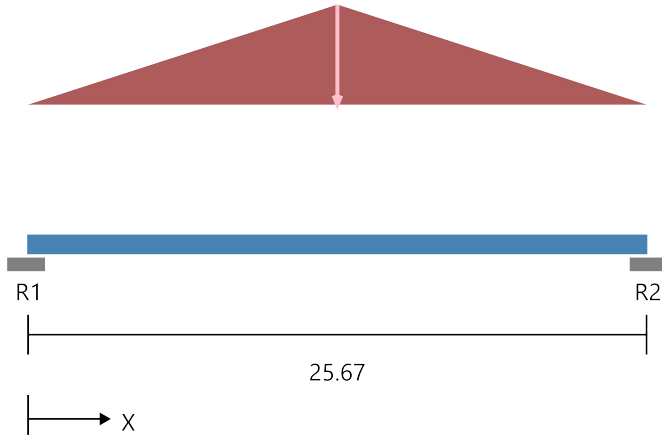
USE  
→ 10"

(2) 600S162-33

Project Name: S17179 - Bldg C Ceiling  
 Model: Bldg C Ceiling Beam  
 Code: 2012 NASPEC [AISI S100-2012]

Page 1 of 2  
 Date: 10/31/2022

Simpson Strong-Tie® CFS Designer™ 3.4.6.0



**Sloped/Partial Loads**

Case	X1 ft	W(X1) lb/ft	X2 ft	W(X2) lb/ft
1	0.00	0.0	12.84	185.0
2	12.84	185.0	25.67	0.0

Loads have not been modified for strength checks  
 Loads have not been modified for deflection calculations

**Built-Up Section:**

Section Number	Section	Ixx (in <sup>4</sup> )	% of Total Ixx	Area (in <sup>2</sup> )	% of Total Area
1	1400S200-54(50)	23.199	33.3 %	1.066	33.3 %
2	1400S200-54(50)	23.199	33.3 %	1.066	33.3 %
3	1400S200-54(50)	23.199	33.3 %	1.066	33.3 %

**Overall Member Inputs:**

Span	Bracing (in)	Flexure			Axial			
		K-phi (lb-in/in)	Lm (in)	Load (lb)	KyLy (in)	KtLt (in)	K-phi (lb-in/in)	Lm (in)
Span	Full	0	308.04	0	N/A	N/A	N/A	N/A

**Reaction And Point Load Data:**

	R1	R2
Load (lb)	1186.9	1187.1
Brng (in)	3.50	3.50

**Analysis Summary:**

Section	Defl	Flexure		Web Crippling		Shear & Bending		Axial	
		M/Ma	Stiffen Req'd	V/Va	Unstiffened	Stiffened	P/Pa	Combined	
1400S200-54(50)	L/547	0.659	Yes	0.34	0.34	N/A	0.00	0.00	

Project Name: S17179 - Bldg C Ceiling

Page 2 of 2

Model: Bldg C Ceiling Beam

Date: 10/31/2022

Code: 2012 NASPEC [AISI S100-2012]

Simpson Strong-Tie® CFS Designer™ 3.4.6.0

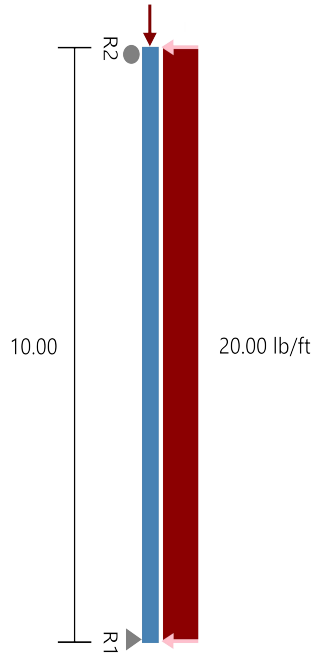
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1400S200-54(50)	L/547	0.659	Yes	0.34	0.34	N/A	0.00	0.00
1400S200-54(50)	L/547	0.659	Yes	0.34	0.34	N/A	0.00	0.00

Project Name: S17179 - Bldg C Ceiling  
 Model: Beam Post  
 Code: 2012 NASPEC [AISI S100-2012]

Page 1 of 1  
 Date: 10/31/2022

Simpson Strong-Tie® CFS Designer™ 3.4.6.0



**Section :** (2) 600S162-33 (33 ksi) Boxed C Stud (punched)  
**Maxo =** 1901.3 Ft-Lb    **Va =** 1276.1 lb    **I =** 3.59 in<sup>4</sup>

Loads have not been modified for strength checks  
 Loads have been multiplied by 0.70 for deflection calculations

**Bridging Connectors - Design Method =AISI S100**

Span	Axial KyLy, KtLt	Flexual, Distortional	Connector	Stress Ratio
Span	None, None	None, N/A	N/A	-

**Web Crippling**

Support	Load (lb)	Bearing (in)	Pa (lb)	M (ft-lbs)	Max Int.	Stiffener?
R2	100.0	1.00	305.6	0.0	0.17	NO
R1	100.0	1.00	305.6	0.0	0.17	NO

"\*\*" after support means punched near support

**Gravity Load**

Type	Load (lb)
Uniform	0plf
P1y	1200lb @ 10ft

	Code Check	Required	Allowed	Interaction	Notes
Span	Max. Axial, lbs	1200.0(c)	4786.5(c)	25%	KΦ=0.00 lb-in/in
	Max. Shear, lbs	100.0	1276.1	8%	Shear (Punched)
	Max. Moment (MaFy, Ma-dist), ft-lbs	250.0	1901.3	13%	
	Moment Stability, ft-lbs	250.0	1901.3	13%	
	Shear/Moment	0.13	1.00	13%	Shear 0.0, Moment 250.0
	Axial/Moment	0.41	1.00	41%	Axial 1200.0(c), Moment 250.0
	Deflection Span, in	0.030	--meets L/4030--		

Support	Rx(lb)	Ry(lb)	Simpson Strong-Tie Connector	Connector Interaction	Anchor Interaction
R2	100.0	0.0	By Others & Anchorage Designed by Engineer	NA	NA
R1	100.0	1200.0	By Others & Anchorage Designed by Engineer	NA	NA

\* Reference catalog for connector and anchor requirement notes as well as screw placement requirements





## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	4/7/2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	101
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

<b>Description of Work:</b>			
Ref. Cost Event #101/Contingency Draw Request #072 CCD 16 Grading at Stair Landing / Extension of Guard Walls			
Provide labor, materials and equipment to revised grades at bottom stair landings, to meet ADA slopes, and install of Concrete Curb and Rail at bottom stair landing (GL Pc/11c), to break up the adjacent slopes in order to accommodate revised grades, per CCD 16.			
<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Ironman	\$	13,507.10	
Inland Building	\$	2,996.67	
Summer Construction	\$	2,500.00	
		<b>Subtotal B: \$</b>	<b>19,003.77</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b> <span style="float: right;">* N/A for Contingency Draw Requests</span>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
		<b>Grand Total = (A + B + C + D + E)</b>	<b>\$ 19,003.77</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



4/7/2023

Print Name & Title (General Contractor)

Signature

Date

# IRONMAN

I N C O R P O R A T E D

Ironman, Inc.  
20555 Superior Street  
Chatsworth, CA 91311  
Phone: 818.341.0980  
Fax: 818.456.0112

Date : 3/20/2023

Page 1 of 1

CO #: 22

Job #: 185

Rose K-5

Job Location: Oxnard, CA

## Change Order Request

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**To: Filbert Carbajal**  
Balfour Beatty  
300 E. Esplanade Drive  
#1120  
Oxnard, CA 93036  
Phone: 805-983-1558  
Fax: 805-983-7249

**Subject:** CCD 016 - Added Railings at C South Stair

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Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

### Description of Change:

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Per the request of the general contractor and CCD 016, Ironman, Inc. will proceed with the added work as indicated in the attached backup documents.

Total cost of this COR: \$13,507.10

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The change will cause an increase of \$13,507.10 to the contract amount.

A signature below indicates acceptance of all changes shown herein. Any work associated with this change will begin upon receipt of a signed copy of this C.O. in our office.

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
*Ore Dagan*  
Ironman, Inc.



**Ironman, Inc.**  
 20555 Superior Street  
 Chatsworth, CA 91311  
 Phone: 818.341.0980

Job Name: **Rose K-5**  
 Address: 220 S. Driskill St.  
 Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185  
 IMN COR # **22**  
 BBC PCO #:

Attn: Rafael Alamillo

Date: **3/20/2023**

**Ironman CO #022 - CCD 016 - Added TWO Gaurdrails at C South Stair**

ACTIVITY DESCRIPTION	Detail	DATA		Detailing				Shop Labor				Field Labor				Foreman Labor			
		Qty.	Unit	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total
<b>Added Work:</b>																			
- Addition of Steel Guardrail at C South Stair per CCD 016		1.0	EA	10.00	10	\$ 88.00	\$ 880	40.00	40	\$ 83.00	\$ 3,320	24.00	24	\$ 134.00	\$ 3,216	0.00	-	\$ 143.76	\$ -
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -
<b>Totals:</b>					<b>10</b>		<b>\$880</b>		<b>40</b>		<b>\$3,320</b>		<b>24</b>		<b>\$3,216</b>		<b>-</b>		<b>\$0</b>

**NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)**

FOR CCD 016: ADDED TEN DETAILING HOURS TO CAPTURE THE CHANGES AND UPDATE OUR SHOP DRAWINGS ACCORDINGLY. ADDED FORTY SHOP HOURS TO FABRICATE THE ADDED GUARDRAILS, GALVANIZED. ADDED TWENTY-FOUR FIELD HOURS TO INSTALL THE ADDED GUARDRAILS (THREE MEN, EIGHT HOURS EACH).

[MAIN PAGE](#)

	QTY	SHOP	FIELD	TOTAL Costs
Misc. Steel Plate and Tube for Railing (Approx. 100 Ft.)	1	\$677.16	\$0.00	\$677.16
Hot-Dip Galvanizing	1	\$0.00	\$637.15	\$637.15
Delivery	2	\$0.00	\$450.00	\$900.00
Core Drilling	9	\$0.00	\$235.00	\$2,115.00
				\$4,329.31







	<b>Qty.</b>	<b>Unit</b>	<b>Rate</b>	<b>Total</b>	<b>Notes</b>
<b>Equipment</b>					
Small Truck		Hrs	\$68.00	\$0.00	
Trucking		Hrs	\$105.00	\$0.00	
950 Loader		Hrs	\$184.00	\$0.00	
Water Truck		Hrs	\$87.00	\$0.00	
Skip Loader		Hrs	\$147.00	\$0.00	
Skid Steer (Bobcat)		Hrs	\$143.00	\$0.00	
Skid Steer Mini Excavator		Hrs	\$152.00	\$0.00	
Concrete Pump		Cy	\$107.00	\$0.00	
Telebelt Conveyor		Hrs	\$184.00	\$0.00	
Backhoe		Hrs	\$170.00	\$0.00	
Backhoe Breaker		Hrs	\$185.00	\$0.00	
Backhoe Compactor Wheel		Hrs	\$185.00	\$0.00	
Backhoe/ Skidsteer with Auger		Hrs	\$185.00	\$0.00	
Compaction Roller		Hrs	\$87.00	\$0.00	
Generator		Day	\$125.00	\$0.00	
Vibrator Plate		Day	\$124.00	\$0.00	
Rotary Hammer		Hrs	\$19.00	\$0.00	
Bosch Chipping Hammer		Hrs	\$16.00	\$0.00	
Air Compressor		Day	\$225.00	\$0.00	
90lb Jack Hammer		Day	\$95.00	\$0.00	
Air Compressor Hoses		Day	\$35.00	\$0.00	
30lb. Chipping Gun		Day	\$65.00	\$0.00	
Concrete Saw		Hrs	\$148.00	\$0.00	
Soff-Cut Saw		Hrs	\$125.00	\$0.00	
Water Pump/ Discharge Hoses		Hrs	\$25.00	\$0.00	
Shop Vacuums		Hrs	\$10.00	\$0.00	
Concrete Wash Out Bin		Ea	\$500.00	\$0.00	
Dump Fees		Loads	\$180.00	\$0.00	

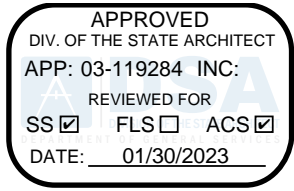
<b>Sub Total Labor</b>	\$2252.80
<b>Sub Total Material</b>	\$405.00
<b>Sub Total Equipment</b>	\$0.00

## APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

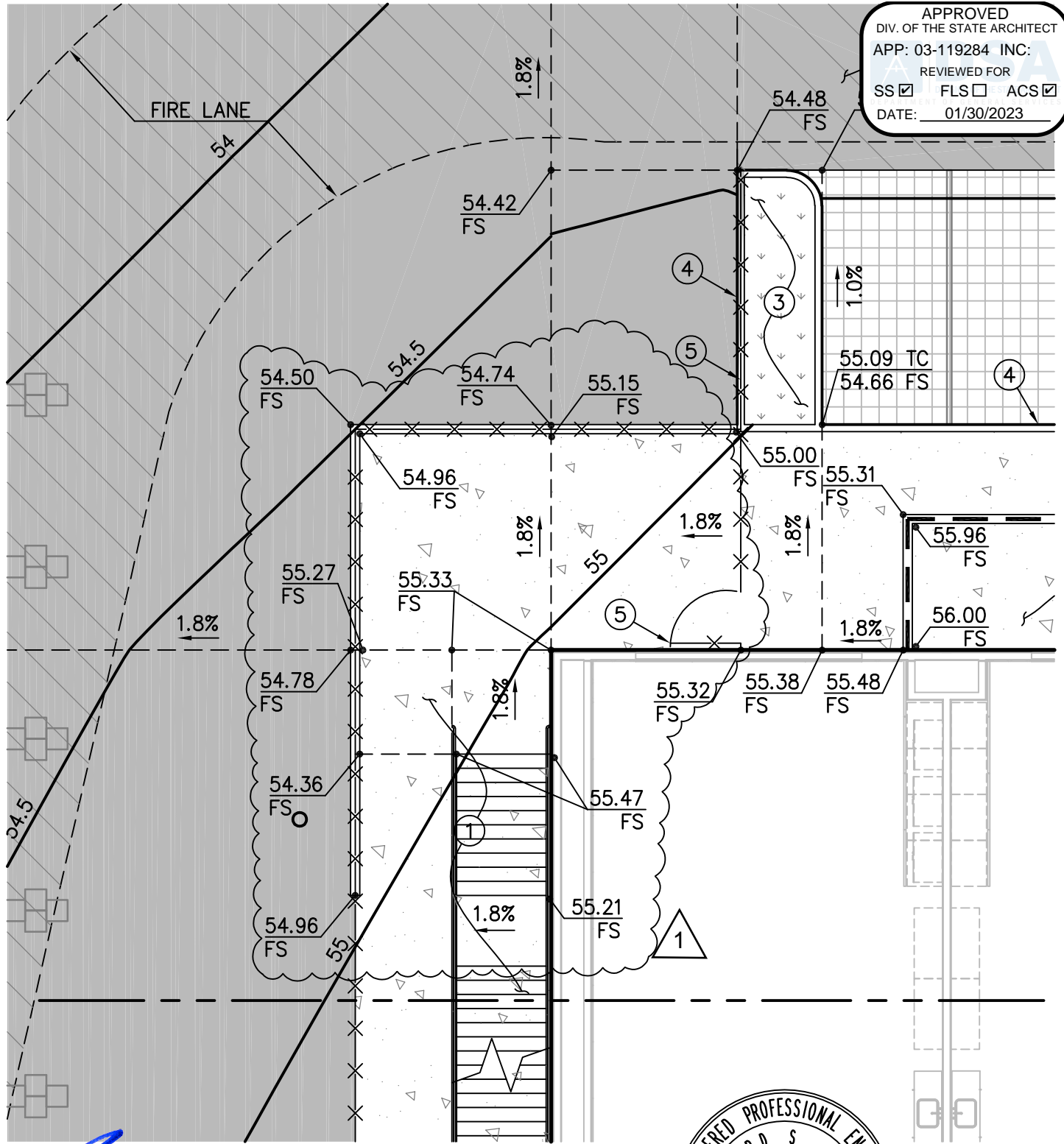
This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

<b>1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>)</b>			
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: <b>016</b> Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
<b>2. PROJECT INFORMATION:</b>			
School District/Owner: <b>Oxnard School District</b>		DSA File Number: <b>55 22</b>	
Project Name/School: <b>Rose Avenue K-5 School</b>		DSA Application Number <b>03 119284</b>	
<b>3. APPLICANT INFORMATION:</b>			
Date Submitted: <b>01/19/23</b>	Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? <b>5 + Supporting Documents</b>		
Firm Name: <b>IBI Group, a California Partnership</b>	Contact Name: <b>Ruben Ruiz</b>		
Work Email: <b>ruben.ruiz@ibigroup.com</b>	Work Phone: <b>(805) 546-0433</b>		
Firm Address: <b>4119 Broad Street, Suite 210</b>	City: <b>San Luis Obispo</b>	State: <b>Ca</b>	Zip Code: <b>93405</b>
<b>4. REASON FOR SUBMITTAL: (Check applicable boxes)</b>			
<input type="checkbox"/> For revision or addendum prior to construction.		<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification or a 90-Day Letter issued.			
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.			
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
<b>5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:</b>			
Name of the Design Professional In General Responsible Charge: <b>Richard Mello</b>			
Professional License Number: <b>C18079</b>		Discipline: <b>Architecture</b>	
<b>Design Professional in General Responsible Charge Statement:</b> The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.			
Signature: _____ <i>(Signature)</i> DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE			
<b>6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:</b>			
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form DSA 1: Application for Approval of Plans and Specifications for this project. (For Deferred Submittals, refer to IR A-18: Use of Construction Documents Prepared by Other Professionals, and IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents, when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): <b>Revised grades at bottom stair landings, to meet ADA slopes. (Three locations)</b> <b>Installation of Concrete Curb and Rail at bottom stair landing (GL Pc/11c), to break up the adjacent slopes in order to accommodate revised grades</b>			
List of DSA-approved drawings affected by this post-approval document: <b>C404, C405, C408, 2/A3001C, 4/A5001C, 7/A5001C</b>			

DSA USE ONLY		Returned	DSA STAMP
SSS <b>LZ</b> Date <b>1/24/2023</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required	Comments: _____	Date: _____	
FLS _____      Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required	Comments: _____	By: _____	
ACS <b>Tatjana R</b> Date <b>01-30-2023</b> <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required	Comments: _____		

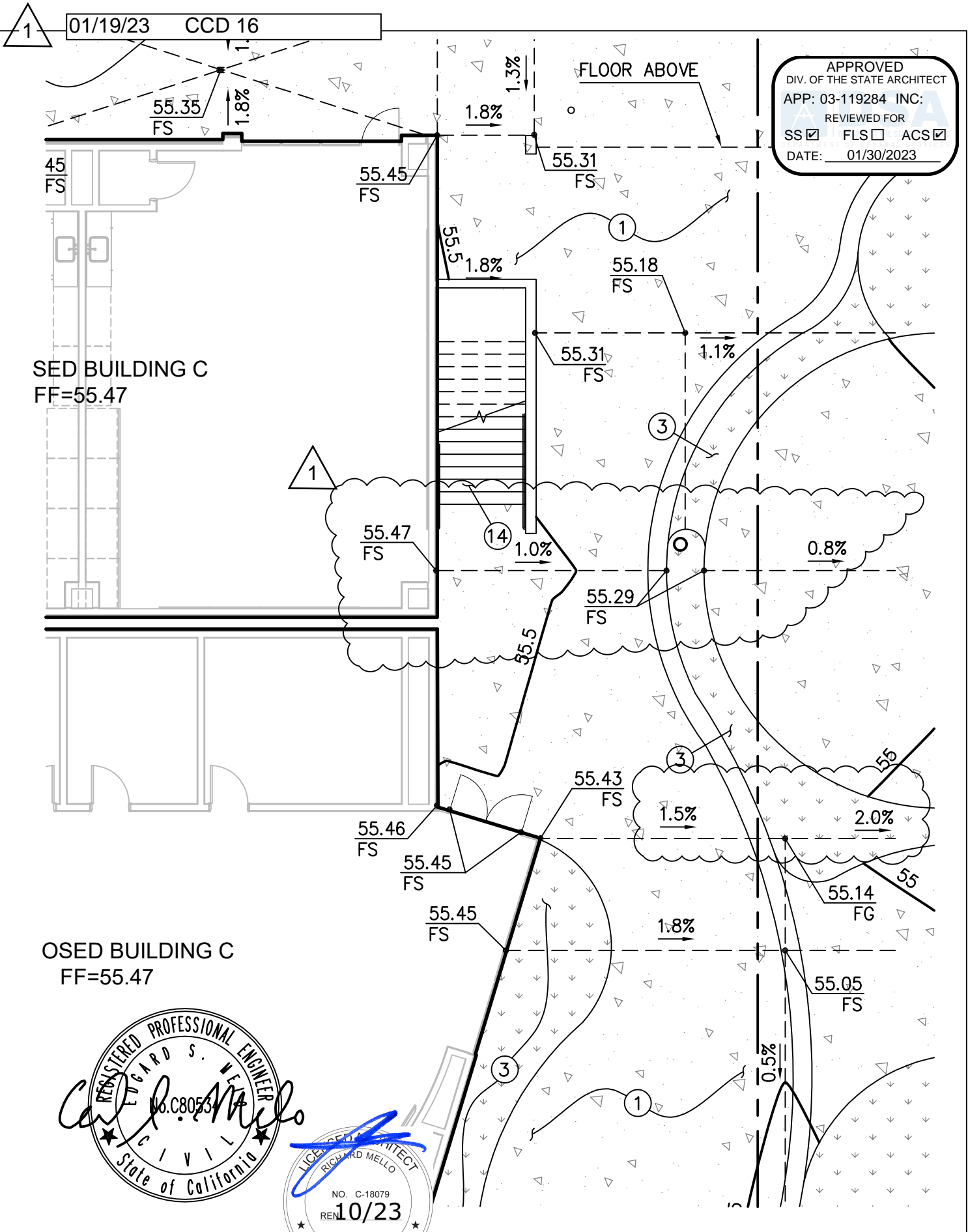
APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 01/30/2023



**BRANDOW & JOHNSTON**  
 STRUCTURAL+CIVIL ENGINEERS (B&J HBI, INC.)  
 700 S FLOWER ST #1200, LOS ANGELES, CA 90017  
 T: (213) 596-4500 WWW.BJSCE.COM

ROSE AVE K-5 SCHOOL  
 220 S. DRISKILL ST.  
 OXNARD, CA, 93030

DATE: 11/22/2022	SKETCH NO. CCD16 SK-1
W.O.*: C17-0460	MODIFIES: C404
	ISSUED FOR: CCD 01



APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 01/30/2023

SED BUILDING C  
 FF=55.47

OSED BUILDING C  
 FF=55.47

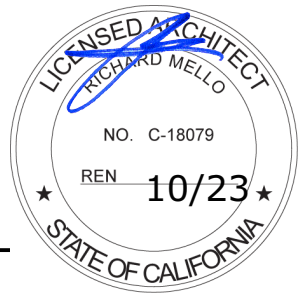
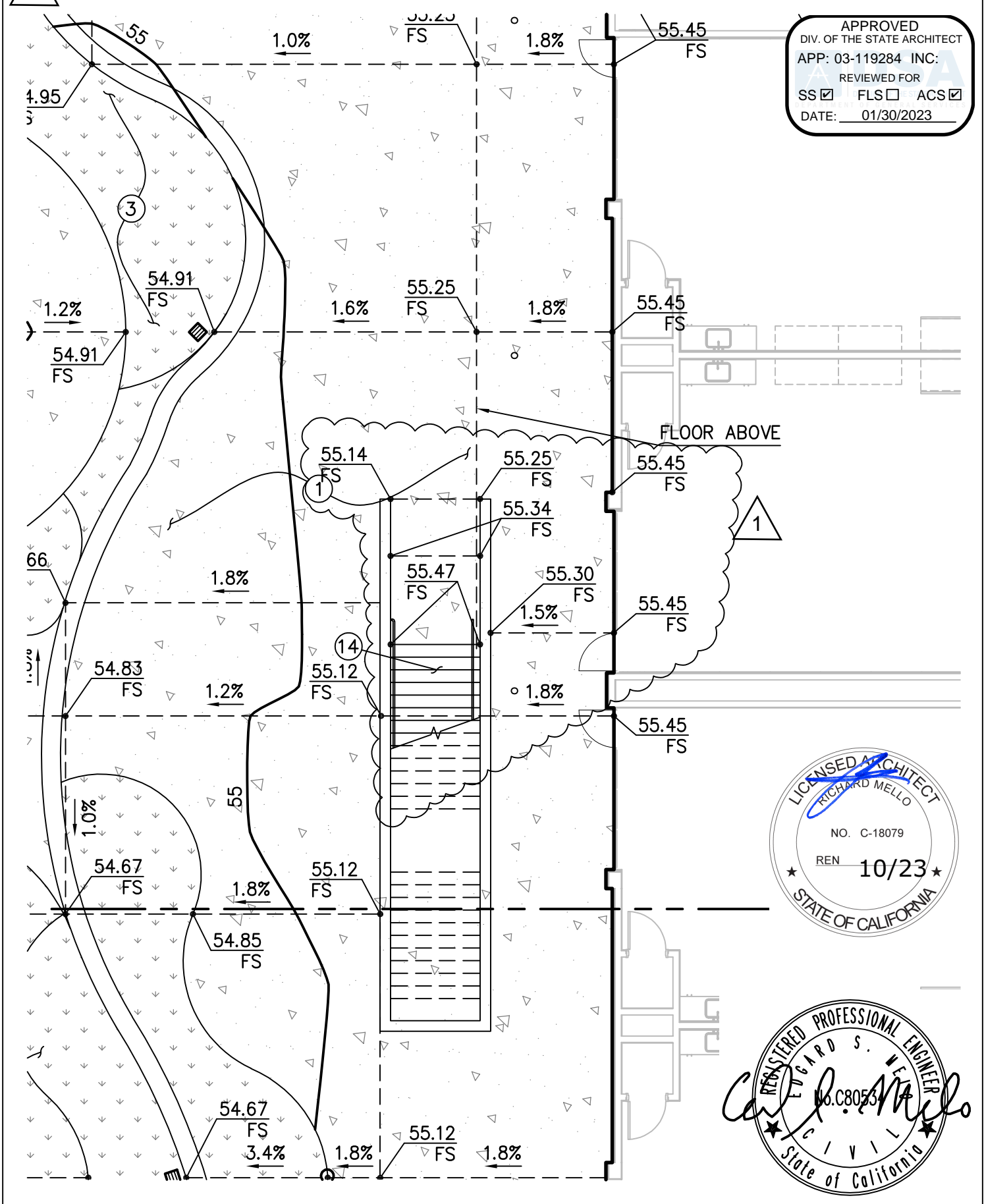


**BRANDOW & JOHNSTOI**  
 STRUCTURAL+CIVIL ENGINEERS (B&J HBIK, INC.)  
 700 S FLOWER ST #1200, LOS ANGELES, CA 90017  
 T: (213) 596-4500 WWW.BJSCE.COM  
 EST. 1945

AVE K-5 SCHOOL  
 220 S. DRISKILL ST.  
 OXNARD, CA, 93030

DATE: 11/22/2022	SKETCH NO. CCD16 SK-2
W.O.*: C17-0460	MODIFIES: C405
	ISSUED FOR: CCD 01'

APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 01/30/2023



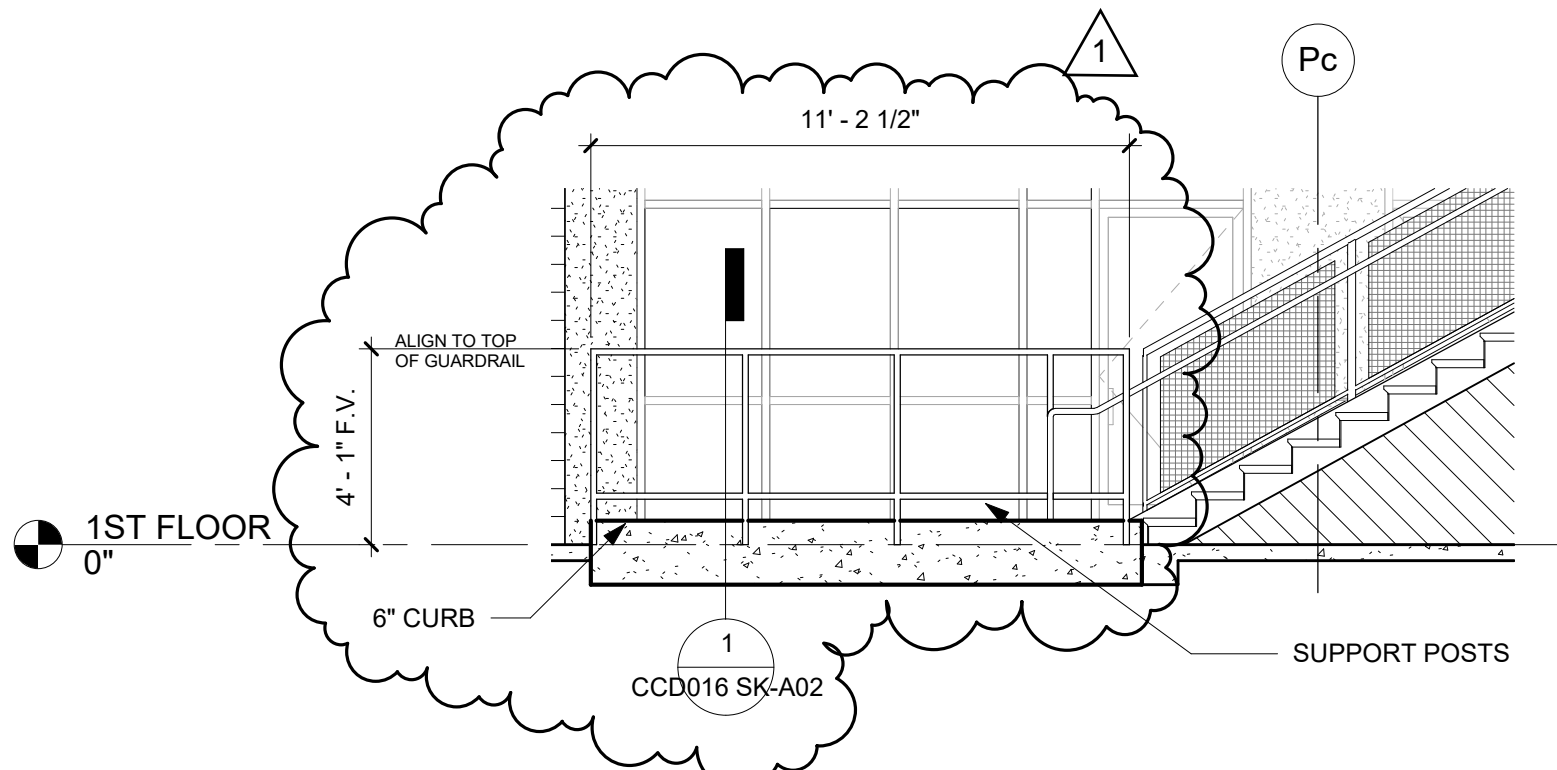
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 EST. 1945

ROSE AVE K-5 SCHOOL  
 220 S. DRISKILL ST.  
 OXNARD, CA, 93030

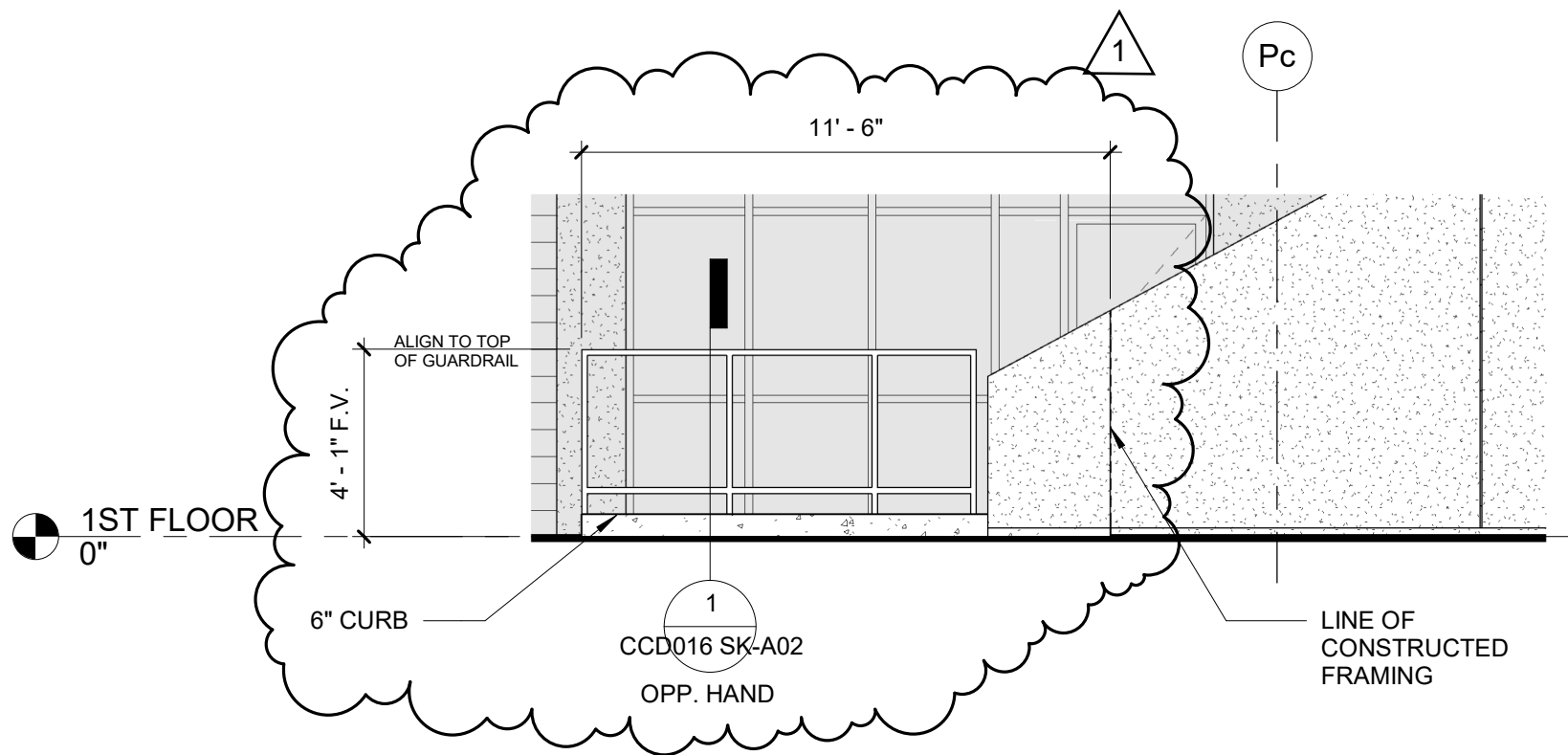
DATE: 11/22/2022	SKETCH NO. CCD16 SK-3
W.O.*: C17-0460	MODIFIES: C408
	ISSUED FOR: CCD 011

1

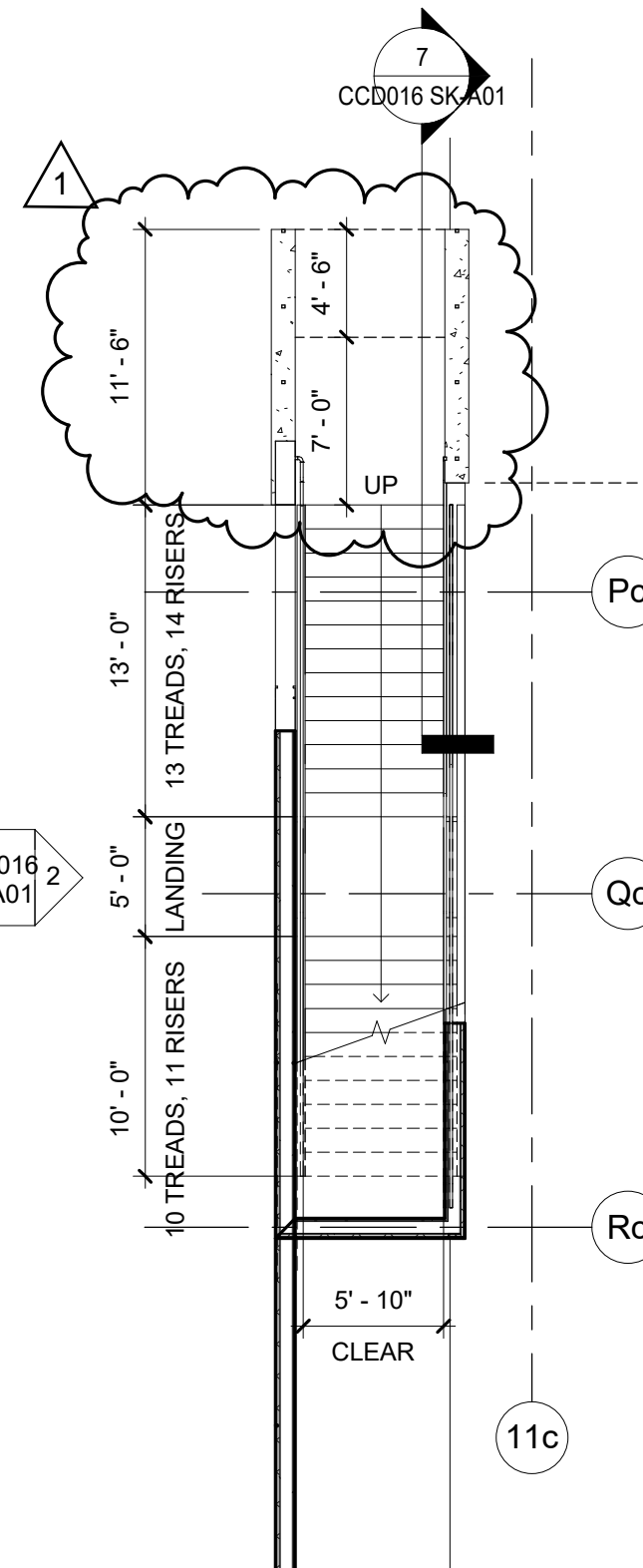
01/19/23 CCD 16



7 7/A5001C- SOUTH STAIR LOOKING SOUTH  
 1/4" = 1'-0"  
 NOTE: REFER TO DETAIL 7/A5001C FOR OVERALL EXTERIOR ELEVATION



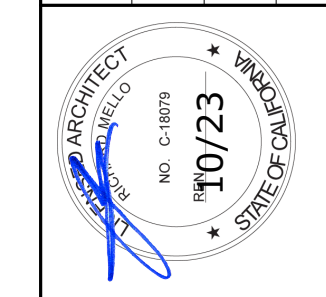
2 2/A301C - NORTH 2  
 1/4" = 1'-0"  
 NOTE: REFER TO DETAIL 2/A3001C FOR OVERALL EXTERIOR ELEVATION



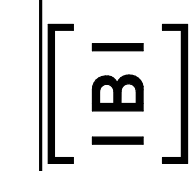
4 4/A5001C- SOUTH STAIR  
 1/8" = 1'-0"  
 NOTE: REFER TO DETAIL 4/A5001C FOR ADDT'L INFO NOT SHOWN

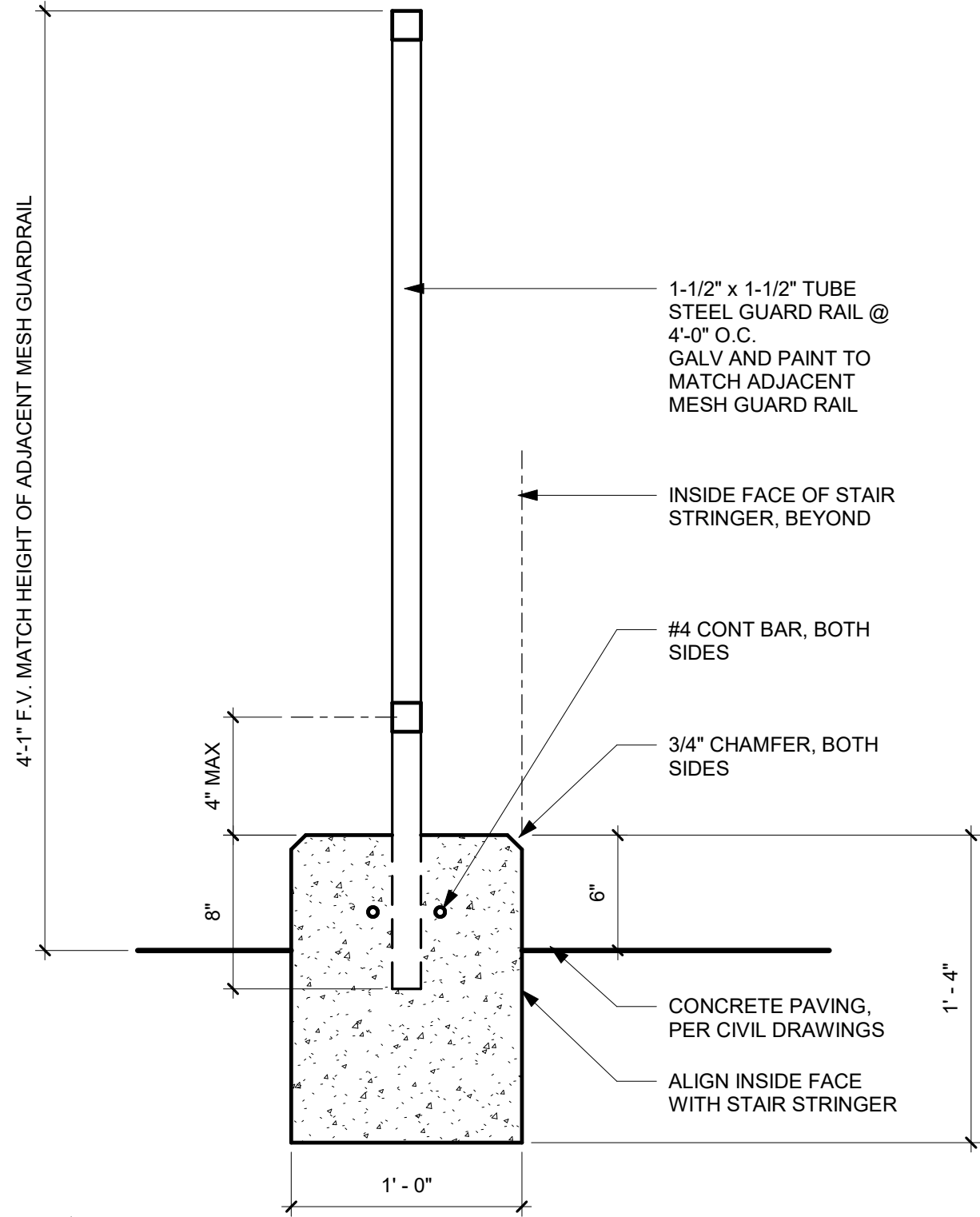
APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 01/30/2023

PROJECT NO. 109980		OXNARD CA	REFERENCE SHEET NO. 2/A3001C; 4/A5001C; 7/A5001C
PROJECT NO. 109980		DSA FILE NO. 56-22	03-119284
PROJECT NO. 109980		OXNARD SCHOOL DISTRICT	
PROJECT NO. 109980		ROSE AVENUE K-5 SCHOOL	
PROJECT NO. 109980		BUILDING C - SOUTH STAIR	



Los Angeles  
 537 South Broadway, Suite 500  
 Los Angeles CA 90013  
 213.769.0011 fax: 213.769.0016





1 CURB & RAIL EXTENSION (SIM. OPP HAND)  
 1 1/2" = 1'-0"

APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 01/30/2023

<b>CURB &amp; RAIL EXTENSION (SIM. OPP HAND)</b>	
<b>ROSE AVENUE K-5 SCHOOL</b>	
<b>OXNARD SCHOOL DISTRICT</b>	OXNARD CA
PROJECT NO. 109990	REFERENCE SHEET NO.
DSA FILE NO. 56-22	
DSA APP. NO. 03-119284	



**[IBI]**  
 Los Angeles  
 537 South Broadway, Suite 500  
 Los Angeles CA 90013  
 213.769.0011 fax: 213.769.0016

Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 CM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction Contingency Request #: 074 R1  
 200 East Driskill St.  
 Oxnard, CA 93030 Date: 5-25-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event #110 - RFI 287 - Media Center Additional Fasteners at the Curtain Wall</p> <p>Provide labor, materials and equipment to install additional clips at the South East corner of the Curtain Wall at the Media Center per RFI 287.</p>	<p>\$ 4,303.83</p>
---	--------------------

The cost of this work will be drawn from Contractor Contingency:

The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

CONSTRUCTION MANAGER  
CFW Group, Inc.

By: Rafael Flamilla By: \_\_\_\_\_ By: \_\_\_\_\_

Date: 5/25/23 Date: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER - Oxnard School District

By : \_\_\_\_\_ Date: \_\_\_\_\_



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	5-25-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	110 R1
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #110 - Contingency Draw Request # 75 R1 - RFI 287 - Media Center Additional Fasteners at the Curtain Wall

Provide labor, materials and equipment to install additional clips at the South East corner of the Curtain Wall at the Media Center per RFI 287.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Ironman (Labor)	\$	3,178.00	
Ironman (Material)	\$	564.46	
Ironman (O&P @ 15%)	\$	561.37	
		<b>Subtotal B: \$</b>	<b>4,303.83</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
		<b>Grand Total = (A + B + C + D + E)</b>	<b>\$ 4,303.83</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 \_\_\_\_\_  
 Print Name & Title (General Contractor)

 2023-05-25  
 \_\_\_\_\_  
 Signature Date

# IRONMAN

I N C O R P O R A T E D

Ironman, Inc.  
20555 Superior Street  
Chatsworth, CA 91311  
Phone: 818.341.0980  
Fax: 818.456.0112

Date : 3/20/2023

Page 1 of 1

CO #: 20

Job #: 185

Rose K-5

Job Location: Oxnard, CA

## Change Order Request

**To: Filbert Carbajal**  
Balfour Beatty  
300 E. Esplanade Drive  
#1120  
Oxnard, CA 93036  
Phone: 805-983-1558  
Fax: 805-983-7249

**Subject:** RFI 287 - Storefront Modification to Steel Supports

Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

### Description of Change:

Per the request of the general contractor and RFI 287, Ironman, Inc. proceeded with the added work as indicated in the attached backup documents.

Total cost of this COR: \$4,303.83

The change will cause an increase of \$4,303.83 to the contract amount.

A signature below indicates acceptance of all changes shown herein.

Accepted By

*Ore Dagan*  
Ironman, Inc.

The six shop hours for fabrication were to fabricate the materials as seen on the material list of this COR. We made a piece of 1/4" x 6" x 10' section of plate for the infill requirements per the RFI Response 287. That plate was cut out of a large piece of plate using a walking torch. The plate was then ground smooth on the edges. We also fabricated two more steel plate brackets sim. to those on the Storefront coordination drawings from 1/2" x 7" x 12" plate. Again, this six hours is the time of one ironworker. We do not find this time at all excessive. The field labor was per the T&M ticket and was for three ironworkers for the six-hour day and their field superintendent for two hours as he was also working with another group of workers on the trash enclosure. This area is all full of exposed aluminum storefront materials. The area needed excessive amounts of prep and protection of the aluminum from sparks caused by grinding and welding. Just the prep and wrapping the area with fire blankets took a few hours. From there the workers proceed with the prep of the steel and adding the plates per coordination with the GC and the storefront workers. The steel welds were cleaned and primed.



Ironman, Inc.  
 20555 Superior Street  
 Chatsworth, CA 91311  
 Phone: 818.341.0980

Job Name: **Rose K-5**  
 Address: 220 S. Driskill St.  
 Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185  
 IMN COR # **20**  
 BBC PCO #:

Attn: Rafael Alamillo

Date: **3/20/2023**

**Ironman CO #020 - RFI 287 - Bldg. C Storefront Support Steel**

ACTIVITY DESCRIPTION	Detail	DATA		Detailing				Shop Labor				Field Labor				Foreman Labor			
		Qty.	Unit	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total
<b>Added Work:</b>																			
- Field Modifications per RFI 287 Response		1.0	EA	0.00	-	\$ 88.00	\$ -	6.00	6	\$ 83.00	\$ 498	20.00	20	\$ 134.00	\$ 2,680	0.00	-	\$ 143.76	\$ -
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -
<b>Totals:</b>					-		<b>\$0</b>		<b>6</b>		<b>\$498</b>		<b>20</b>		<b>\$2,680</b>		-		<b>\$0</b>

**NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)**

FOR RFI 287: ADDED ZERO DETAILING HOURS - DIRECTION WAS PROVIDED IN FIELD BY CURTAINWALL CONTRACTOR AND GC. ADDED SIX SHOP HOURS TO FABRICATE THE ADDED MATERIALS. ADDED TWENTY FIELD HOURS (THREE MEN, SIX HOURS, ONE MAN, TWO HOURS) TO COMPLETE THIS ADDED FIELD WORK.

[MAIN PAGE](#)

	QTY	SHOP	FIELD	TOTAL Costs
Steel Plate 1/4" x 6" x 10'	1	\$126.08	\$0.00	\$126.08
Steel Plate 1/2" x 7" x 12"	2	\$44.19	\$0.00	\$88.38
Delivery	1	\$0.00	\$350.00	\$350.00
				\$564.46



Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Media Center Additional Fasteners at the Curtain Wall

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Ivan Hurtado Vazquez (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	02/22/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C	<b>DUE DATE:</b>	03/01/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	Yes (Unknown)
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>	Ruben Ruiz (IBI Group)		

### Question from Ivan Hurtado Vazquez (Balfour Beatty) at 11:22 AM on 02/22/2023

Per IBI's visit on 2/15 and the IOR questions, additional clips are to be added at the South East corner of the Curtain Wall at the Media Center. See attached sketches depicting locations.

**Attachments:**  
[R Media Center South Elevation.pdf](#) [R Media Center East Elevation.pdf](#)

Awaiting an Official Response

### All Replies:

No Exceptions Taken to Proposed Solution, per IBI visit and discussion with IOR.


Ruben R.  
 IBI Group  
 02/27/2023

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_

Add 1/4" 90 degree angle to fasten the vertical mullion to the column. Typical at two locations, the top beam and the horizontal TS.







Extend and notch plate around column to allow the installation of 9/A8602

Add 1/4 inch plate to horizontal TS to extend behind mullion and allow the installation of detail 8/A602





# ECONO FENCE INC.

5261 Pedley Road, Riverside, CA, 92509 • P: 951.685.5000 • F: 951.360.8685 • License No. 337734 • DIR #1000001395

## POTENTIAL CHANGE ORDER

#4R1

June 16, 2023

Balfour Beatty Construction

ATTENTION: Rafael

SENT FROM: Judd Leslie

### ROSE AVE. E.S.

**REFERENCE:**

RFI#347 - Add spring wheels to gate #107 & anchor posts to wall & slab.

	ITEM DESCRIPTION	QTY		UNIT COST	TOTAL
<b>MATERIALS:</b>					
- Spring Wheels		2 ea	@	\$105.00 ea	\$210.00
					<hr/>
				SUBTOTAL:	\$210.00
				TAX:	\$18.38
				<b>TOTAL MATERIALS:</b>	<b>\$228.38</b>
<b>EQUIPMENT:</b>					
Crew Truck		2 hrs	@	\$25.00 hr	\$50.00
					<hr/>
				<b>TOTAL EQUIPMENT:</b>	<b>\$50.00</b>
<b>LABOR:</b>					
- Foreman		2 hrs	@	\$78.85 per hr	\$157.70
- Laborer		2 hrs	@	\$72.49 per hr	\$144.98
					<hr/> <hr/>
				<b>TOTAL LABOR:</b>	<b>\$302.68</b>

**SUBTOTAL: \$581.06**

15% Overhead & Profit: \$87.16

**TOTAL ADD: \$668.22**

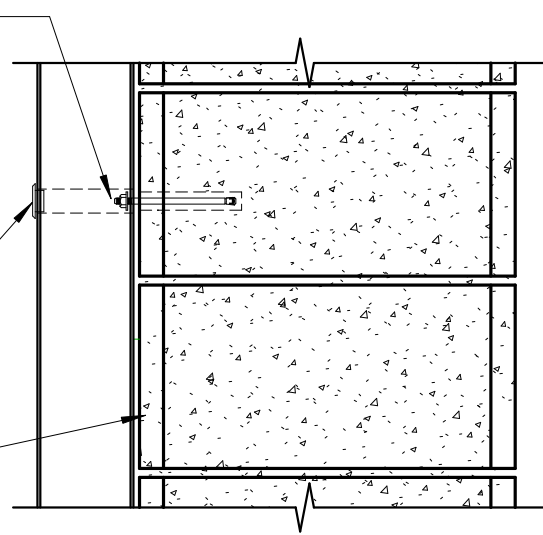
2 men x 2 hours each to install wheels, adjust to grade and touch-up

No credit for footings since we already made a trip to install gate posts once and were turned away since CM/IOR thought these posts were base plated

1/2" DIAM HILTI KB-TZ 2 WEDGE ANCHOR (ICC ESR-4561) AT INSIDE OF GATE FRAME. 3" MIN EMBED INTO GROUT ALTERNATE, KH-EZ (ICC ESR-3056)

PROVIDE HOLE AT GATE POST LARGE ENOUGH TO TIGHTEN ANCHOR. COVER EXT HOLE W/ PLUG, COLOR TO MATCH POST

CMU / CONC FOOTING



② GATE POST ANCHOR @ CMU / FOOTING  
1 1/2" = 1'-0"

METAL DECK

PROVIDE SURFACE MOUNTED SUSPENSION GATE WHEEL; MODEL # GW-220FF, (220 LB CAPACITY; 2" VERT. TRAVEL) OR EQUIV. ATTACH TO UPSIDE OF METAL DECK FLUTE W/ 1/4" MACHINE BOLTS THRU PLATE AND WHEEL BRACKET. 4 MIN.

1/8" THICK PLATE, SAME SIZE AS WHEEL BRACKET, AT EXT SIDE. PAINT TO MATCH DECK

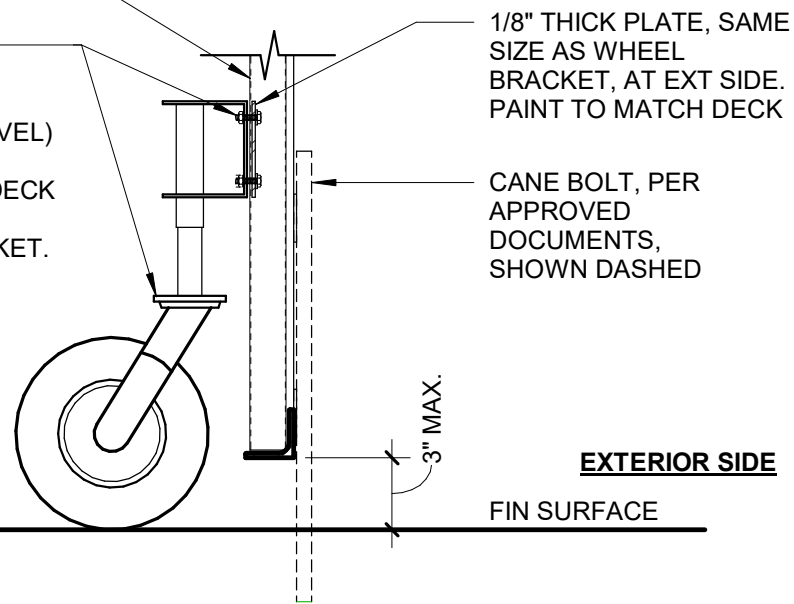
CANE BOLT, PER APPROVED DOCUMENTS, SHOWN DASHED

3" MAX.

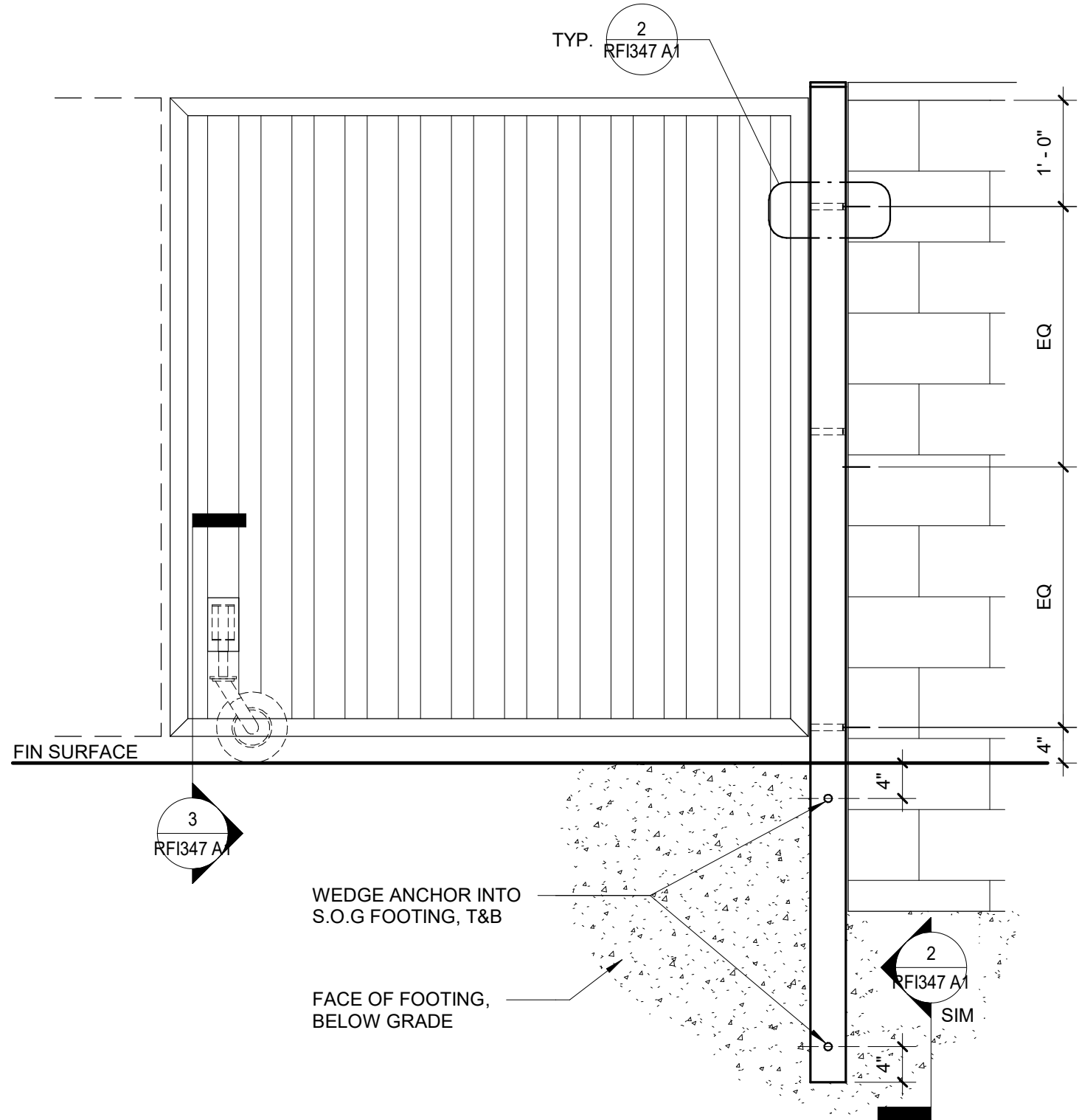
INTERIOR SIDE

EXTERIOR SIDE

FIN SURFACE



③ GATE WHEEL  
1 1/2" = 1'-0"



① GATE ELEVATION - EXTERIOR SIDE  
3/4" = 1'-0"

**GATE POST ATTACHMENT AT ELECTRICAL ENCLOSURE**

**ROSE AVENUE K-5 SCHOOL**

**OXNARD SCHOOL DISTRICT**

DATE  
05/17/2023

**RFI347  
A1**

OXNARD  
CA  
REFERENCE SHEET NO.  
RFI 347

PROJECT NO.  
109990

DSA FILE NO.  
56-22

DSA APP. NO.  
03-119284



Los Angeles  
537 South Broadway, Suite 500  
Los Angeles CA 90013  
213.769.0011 fax: 213.769.0016

**Contingency**

**Draw**

**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 111  
 Date: 8-24-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event # 139 / CDR 111 - RFI 337 Bldg C Machine Room - Gap Between Floor and Wall</p> <p>Provide labor, equipment and materials to add closure angle at both floor and underside of deck per RFI 337.</p>	<p>\$ 703.69</p>
---	------------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

PROGRAM MANAGER  
CFW Group, Inc.

By: Rafael Flamillo

By: [Signature]

By: \_\_\_\_\_

Date: 2023-08-24

Date: 10/05/2023

Date: \_\_\_\_\_

OWNER - Oxnard School District

By: \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-24-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	139
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event # 139 / CDR 111 - RFI 337 Bldg C Machine Room - Gap Between Floor and Wall

Provide labor, equipment and materials to add closure angle at both floor and underside of deck per RFI 337.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
\$	-	<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Premier Drywall	\$	703.69	
		<b>Subtotal B: \$</b>	<b>703.69</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>	\$	-	
		0.0%	
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>703.69</b>

**The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.**

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2023-08-24

Date



Division of Pre Con Industries, Inc  
PO Box 5728

Toll Free: 1800.928.6650  
Direct: 805.928.3397  
Fax: 805.928.0977

License #809679

# Change in Plans and Specifications

To: Rafael Alamillo

Company: Balfour Beatty

Fax:

From: James Pedretti

Date:

4/25/2023

Project: Rose Avenue K-5 School

Page:

2

CE#34

Description Of Work: Per RFI #337, we propose, in room 1-407 and 2-418, to add 2"x6", 16 ga. angle at edge of floor where 2nd level meets the north wall. This area will be stuffed with insulation as per the RFI #337. This will be over the drywall at the exterior wall which will continue through the slab level.

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

**Description Of Work: Per RFI #337, we propose, in room 1-407 and 2-418, to add 2"x6", 16 ga. angle at edge of floor where 2nd level meets the north wall. This area will be stuffed with insulation as per the RFI #337. This will be over the drywall at the exterior wall which will continue through the slab level.**

Labor:	\$	416.15
Materials & Equip:	\$	195.75
Overhead/Profit 15%:	\$	91.79

**Total Amount: \$ 703.69**

**\*Please sign and fax back to continue with material order\***

For which an add of \$ **703.69** is made to contract price and an additional (1) work day(s) is added to scope.

CHANGE AUTHORIZED BY:

Signed \_\_\_\_\_

Dated \_\_\_\_\_

**CONFIDENTIAL**





Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg C Machine Room - Gap Between Floor and Wall

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	04/20/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C>FLOOR 1>1-407 MACHINE ROOM	<b>DUE DATE:</b>	04/28/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

**Question from Filbert Carbajal (Balfour Beatty) at 01:44 PM on 04/20/2023**

In Bldg C 1-407 Machine Room, there is a gap between the ceiling and wall. Please provide detail to close the gaps.

Awaiting an Official Response

**All Replies:**

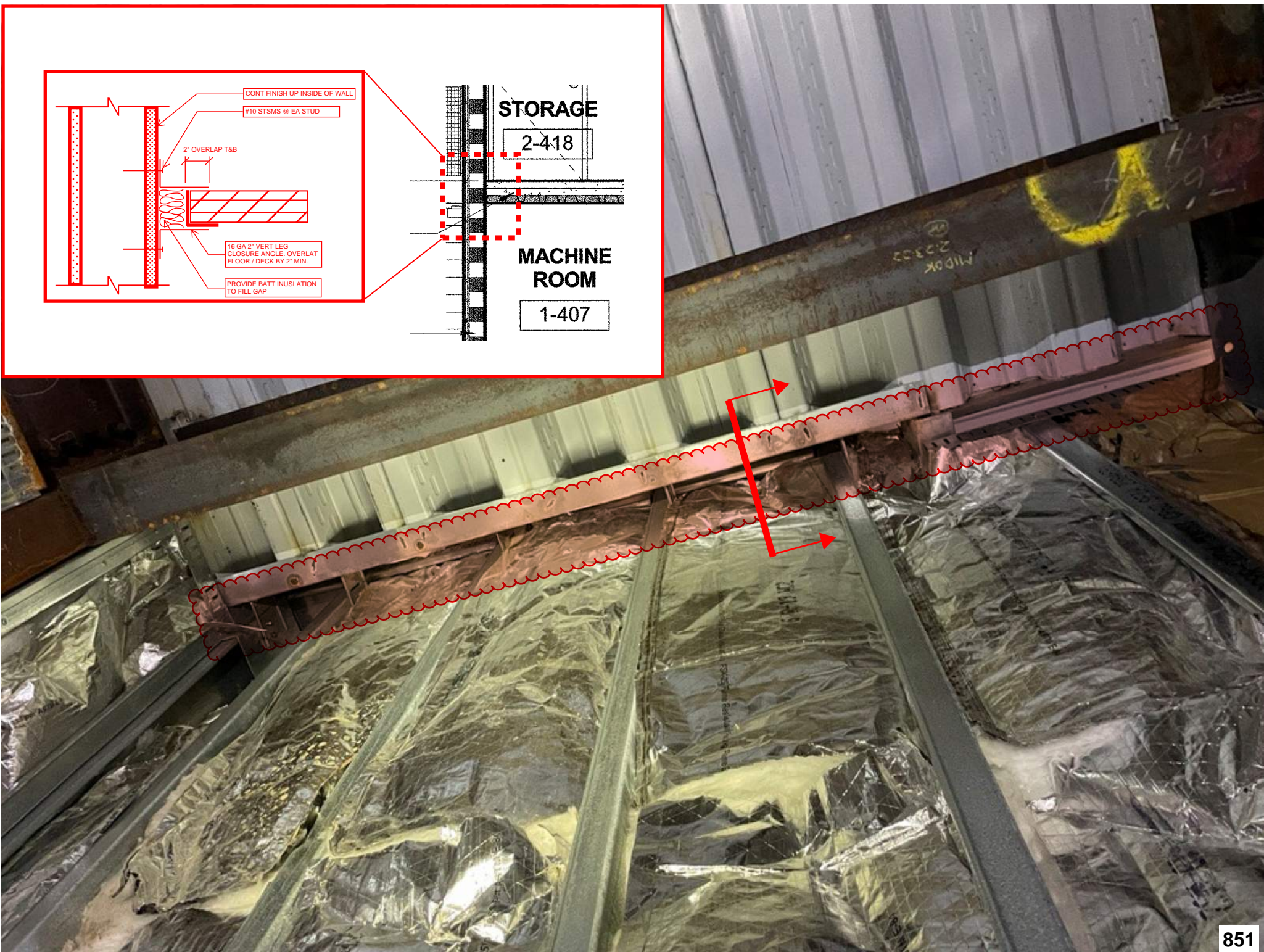
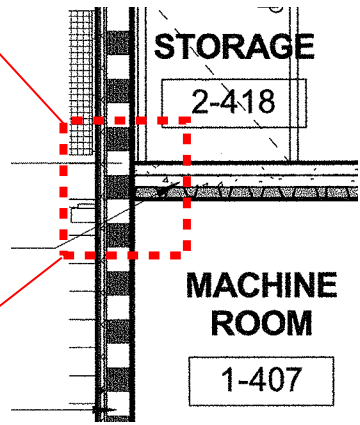
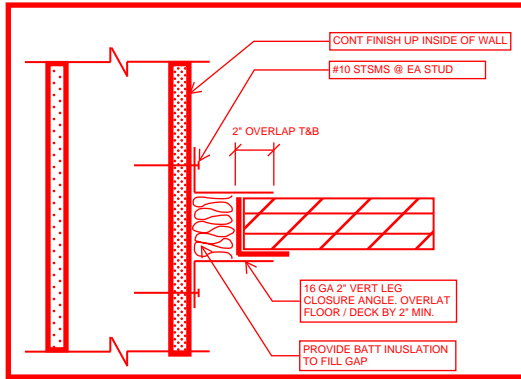
Per Site Visit discussion,  
 - Continue the interior finish up the entire wall to underside of roof deck  
 - Provide batt insulation to cover gap  
 - Provide 16 Ga. 2" Vertical Leg closure angle at both Floor and underside of Deck. Overlap Floor / Deck by 2" min. Attach to wall w/ #10 STSMS, at each stud.

See next page.

Ruben R.  
 Arcadis-IBI  
 04/24/2023

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_





## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	9-27-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	222
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 222 - CDR 120 - RFI 312 Drinking Fountain Accessible Plumbing Connections

Provide labor, material and equipment in install (3) access panels for the approved Murdock M-OBR4-GRD that requires rear access for waste and water supply connections per RFI 312.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	<b>-</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Boneso Brothers (Labor)	\$	855.52	
Boneso Brothers (Materials)	\$	712.31	
Boneso Brothers (O&P @ 10%)	\$	156.78	
Boneso Brothers (Bond @ 1%)	\$	17.25	
		<b>Subtotal B: \$</b>	<b>1,741.86</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
		<b>Subtotal E:</b>	
<b>E. Bond at 1.5%</b>			
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>1,741.86</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2023-09-27

Date



Boneso Brothers Construction  
 2758 concrete ct  
 paso robles, California 93446  
 Phone: +18052274450

**Project:** 328 - Rose Ave Elementary School  
 220 S. Driskill St  
 Oxnard, California 93030

**DRAFT**

**Prime Contract Change Order #CO-019: CE #19 - RFI #312: DF Access Panel Add**

<b>TO:</b>	<b>Balfour Beatty</b> 300 E. Esplanade Drive, #1200 Oxnard, California 93036	<b>FROM:</b>	<b>Boneso Brothers Construction</b> 2758 concrete ct paso robles, California 93446
<b>DATE CREATED:</b>	9/26/2023	<b>CREATED BY:</b>	Brandon Johnson ( <b>Boneso Plumbing and Mechanical</b> )
<b>CONTRACT STATUS:</b>	Draft	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>	Larry Heschke	<b>LOCATION:</b>	
<b>DESIGNATED REVIEWER:</b>	Brian T Bermingham ( <b>Boneso Plumbing and Mechanical</b> )	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>		<b>CHANGE REASON:</b>	Client Request
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	
<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>		<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>	
<b>FIELD CHANGE:</b>	No	<b>CONTRACT FOR:</b>	1:Rose Ave. Elem School Reconstruction
		<b>TOTAL AMOUNT:</b>	\$1,741.86

**DESCRIPTION:**  
CE #19 - RFI #312: DF Access Panel Add  
 RFI #312: DF Access Panel Add

Attached recap for 2-24" stainless panels & 1-24" paint grade panel plus 8hrs install time for RFI #312, with 8hrs for Dave Veronica (foreman) included.

Change events 17 and 18 reserved for pending change orders 17 and 18 per MCOL (Master Change Order Log)  
 CO049 record created in MCOL, Cost Code added to project

Sent from Procure

**ATTACHMENTS:**  
[CO019 RFI #312 DF Access Panel Add.pdf](#), [RecapTotalCost Rose Av. Access Doors.pdf](#)

**CHANGE ORDER LINE ITEMS:**

#	Budget Code	Description	Amount
1	CO.COS-CO019.M Phase CO Change Orders.Change Order 19.Materials	RFI #312: DF Access Panel Add	\$652.00



**Boneso Brothers Construction Inc**

**Recap with Total Cost**

**Project Name: HP-1253 Rose Ave School**

**Bid ID: HP-1253**

**Report Time: 9/25/2023 12:46 PM**

**Profile Name: Standard**

**Scoped By: Base Bid; Line: GC RFI 312 DF Access Doors;**

AutoBid Version: 2021 v1



## Boneso Brothers Construction Inc

### Recap with Total Cost

There were 18 calculation messages.

Project Name: HP-1253 Rose Ave School

Page 1 of 1

Bid ID: HP-1253

Report Time: 9/25/23 12:46 PM

Data Calculated: 9/25/2023 12:45:32 PM

Base Bid; Line: GC RFI 312 DF Access Doors;

#### Item

#### Item -

Material Multiplier:	Item Net							
<u>Item</u> <u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>	<u>Labor Cost</u>	<u>Total Cost</u>	
Nystrom 24x24 PG	1	104.00	104.00	2.66	3	0	104	
Nystrom 24x24 SS	2	274.00	548.00	2.66	5	0	548	
<b>Item - Totals:</b>	<u>3</u>		<u>652</u>		<u>8</u>	<u>0</u>	<u>652</u>	
<b>Item Totals:</b>	<u>3</u>		<u>652</u>		<u>8</u>	<u>0</u>	<u>652</u>	

Material Cost

Total Hrs

Labor Cost

Total Cost

#### Grand Totals

\$652

8

\$0

\$652

\* Items flagged with an asterisk may have their price and labor overwritten in Excel's Rapid Reports



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	12-5-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	281
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 67 - CDR 125 R1 - RFI 168 Transfer Air for Refrigeration System

Provide labor, materials and equipment install a 12" transfer duct (sheet metal duct through wall with flex connect to ceiling grilles) with 14"x14" ceiling grilles on each side of wall to provide free air transfer between these small rooms with larger adjacent rooms per RFI 168 dated 8/16/22.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A:</b>	<b>\$ -</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Smith MEP	\$	4,519.57	
		<b>Subtotal B:</b>	<b>\$ 4,519.57</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C:</b>	<b>\$ -</b>
<b>D. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	<b>\$ -</b>
<b>E. Bond at 1.5%</b>			
		<b>Subtotal E:</b>	<b>\$ -</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>4,519.57</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2023-12-05

Print Name & Title (General Contractor)

Signature

Date

# Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 8/16/2022

Job Name : Rose Ave ES

Extra Work Proposal # : 29

**Description of work:**

Due to ASHRAE-15 compliance regarding refrigeration piping, there are several rooms that are Not compliant. Per RFI #037 answer changes were made to provide 12" transfer duct (sheet metal duct through wall with flex connect to ceiling grilles) with 14"x14" ceiling grilles on each side of wall to provide free air transfer between these small rooms with larger adjacent rooms.

**Pricing Breakdown:**

Sheet Metal-Shop		\$	1,030.00
Sheet Metal-Field		\$	2,579.11
Sales Tax	9.25%	\$	243.60
Warranty Reserve (Direct Cost + Subs)	2.00%	\$	77.05
<b>TOTAL COST</b>		<b>\$</b>	<b>3,929.76</b>
+ Overhead	15%	\$	589.46
<b>Total Extra Work Proposal Price</b>		<b>\$</b>	<b>4,519.57</b>

Time extension required because of labor added by this change is 2.8 workdays

This proposal includes 22 straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: X      Waiting for authorization: \_\_\_\_\_

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Joel Cerda**  
 \_\_\_\_\_  
 Project Manager

Date: 4/5/2023

Approved by: \_\_\_\_\_  
 Signature

Date: \_\_\_\_\_

<b>SHEET METAL - SHOP FAB</b>		Gross	Net	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Equipment Assembly (qty)			1	5.0				\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
Sheet Metal Shop Parts and Supplies	3%							\$ -		\$ 30.00	\$ 30.00
<b>Sheet Metal LBS:</b>		<b>0</b>	<b>0</b>								
<b>Sheet Metal Logistics / Mat'l Delivery</b>		# of Trips		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	RENTAL \$	TOTAL \$
<b>Sheet Metal Shop Totals:</b>				5.0	0.0	0.0	0.0		\$ -	\$ 1,030.00	\$ 1,030.00
<b>SHEET METAL - FIELD INSTALL</b>		UNITS		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Material Handling	7.5%			1.0				\$ 120.86	\$ 120.86		\$ 120.86
Rect Duct				5.0				\$ 120.86	\$ 604.30		\$ 604.30
Louver Installation								\$ -	\$ -	\$ 1,579.80	\$ 1,579.80
Clean-up for added work	3%			1.0	0.0	0.0	0.0	\$ 120.86	\$ 120.86		\$ 120.86
Field Consumables	2%									\$ 23.70	\$ 23.70
Superintendent	10%			1.0	0.0	0.0	0.0	\$ 129.59	\$ 129.59		\$ 129.59
<b>Sheet Metal Field Totals:</b>				22.0	0.0	0.0	0.0		\$ 975.61	\$ 1,603.50	\$ 2,579.11

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## HVAC-MP Transfer Air for Refrigeration System

<b>TO:</b>	Linda Iversen (IBI Group) Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	08/05/2022	<b>STATUS:</b>	Open
<b>LOCATION:</b>		<b>DUE DATE:</b>	08/12/2022
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	TBD
<b>COST IMPACT:</b>	TBD	<b>SPEC SECTION:</b>	23 05 00 - Common Work Results for HVAC
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	Smith RFI #37
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>	Cody Scheidt (Smith Electric Service (Santa Maria))		

**COPIES TO:**

Leon Cavallo (Balfour Beatty), Alex Garcia (Balfour Beatty), Ken Hinge (Kenco Construction Services), Linda Iversen (IBI Group), Janvi Kanani (IBI Group), Dennis Kuykendall (Balfour Beatty), Arega Mehrabian (IBI Group), Rick Ostrander (CFW, Inc.)

**Question from Filbert Carbajal (Balfour Beatty) at 08:11 AM on 08/05/2022**

Due to ASHRAE-15 compliance regarding refrigeration piping, there are several rooms that are NOT compliant.

Please confirm if it acceptable to add door louver to the rooms that are not compliant.

**Attachments:**  
[RFI#037 - HVAC-MP Transfer air for refrigeration system.pdf](#)

Awaiting an Official Response

**All Replies:**

Per school district direction, provide a 12" transfer duct (sheet metal duct through wall with flex connect to ceiling grilles) with 14"x14" ceiling grilles on each side of wall to provide free air transfer between these small rooms with larger adjacent rooms.

Hooshang Mozaffari, RA

August 16, 2022

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

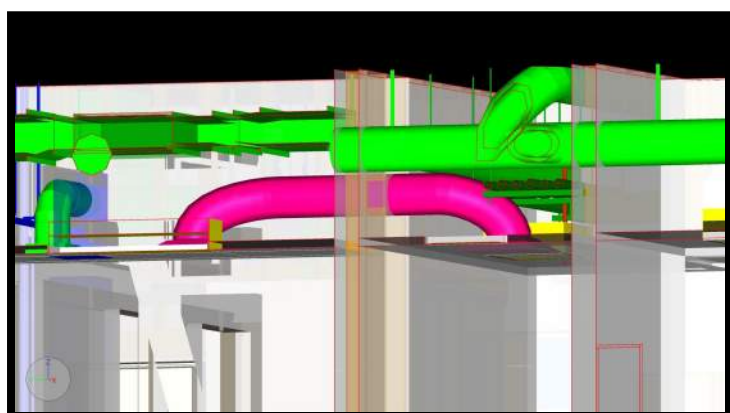
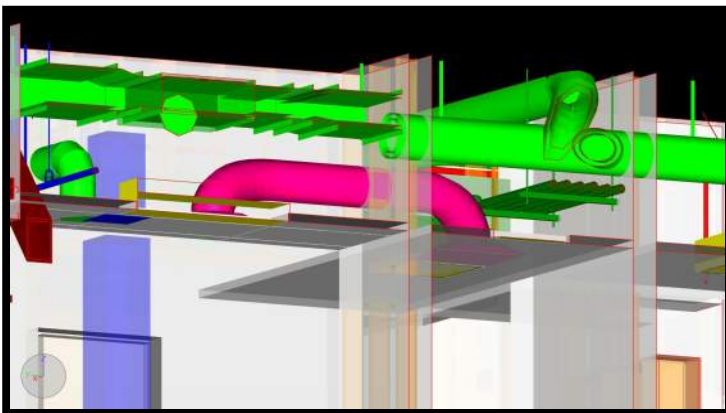
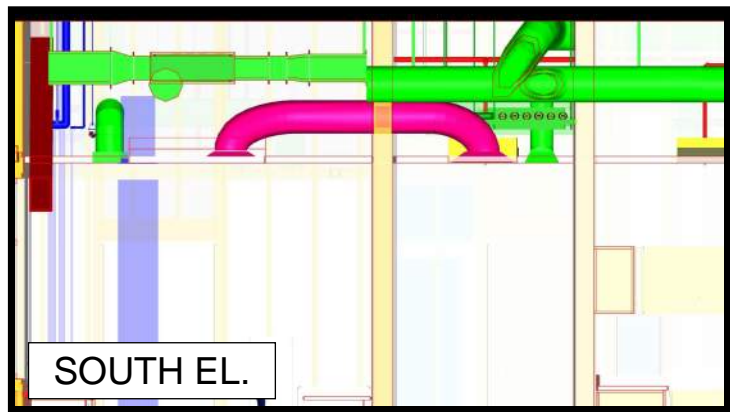
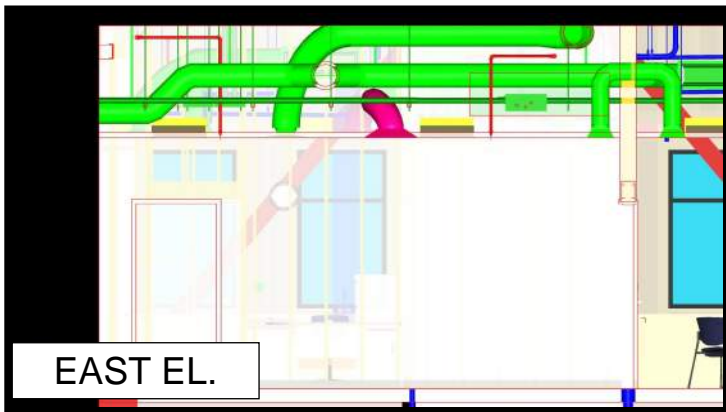
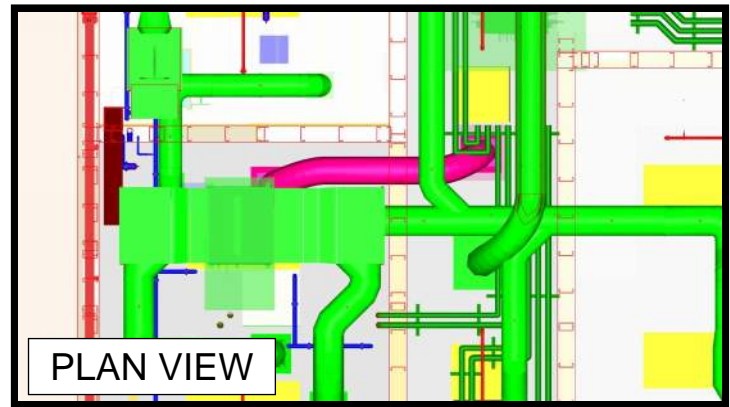
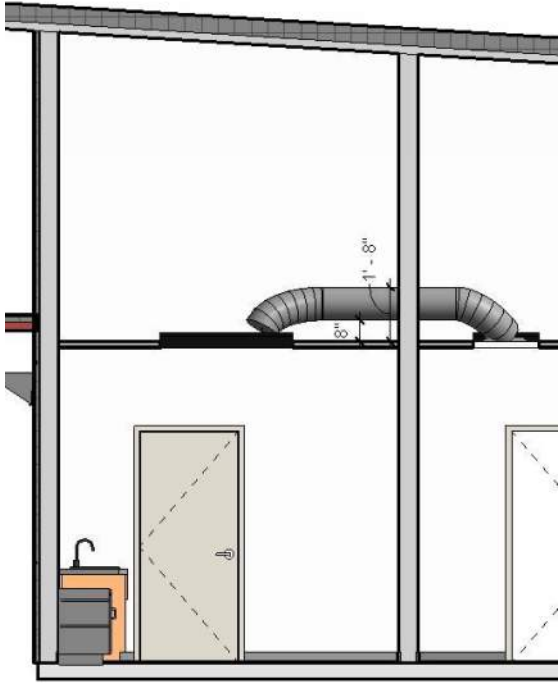
BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_



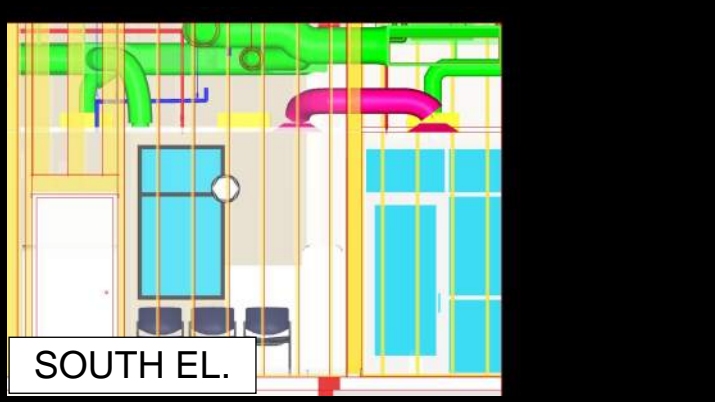
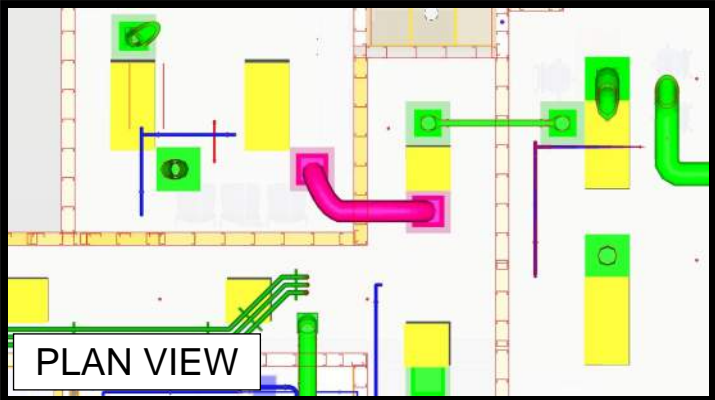




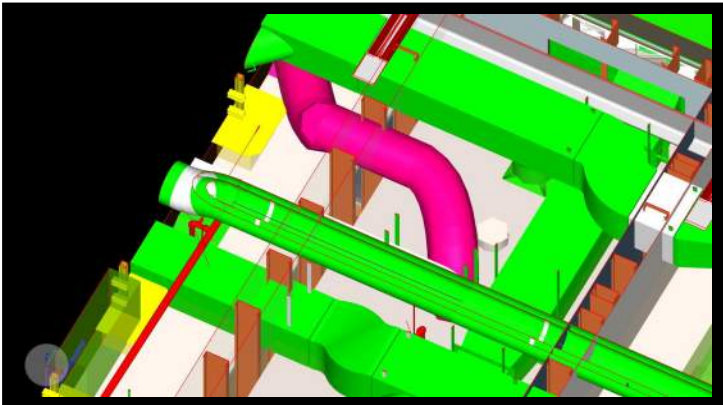
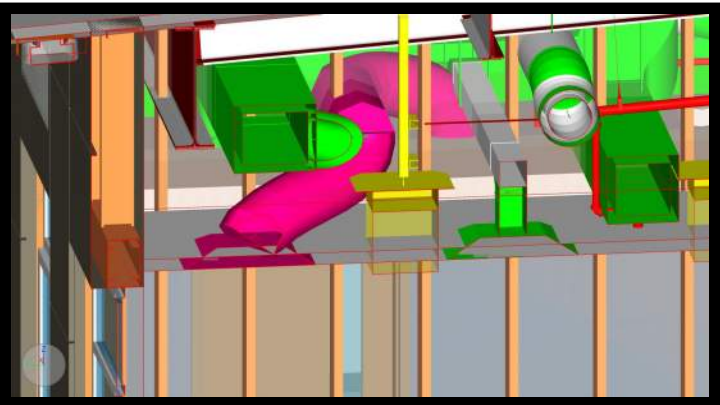
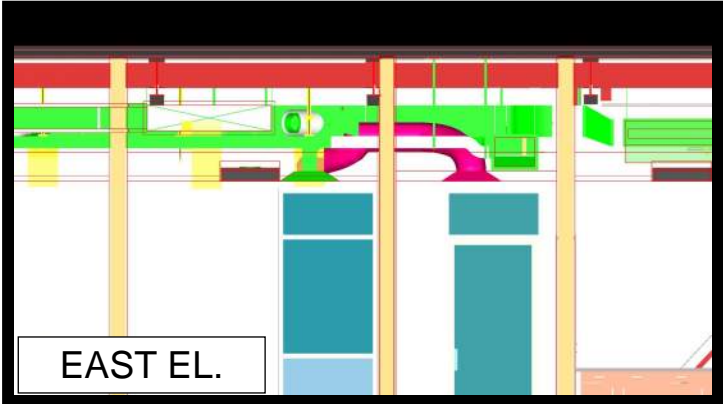
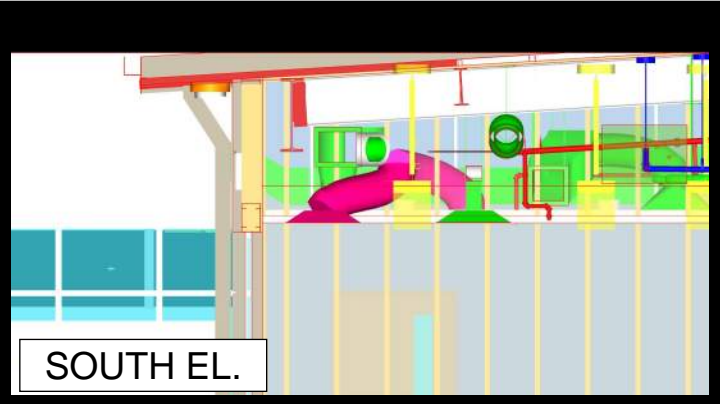
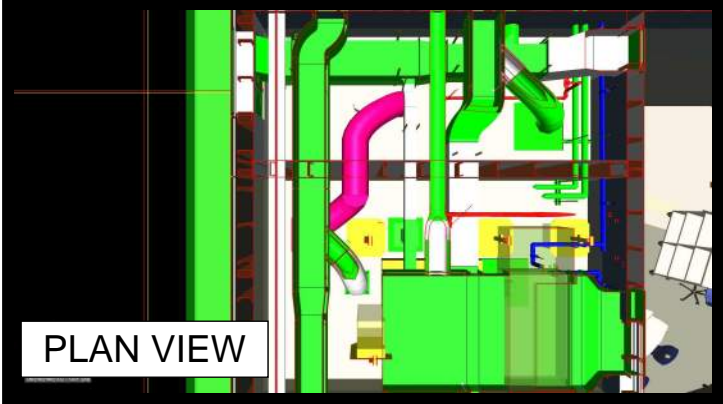
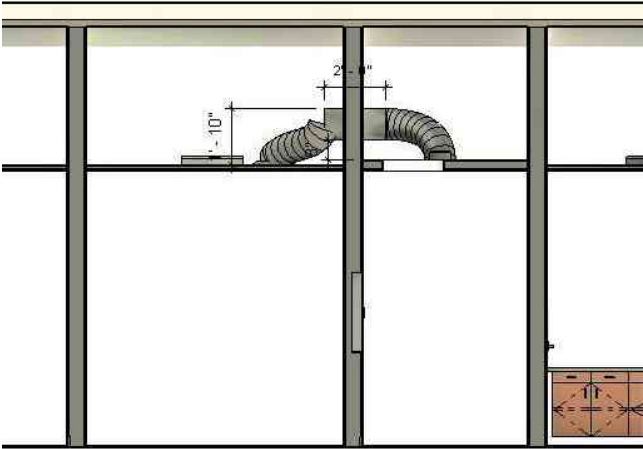
# BLDG A HEALTH OFFICE 112



BLDG A FLEX ROOM 104



BLDG C BREAKOUT ROOM 304





## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-28-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	321
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 321 - CDR 164 - RFI 396.1 Bldg B Kitchen - Hubbel Cord Reel Install Detail

Provide labor, material and equipment to box out (4) Hubble Reels with Cross T's and Clips to provide opening for post per RFI 396.1.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Southcoast Acoustical Interiors	\$	425.00	
		<b>Subtotal B: \$</b>	<b>425.00</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.5%</b>		<b>Subtotal E: \$</b>	-
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>425.00</b>

The request could potentially increase the milestones and/or contract time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2024-02-28

Print Name & Title (General Contractor)

Signature

Date



# CHANGE ORDER REQUEST

14

**Title:** Box Out Hubble Reels  
**Project Name:** Rose Ave  
**Project Address:** 220 South Driskill Street  
Oxnard, CA 93030

**COR Date:** 01/30/2024  
**SOUTHCOAST ACOUSTICAL INTERIORS Job Number:** 5051542  
**Customer Job Number:** 15650000  
**Customer Reference Number:** RFI 396.1

## Our Information

### SOUTHCOAST ACOUSTICAL INTERIORS

14980 Hilton Drive  
Fontana, CA 92336  
**Phone:** (909)-428-2600

## Customer Information

**Balfour Beatty**  
1501 Quail Street, Suite 130  
Newport Beach, CA 92660  
**Phone:** (949)-502-4000

## Description of Change Order Request

Box out 4 Hubble Reels with Cross T's, and Clips to provide opening for post.

## Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Journeyman	8	ST	\$82.71	\$661.68
<b>Hours Subtotals: ST: 8</b>			<b>Total Labor:</b>	<b>\$661.68</b>

## Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
MATERIAL	1	TOTAL	\$70.92	\$70.92
			<b>Total Material:</b>	<b>\$70.92</b>

<b>Subtotal</b>		<b>\$732.60</b>
Tax (Materials)	8.750%	\$6.21
<b>Total</b>		<b>\$738.81</b>
Subcontractor's Overhead & Profit	15.000%	\$110.82
<b>Requested Total</b>		<b>\$849.63</b>

Willing to accept half the amount... \$425

Southcoast Acoustical Interiors has accepted to the amount of \$425 per email sent on 2/22 - see next page

## Terms & Conditions

The work covered by this Change Order shall be performed under the terms and conditions of the existing contract, unless otherwise stated. Direction to proceed is required prior to commencement of work.

## Carbajal, Filbert

---

**From:** AJ Ortega <ajortega@socoast.us>  
**Sent:** Thursday, February 22, 2024 15:25  
**To:** Alamillo, Rafael  
**Cc:** Carbajal, Filbert; Garcia, Alex; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com  
**Subject:** RE: Project: OSD Rose Ave. ES - Change Order Proposal Responded to and Closed - CDR 164 / CE321 -... - CPR\_Pricing\_Review:164:kG4Z3

Please issue the COR for SAI#1, SAI#2, SAI#12 & SAI#13 and **we accept the revision to SAI#14**

If there are any other items that come up, we will handle them then.

This should be fair, we are far beyond making a profit on this project...

### AJ Ortega

**PROJECT MANAGER | SOUTHCOAST ACOUSTICAL INTERIORS, INC**

14980 HILTON DRIVE | FONTANA, CA 92336

T 909.428.2600 | F 909.428.2602 | C 909.908.5751

DBE | MBE | NAMC SoCal

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Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg B Kitchen - Hubbel Cord Reel Install Detail

<b>TO:</b>	Ruben Ruiz (Arcadis) Ruben Ruiz (Arcadis) Linda Iversen (Arcadis)	<b>FROM:</b>	Ivan Hurtado Vazquez (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	01/10/2024	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING B	<b>DUE DATE:</b>	01/17/2024
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	TBD
<b>COST IMPACT:</b>	TBD	<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

TBD

Refer to CDR 90.  
There should no additional cost impact.

TBD

There should be no schedule impact

### Question from Ivan Hurtado Vazquez (Balfour Beatty) at 03:38 PM on 01/10/2024

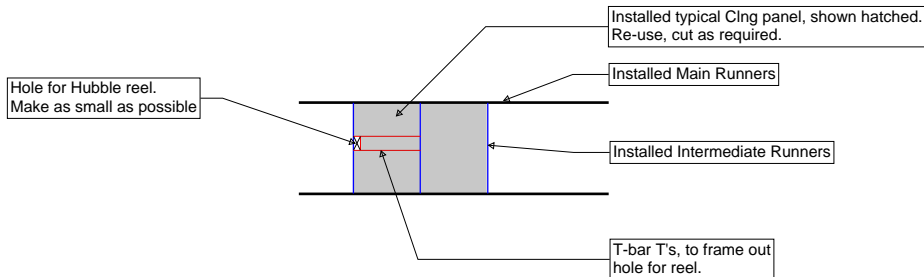
Per the previous RFI 396 response regarding a 2" escutcheon, a 2" escutcheon that was compatible with the bubble reel system could not be identified. To help resolve the question regarding how to trim out the penetration for the Hubble reel cord coming through the ceiling, we have discussed and agreed on utilizing t-bar T's. Ribbits will be used at the intersections adjacent to the penetration to secure the Ts from movement. Please advise if the installation method is acceptable.

Awaiting an Official Response

### All Replies:

Per recent discussion in OAC and RFI meetings, the installation is acceptable.  
 Minimize size of hole through ceiling time as much as possible.  
 See below, for intent.

Ruben R.  
 01/25/2024  
 Arcadis



BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_



Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 166  
 Date: 2-22-2024

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event 242 - CDR 166 - Added "Admin" Signage</p> <p>Provide labor, materials and equipment for an additional "ADMINISTRATION" sign at the exterior door along the east aide of Bldg A per Submittal 10 14 00-6.1.</p>	<p>\$ 88.11</p>
---	-----------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Flamilla      By: [Signature]      By: \_\_\_\_\_

Date: 2024-02-22      Date: 03/11/2024      Date: \_\_\_\_\_

OWNER - Oxnard School District      By: \_\_\_\_\_      Date: \_\_\_\_\_

# CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-22-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	242
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

Description of Work:

Ref. Cost Event 242 - CDR 166 - Added "Admin" Signage

Provide labor, materials and equipment for an additional "ADMINISTRATION" sign at the exterior door along the east aide of Bldg A per Submittal 10 14 00-6.1.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
FASTSIGNS	\$	88.11	
		<b>Subtotal B: \$</b>	<b>88.11</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.5%</b>		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>88.11</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty		2024-02-22
Print Name & Title (General Contractor)	Signature	Date



2339 N. Oxnard Blvd.  
 Oxnard, CA 93036  
 (805) 278-7800

# ESTIMATE

## EST-12560

fastsigns.com/2034

Payment Terms: Net 30

Created Date: 02/21/2024

**DESCRIPTION:** Rose Ave. ES Additional room sign

<b>Bill To:</b> BALFOUR BEATTY 300 E. Esplanade Drive, #1120 Oxnard, CA 93036 US	<b>Installed:</b> BALFOUR BEATTY 220 South Driskill St. Oxnard, CA 93030 US
--	--

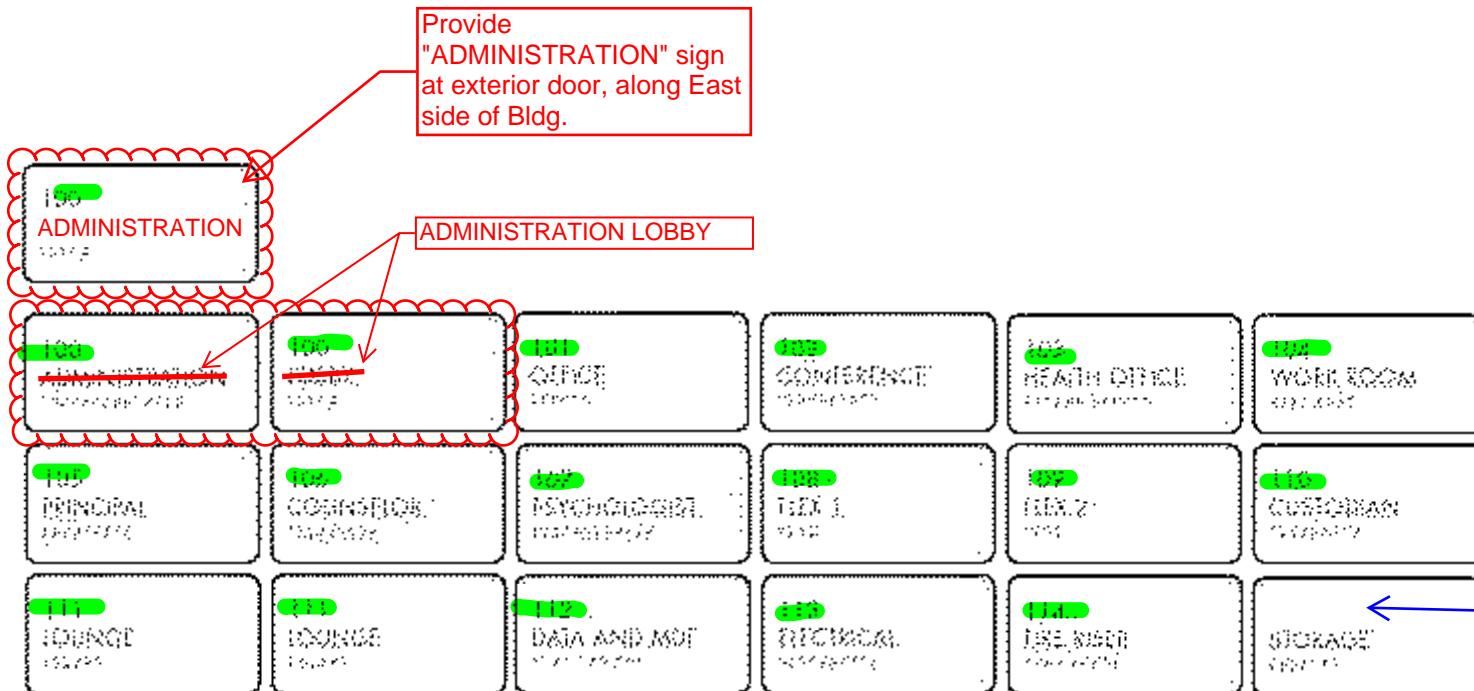
**Requested By:** Rafael Alamillo  
 Email: ralamillo@balfourbeattyus.com  
 Work Phone: (805) 983-1558  
 Cell Phone: (805) 208-7462

**Salesperson:** Saurabh Bajaj  
 Entered By: Saurabh Bajaj

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	Room ADA Sign 8" x 4" x 0.25"	1	\$82.40	\$61.69	\$82.40
	8"w x 4"h, 1/4" thick Photopolymer signs that are top painted in a custom color with radius corners and holes in each corner.				
1.1	Specialty - Product -				
	Part Qty: 1 Sides: 1				
				<b>Subtotal:</b>	\$82.40
				<b>Taxable Amount:</b>	\$61.69
				<b>Taxes:</b>	\$5.71
				<b>Grand Total:</b>	\$88.11

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

Date: \_\_\_\_\_



~~BLDG A~~  
**BUILDING 100**

## **AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Rose Avenue Elementary School Reconstruction ("Project") for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

### AMENDMENT

The Parties agree to revise the following language to SECTION 1 of the Agreement:

**H. Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents (\$1,695,042.00)**, and, (2) Sublease Payments in the amount of **\$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

The Parties agree to add the following language to SECTION 5 of the Agreement:

### **SECTION 12. PERSONNEL ASSIGNMENT**

A. Contractor shall assign Leon Cavallo as Project Manager/Superintendent for the Project. So long as Leon Cavallo 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.

**APPROVED:**

**Balfour Beatty Construction, LLC:**



*Signature*

Brian H. Cahill President, California Division  
*Typed Name/Title*

09/28/2021  
*Date*

**OXNARD SCHOOL DISTRICT:**



*Signature*

Lisa A. Franz, Director, Purchasing  
*Typed Name/Title*

10-7-2021  
*Date*

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

**EXHIBIT A**

Scope of Work

**DRAWINGS**

Plan Sheets Prepared by IBI Architects, Architects Project No 109990, DSA No 03-119284, DSA Approval July 10, 2019

**PROJECT DESCRIPTION**

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1**, (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2**, (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**.

**Contract Documents Listed**

**1. Specifications**

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements



01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification

23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

## 2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
GENERAL	G1100A	BUILDING A - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100B	BUILDING B - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100C	BUILDING C - CODE ANALYSIS FIRST FLOOR PLAN
GENERAL	G1101C	BUILDING C - CODE ANALYSIS SECOND FLOOR PLAN
GENERAL	G1200	LIFE AND SAFETY
CIVIL	C101	TITLE SHEET AND GENERAL NOTES
CIVIL	C201	TYPICAL DETAILS
CIVIL	C202	TYPICAL DETAILS
CIVIL	C203	TYPICAL DETAILS
CIVIL	C301	DEMOLITION PLAN
CIVIL	C302	DEMOLITION PLAN
CIVIL	C400	OVERALL SITE
CIVIL	C401	GRADING PLAN
CIVIL	C402	GRADING PLAN
CIVIL	C403	GRADING PLAN
CIVIL	C404	GRADING PLAN
CIVIL	C405	GRADING PLAN
CIVIL	C406	GRADING PLAN
CIVIL	C407	GRADING PLAN
CIVIL	C408	GRADING PLAN
CIVIL	C409	GRADING PLAN
CIVIL	C501	GRADING PLAN
CIVIL	C502	UTILITY PLAN
CIVIL	C601	UTILITY PLAN
LANDSCAPE	L1.01	EROSION GONTROL PLAN
LANDSCAPE	L1.02	LANDSCAPE CONSTRUCTION PLAN
LANDSCAPE	L1.03	PLANTING PLAN
LANDSCAPE	L2.01	PLANTING PLAN
LANDSCAPE	L2.02	IRRIGATION PLAN
LANDSCAPE	L3.01	IRRIGATION PLAN
LANDSCAPE	L3.02	LANDSCAPE DETAILS
ARCHITECTURAL	A1100	LANDSCAPE DETAILS
ARCHITECTURAL	A1201	OVERALL SITE PLAN
ARCHITECTURAL	A1202	SITE ENLARGED PLAN - NORTH-EAST
ARCHITECTURAL	A1203	SITE ENLARGED PLAN - SOUTH-EAST
ARCHITECTURAL	A1204	SITE ENLARGED PLAN - SOUTH-WEST
ARCHITECTURAL	A1301	SITE ENLARGED PLAN - NORTH-WEST

ARCHITECTURAL	A1302	ENLARGED SERVICE YARDS ENLARGED PLAYGROUNDS
ARCHITECTURAL	A1303	ENLARGED SERVICE YARDS AND CANOPY
ARCHITECTURAL	A2310A	BUILDING A - FLOOR PLANS AND ENLARGED PLANS
ARCHITECTURAL	A2311A	BUILDING A - FLOOR FINISH PLAN
ARCHITECTURAL	A2710A	BUILDING A - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810A	BUILDING A - ROOF PLAN
ARCHITECTURAL	A3001A	BUILDING A - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001A	BUILDING A - SECTIONS
ARCHITECTURAL	A4010A	BUILDING A - WALL SECTIONS
ARCHITECTURAL	A6010A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6013A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A9101A	BUILDING A - ROOM FINISH, DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310B	BUILDING B - FLOOR PLAN
ARCHITECTURAL	A2311B	BUILDING B - DIMENSION FLOOR PLAN
ARCHITECTURAL	A2312B	BUILDING B - FLOOR FINISH PLAN
ARCHITECTURAL	A2710B	BUILDING B - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810B	BUILDING B - ROOF PLAN
ARCHITECTURAL	A3001B	BUILDING B - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001B	BUILDING B - SECTIONS
ARCHITECTURAL	A4010B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A4011B	BUILDING B - WALL SECTIONS
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FOOD SERVICES	FS-803B	EQUIPMENT SECTIONS

3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings

- A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.
- B. 2003-03-24 Interim Portables, 16 pages.
- C. 2006-12-21 MA Mod Record, 92 pages.
- D. 2009-09 FA Drawings Non-DSA, 10 pages.
- E. Rose ES Drawings\_Health Department II-20190515, 70 pages.
- F. Rose ES Health Department Permit to construct, 6 pages.
- G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports

- A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.
- B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.
- C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.
- D. CTE Rose Elementary School Geotech Report\_r1 2017-11-27, 218 pages.
- E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.
- F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches

- A. SK-1 Daktronics GS6 Elevation, 9 pages.
- B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.
- C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.

- D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.
  - E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.
  - F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.
7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.
8. Logistics Plan & Safety Plan
- A. Rose Ave ES Hardscape Phasing Plan, 1 page.
  - B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.
  - C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.
  - D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.
  - E. Rose Ave ES Safety Plan, 1 page.
  - F. Rose Ave ES Stair Tower Logistics Plan, 1 page.
9. Addenda
- A. Addendum 1A 2021-06-16, 77 pages.
  - B. Addendum 1B 2021-06-16, 75 pages.
  - C. Addendum 1C 2021-06-16, 54 pages.
  - D. Addendum 2 2021-06-24, 93 pages.
  - E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.



**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**  
**EXHIBIT B**

See Site Lease Agreement #17-159 previously executed on November 17, 2017

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

## **SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.
- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

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to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
  
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
  
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
  
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
  
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
  
- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
  
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

## **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

## **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

## **SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

**SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

#### **SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

#### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

#### **SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

### **SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking



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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

## **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

**SECTION 11. NOT USED**

**SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign \_\_\_\_\_ as Project Manager/Superintendent for the Project. So long as \_\_\_\_\_ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

**SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

**SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

**SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

**SECTION 17. USE OF PREMISES**

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Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

### **SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

## **SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

## **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

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be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

### **SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

### **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

### **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC  
10620 Treena St., Suite 300  
San Diego, CA 92131  
Attn: Dennis Kuykendall

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attn: Dr. Cesar Morales, Superintendent



With a copy to Nitasha Sawhney,  
Garcia Hernandez Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
1901 South Victoria Avenue, Suite 106  
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

#### **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

#### **SECTION 27. HEADINGS**

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

#### **SECTION 28. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

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they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

**SECTION 31. SEVERABILITY**

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

## EXHIBIT B

### Oxnard School District – Rose Avenue Elementary School Reconstruction

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

## 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

## 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

## #17-158

review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

#### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

#### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

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of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.


### 7. Schedule for Pre-Construction Services.

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
  
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

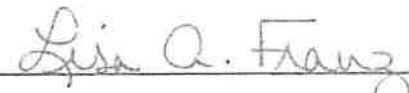
CONTRACTOR

Balfour Beatty Construction, LLC  
10620 Trenea St., Suite 300  
San Diego, CA 92131

By:   
Name/Title: Brian Cahill, President, California Division  
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, CA 93030

By:   
Name/Title: Lisa A. Franz, Director, Purchasing  
Date: 11-7-17

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

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

**Ratification of Allocations of Contract Contingency #11 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

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The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), (2) Sublease Payments in the amount of \$173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Contractor Contingency Allowance is in the amount of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying document list all the account draws approved to date for the Contractor Contingency.

Fund activity is as follows:

Contractor Contingency Allocation Approval: This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00). There have been allocations totaling Three Hundred Twenty-Two Thousand One Hundred Thirty-Nine Dollars and Forty-Nine Cents (\$322,139.49) leaving a fund balance of Four Hundred Seventy-Five



Thousand Five Hundred Twenty-Seven Dollars and Fifty-One Cents (\$475,527.51).

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #11 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

**ADDITIONAL MATERIALS:**

**Attached:** Contractor Contingency Allocation #11 (2 Pages)

CDR 90 R1 - CE 180 (10 Pages)

CDR 94 R1 - CE 136 (23 Pages)

CDR 109 R2 - CE 191 (10 Pages)

CDR 113 R1 - CE 213 (11 Pages)

CDR 126 - CE 134 (10 pages)

CDR 136 R1 - CE 259 (9 Pages)

CDR 137 R1 - CE 274 (14 Pages)

CDR 141 R1 - CE 280 (9 Pages)

CDR 156 R1 - CE 307 - (4 Pages)

CDR 159 - CE 317 (10 Pages)

CDR 161 R1 - CE 320 (8 Pages)

Amendment #001 (21 pages)

Agreement #17-158, Balfour Beatty Construction LLC (22 Pages)



# CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: 04/17/2024

Contractor Contingency Approval NO. 11

PROJECT: Rose Ave. ES K-5 Reconstruction  
O.S.D. BID No. N/A  
O.S.D. Agreement No. 17-158

OWNER: Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

ARCHITECT: IBI/Arcadis  
537 South Broadway  
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC  
13520 Evening Creek Dr. North #270  
San Diego CA 92128

Architects Proj. No.: 109990  
D.S.A. File No.: 56-22  
D.S.A. App. No.: 03-119284

Attn: Dennis Kuykendall

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM PER GMP.....	\$ 797,667.00
NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS.....	\$ (274,825.26)
ADJUSTED CONTINGENCY SUM.....	\$ 522,841.74
NET CHANGE – ALLOCATION #11.....	\$ (47,314.23)
Total Allocations to Date: .....	\$ (322,139.49)
ADJUSTED CONTINGENCY SUM THROUGH NO #11.....	\$ 475,527.51

Commencement Date: .....November 1, 2021  
Original Completion Date: .....October 5, 2023  
Original Contract Time: .....705 Calendar Days  
Time Extension for all Previous Change Orders: .....97 Days  
Time Extension for this Change Order: .....0 Days  
Adjusted Completion Date: .....January 12, 2024

Total Contractor Contingency Allocation Approval No. 11 ..... \$ 47,314.23

**APPROVAL (REQUIRED):**

**BOARD APPROVAL**

**DATE:** \_\_\_\_\_

Item	Description	Additional Cost related to Bid/Buyout	Conflicts Discrepancies or Errors in Documents	Additional Work Required by IOR or Other Agency not in Plans	Other Item Agreed to by District and Contractor
1.	CDR #90R1 – Installation of Hubbell Cord Reels				\$925
2.	CDR #141R1 – Additional fencing to secure teacher’s parking lot				\$1,604.48
3.	CDR #113 R1 – Add C-channel to exterior walkway per CCD 20				\$2,130.67
4.	CDR #161 R1 – Add door pulls at Media Center				\$721.00
5.	CDR #109R2 – Provide 31 trim frames around HVAC louvers				\$2,519.86
6.	CDR #159 – Install sheet metal flashing at conduit and pipe penetrations				\$4,294.54
7.	CDR #156 R1 – Extended SWPPP inspections thru June 2024			\$40,388.46	
8.	CDR #137R1 – Extend guard rail to close gap on Bldg C exterior wall				\$2,748.81
9.	CDR #136R1 – Paint exterior canopy downspouts				\$1,440.63
10.	CDR #94R1 - Remove fire dampers from fan coil closets in Bldg C			(17,792.71)	
11.	CDR #126 – Bldg B stucco repair and control joint installation				\$8,333.49
	<b>Totals</b>			<b>\$22,595.75</b>	<b>\$24,718.48</b>

**ASST. SUPT./PURCHASING DIRECTOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

**PROJECT:** Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

**Contingency Request #:** 090 R1  
**Date:** 3-1-2024

**TO:** Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #180 / CDR 090 R1 - RFI 396 Bldg B Hubbel Cord Reel Install Detail  Provide labor, equipment and materials to install (4) Hubbel cord reels in Bldg B Kitchen per RFI 396.	\$ 925.00
--	-----------

- Taft's cost of \$746.20 was removed.  
 - The plates were procured and delivered per RFI 396.

- The cost of this work will be drawn from Contingency
- The cost of this work will be drawn from Project

As point of clarification, the plates were procured, but not fabricated or installed as directed.  
 BBC proceeded to install Unistruts in lieu of modifying the plates to fit the existing conditions.  
 Arcadis will accept the cost in order to move forward with this CDR.

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

<b>CONTRACTOR</b> Balfour Beatty	<b>ARCHITECT</b> IBI Group	<b>PROGRAM MANAGER</b> CFW Group, Inc.
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By: Rafael Flamills      By: [Signature]      By: \_\_\_\_\_  
 Date: 3/1/24      Date: 03/07/2024      Date: \_\_\_\_\_

OWNER - Oxnard School District      By: \_\_\_\_\_      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	3-1-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	180
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a


**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #180 / CDR 090 R1 - RFI 396 Bldg B Hubbel Cord Reel Install Detail  Provide labor, equipment and materials to install (4) Hubbel cord reels in Bldg B Kitchen per RFI 396.			
<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>		\$	-
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Ironman	\$	924.85	
		<b>Subtotal B: \$</b>	<b>924.85</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	0%
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>925.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 \_\_\_\_\_  
 Print Name & Title (General Contractor)



2024-03-01  
 \_\_\_\_\_  
 Signature Date

**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

**PROJECT:** Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

**Contingency Request #:** 090  
**Date:** 7-28-2023

**TO:** Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #180 / CDR 090 - RFI 396 Bldg B Hubbel Cord Reel Install Detail  Provide labor, equipment and materials to install (4) Hubbel cord reels in Bldg B Kitchen per RFI 396.	\$ <span style="border: 1px solid red; padding: 2px;">1,816.05</span> <span style="border: 1px solid red; padding: 2px; display: block; text-align: center;">See remarks</span>
---	--

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

<b>CONTRACTOR</b> Balfour Beatty	<b>ARCHITECT</b> IBI Group	<b>PROGRAM MANAGER</b> CFW Group, Inc.
By: <u><i>Rafael Flamills</i></u> Date: <u>7/28/23</u>	By : _____ Date: _____	By: _____ Date: _____
<b>OWNER - Oxnard School District</b>		
By : _____		Date: _____

# CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	7-28-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	180
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**  
 Ref. Cost Event #180 / CDR 090 - RFI 396 Bldg B Hubbel Cord Reel Install Detail  
 Provide labor, equipment and materials to install (4) Hubbel cord reels in Bldg B Kitchen per RFI 396.

Set-Up and Demobilization should be part of original scope, as the installation is still at the ceiling level

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Ironman	\$	924.85	
Taft (Labor)			
2 hrs. Setup			
4 hr. Installation to deck at approx. 15 ft high ceiling			
2 hr. Demobilization			
Total: 8 hrs x \$92.65	\$	741.20	
Taft (Materials & Equipment)	\$	150.00	
		<b>Subtotal B: \$</b>	<b>1,816.05</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b> * N/A for Contingency Draw Requests			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	0%
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>1,816.05</b>

This is for new installation. How many hours were determined to be part of original scope. Do we get credit for those hours?

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2023-07-28

Print Name & Title (General Contractor)

Signature

Date





[MAIN PAGE](#)

Steel Plate - 14GA x 20" x 20"

Delivery

Why 20" x 20"?  
Detail calls out for 8" wide plate to span over two flutes.

QTY	SHOP	FIELD	TOTAL Costs
4	\$135.00	\$0.00	\$540.00
1	\$0.00	\$250.00	\$250.00
			\$790.00

\$250 to deliver (4) Plates?  
This seems too high.

Balfour Beatty Construction, LLC  
13520 Evening Creek Drive North, Suite 270  
San Diego, California 92128  
Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
220 South Driskill Street  
Oxnard, California 93030

## BLDG B Hubble Cord Real Install Detail

<b>TO:</b>	Ruben Ruiz (IBI Group) Linda Iversen (IBI Group)	<b>FROM:</b>	Ivan Hurtado Vazquez (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	06/20/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING B	<b>DUE DATE:</b>	06/27/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	No	<b>SPEC SECTION:</b>	11 52 23 - Audio-Visual Equipment Supports
<b>DRAWING NUMBER:</b>	E5011RB	<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>	Tim Harris (Taft Electric Company (Ventura))		
<b>COPIES TO:</b>			

### Question from Ivan Hurtado Vazquez (Balfour Beatty) at 01:00 PM on 06/20/2023

Per plan sheet E5011RB In the building B kitchen area, there are 4 cord reels shown on the drawings. Please provide the elevations for the cord reels and details for installation. Please note in detail if the reels are to be installed above T-bar or below.

Awaiting an Official Response

### All Replies:

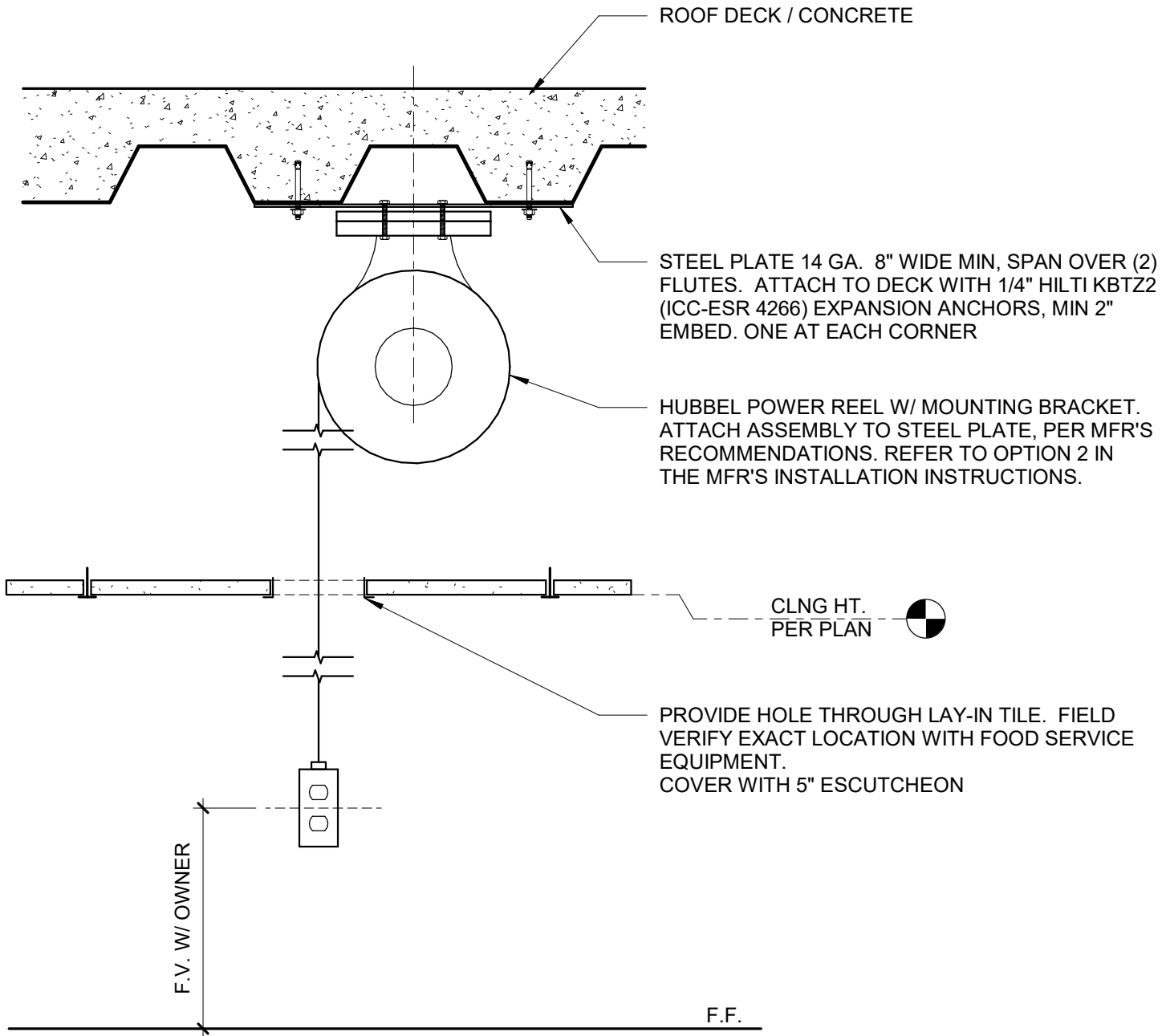
See attached RFI 396-A1, for installation to underside of roof deck.  
Refer to Mfrs' installation instructions, Option 2 for additional information not shown.

Ruben R  
Arcadis-IBI  
06/30/2023


BY

DATE

COPIES TO



① REEL ATTACHMENT  
 1 1/2" = 1'-0"

  Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 Tel: 213.769.0011 Fax: 213.769.0016	<b>BLDG B - REEL ATTACHMENT</b>			
	<b>ROSE AVENUE K-5 SCHOOL</b>			DATE 06/30/2023
	<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>RFI396 A1</b>
	PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO. RFI 396	
	DSA APP. NO. 03-119284			

# HUBBELL ELECTRIC CORD REELS

## Installation Instructions

English

### General Information

- Notice:** For installation by a qualified electrician in accordance with national and local electrical codes and the following instructions.
- CAUTION: RISK OF EXPLOSION. Not for use in Hazardous (Classified) Locations, per National Electrical Code Articles 500-516 and Canadian Electrical Code Sections 18-20.**
- CAUTION: catalog HBLxxxx SERIES to be used indoor, Dry location only.**
- Catalog HBLWxxx series have a UL type 4 rating and can be used outdoor.**
- For Commercial / Industrial Use Only.**
- CAUTION: Use copper conductors only.**
- CAUTION: RISK OF ELECTRIC SHOCK.** Disconnect power before installing. Never wire energized electrical components.
- Check that the device's type and rating are suitable for the application.
- This device is for **grounding** circuits (circuits including an equipment ground/green grounding conductor) **ONLY. DO NOT** use in **non-grounding** applications.
- Ensure that reel is properly installed before connecting to power supply.
- CAUTION:** A high-tension spring assembly is contained within the reel. **Exercise extreme caution.** If reel ceases to unwind or rewind, remove power immediately, Do not pull or jerk on electrical cable!
- Check for frayed and/or broken wires before each use. Pull electrical cable from reel by grasping the electrical cable itself, not the work device. If an electrical malfunction should occur, disconnect power from reel immediately.

### INSTRUCTIONS

- Unpack and inspect reel for shipping damage. Turn reel by hand to check for smooth operation.
- Configure reel for side electrical cable dispensing (Fig. 1, "A") or top electrical cable dispensing (Fig. 2, "B") by removing (2) screws "C". Determine new guide arm location. Position Guide Arm to reel and secure it with (2) screws "C".
- For HBLxxxx series, go to step 4. For HBLWxxx series, install the power input cord:
  - Remove junction box cover "E" by loosening (3) 1/4-20 screws "F" (Fig. 1) with 3/16" Hex key, reserve gaskets "G" and water plug "R" for reuse, DO NOT remove (3) water plug "U" capping on (3) screw bosses.
  - Connect customer Supplied Cord "J" individual conductors to slip ring wire leads with listed / certified wire connectors. DO NOT TIN CONDUCTORS.
- Notice:** Cord should be 90°C Type SOW-A water resistant or Type SOW (Canada) Cable (customer supplied) with the same size as the output cord (provided) in the spool.
  - Install a listed / certified UL Type 4 3/4-14 NPT fitting "H" (customer supplied) to the junction box cover "E".
  - Put the gasket "G" back on the junction box, make sure the water plugs "U" capping on (3) screw bosses, secure the cover "E" back to the junction box with (3) screw "F" and water plug "R" (Fig. 2), torque 15-20 lb•in [ 1.7-2.3 N•m]
- Refer to SERVICING INSTRUCTIONS and MOUNTINGS to install the reel.
- Turn on power to reel for usage.

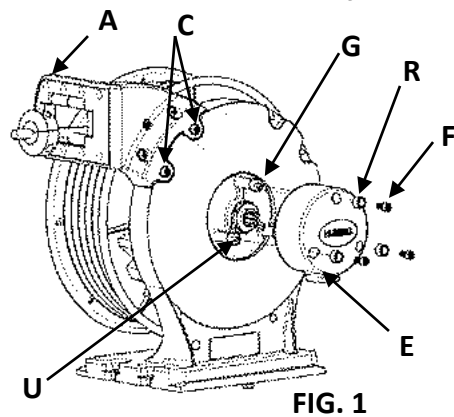


FIG. 1

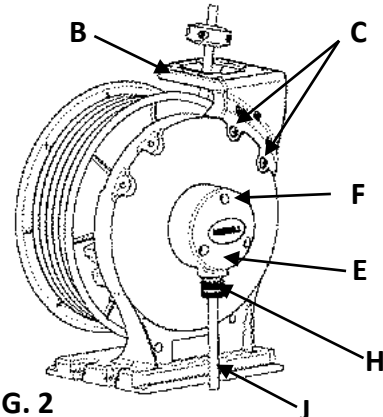


FIG. 2

Wiring Device-Kellems  
Hubbell Incorporated (Delaware)  
Shelton, CT 06484  
1-800-288-6000  
www.hubbell-wiring.com

# ENROULEURS DE CÂBLE ÉLECTRIQUE HUBBELL

## Directives de montage

Français

### RENSEIGNEMENTS GÉNÉRAUX

- AVIS** - Doit être installé par un électricien qualifié conformément aux codes de l'électricité nationaux et locaux et selon les directives suivantes.
- ATTENTION - RISQUE D'EXPLOSION. Ne convient pas aux endroits dangereux (aires délimitées) selon le Code canadien de l'électricité, sections 18 à 20.**
- ATTENTION - Utiliser la série HBLxxxx à l'intérieur, dans des endroits secs seulement.**
- La série HBLWxxx est homologuée UL type 4 et peut être utilisée à l'extérieur.**
- Pour usage commercial ou industriel seulement.**
- ATTENTION - EMPLOYER UNIQUEMENT DES CONDUCTEURS EN CUIVRE**
- ATTENTION - RISQUE DE CHOC ÉLECTRIQUE.** Débrancher le circuit avant de procéder au montage. Ne jamais câbler des composants électriques dans un circuit sous tension.
- S'assurer que le type et les caractéristiques nominales de ce dispositif conviennent à l'application.
- Ce dispositif est **SEULEMENT** destiné aux circuits **avec mise à la terre** (circuits comprenant un conducteur vert de mise à la terre de l'appareillage). **NE PAS** l'utiliser dans les applications **sans mise à la terre**.
- S'assurer que l'enrouleur est installé convenablement avant de le raccorder à l'alimentation électrique.
- ATTENTION - L'enrouleur renferme un ensemble à ressort à tension élevée. Être extrêmement prudent.** Si l'enrouleur cesse de se dérouler ou de s'enrouler, couper l'alimentation immédiatement. Ne pas tirer sur le câble électrique ou exercer des secousses!
- S'assurer que les fils ne sont pas effilochés ou cassés avant chaque utilisation. Dérouler le câble de l'enrouleur en empoignant directement le câble électrique et non le dispositif qui s'y trouve raccordé. En cas de mauvais fonctionnement électrique, couper l'alimentation de l'enrouleur immédiatement.

### MONTAGE

- Déballer et inspecter l'enrouleur pour y déceler tout dommage causé pendant le transport. Faire tourner à la main pour en vérifier le bon fonctionnement.
- Configurer l'enrouleur en prévision d'une sortie latérale (Fig. 1, "A") ou par le haut (Fig. 2, "B") du câble électrique en enlevant les (2) vis "C". Déterminer la position du guide. Fixer le support guide à l'enrouleur et remettre les (2) vis "C".
- En ce qui concerne la série HBLxxxx, passer à l'étape 4. Quant à la série HBLWxxx, monter le cordon d'alimentation:
  - Retirer le couvercle "E" de la boîte de jonction en desserrant les (3) vis 1/4-20 "F" (Fig. 1) au moyen d'une clé hexagonale de 3/16 po, conserver les joints d'étanchéité "G" et le bouchon d'eau "R" pour usage ultérieur. **NE PAS** retirer les capuchons des (3) bouchons d'eau "U" des (3) bossages de vis.
  - Raccorder les conducteurs individuels du cordon "J" fourni par le client aux conducteurs de la bague collectrice au moyen de raccords électriques homologués. **NE PAS ÉTAMER LES CONDUCTEURS.**
- AVIS** - Le cordon doit être du type SOW-A 90°C résistant à l'eau ou du type SOW (Canada) (fourni par le client) et de même calibre que le cordon de sortie (fourni) du tambour.
- Fixer un raccord "H" de type 4 3/4-14 NPT homologué UL (fourni par le client) sur le couvercle "E" de la boîte de jonction.
- Remettre en place le joint d'étanchéité "G" sur la boîte de jonction, les capuchons des (3) bouchons d'eau "U" sur les (3) bossages de vis, fixer le couvercle "E" à la boîte de jonction avec les (3) vis "F" et le bouchon d'eau "R" (Fig. 2), serrer à un couple de 1,7-2,3 N•m.
- Consulter les DIRECTIVES DE MAINTENANCE et de MONTAGE pour installer l'enrouleur.
- Mettre l'enrouleur sous tension en vue de son utilisation.

### DIRECTIVES DE MAINTENANCE

- AVIS** - Seul un électricien qualifié est habilité à effectuer la maintenance. La maintenance de l'enrouleur consiste à cerner le problème au niveau de l'alimentation, de l'enrouleur ou du matériel utilisé. Signaler tout autre problème seulement à une personne autorisée à effectuer la maintenance ou directement à Hubbell.
- AVIS** - Au besoin, remplacer les prises par d'autres prises ayant des valeurs nominales équivalentes.
- AVIS** - Au besoin, remplacer les baladeuses fluorescentes ou à incandescence par des articles strictement identiques.
- ATTENTION - Les enrouleurs munis d'un tube fluorescent ont un ballast intégré au cordon d'alimentation et doivent être utilisés seulement avec la baladeuse fournie. Ne pas remplacer par une baladeuse différente ou un connecteur.**

### MONTAGE

- AVIS** - Hauteur maximale d'installation : 7,62 m. Ne pas excéder cette dimension.
- AVIS** - Lorsque l'enrouleur alimente une machine, s'assurer que cette dernière se trouve le plus près possible de l'enrouleur.
- ATTENTION** - Dans le cas d'un montage en hauteur, recommander une chaîne de sécurité (non comprise) entre la base de l'enrouleur, le trou "T" (Fig. 3) et la surface du plafond pour prévenir une chute accidentelle.
- Déterminer où monter le dispositif, s'assurer que la ligne médiane du tambour s'aligne avec le câble.
  - Fixer l'enrouleur :
    - Option 1. Fixer solidement l'enrouleur au sol, au mur ou au plafond à l'aide de quatre boulons "K" (fournis par le client, boulons ¼ recommandés). (Fig. 3)

# CARRETES DE CABLE ELÉCTRICO DE HUBBELL

## Instrucciones de instalación

Español

### INFORMACIÓN GENERAL

- AVISO** - Para ser instalado por un electricista calificado, de acuerdo con los códigos eléctricos nacionales y locales, y siguiendo estas instrucciones.
- PRECAUCIÓN: RIESGO DE EXPLOSIÓN. No para uso en ubicaciones peligrosas (clasificadas), por el Código Eléctrico Nacional artículos 500-516 y código eléctrico canadiense secciones 18-20 y la NOM-001-SEDE artículos 500-516.**
- PRECAUCIÓN: Catálogo SERIE HBLxxxx que se utiliza sólo en interiores, en seco.**
- Catálogo SERIE HBLWxxx tiene un grado tipo 4 de UL y se puede utilizar al aire libre.**
- Para uso Comercial/Industrial solamente.**
- CAUTION: UTILIZAR SOLAMENTE CONDUCTORES DE COBRE.**
- PRECAUCIÓN: RIESGO DE DESCARGA ELÉCTRICA.** Desconecte la alimentación eléctrica antes de instalar. Nunca conecte componentes eléctricos energizados.
- Asegurarse de que el tipo y las características nominales del dispositivo sean apropiados para la aplicación.
- Este dispositivo es para circuitos **Aterrizados** incluyendo equipo de tierra/conductor de tierra verde **UNICAMENTE. NO SE USE** en aplicaciones sin conexión a tierra.
- Asegúrese de que el carrete esté correctamente instalado antes de conectarlo a la fuente de alimentación.
- PRECAUCIÓN** Un conjunto de resorte de alta tensión está contenido dentro del carrete. **Tenga sumo cuidado.** Si el carrete deja de desenrollarse o rebobinar, retire la energía inmediatamente. ¡No jale o sacuda el cable eléctrico!
- Verifique que no haya cables deshilachados y/o rotos antes de cada uso. Jale el cable eléctrico del carrete agarrando el cable eléctrico en sí, no el dispositivo de trabajo. Si ocurriera un mal funcionamiento eléctrico, desconecte inmediatamente la alimentación del carrete.

### INSTALACIÓN

- Desempaque e inspeccione el carrete para comprobar si hay daños. Gire el carrete a mano para comprobar su libertad.
- Configure el carrete para el suministro de cable eléctrico lateral (Fig. 1, "A") o el suministro del cable eléctrico superior (Fig. 2, "B") Removiendo los (2) tornillos "C". Determine la nueva ubicación del brazo guía. Coloque el brazo guía en el carrete y asegúrelo con los (2) tornillos "C".
- Para la serie HBLxxxx, vaya al paso 4. Para la serie HBLWxxx, instalación del cable de entrada de alimentación:
  - Retire la tapa de la caja de empalmes "E" aflojando los (3) tornillos 1/4-20 "F" (Fig. 1) con una llave hexagonal de 3/16", guarde los empaques "G" y el tapón de agua "R" para reutilizarlos, no quite el tapón de agua "U" (3) que se fija con los (3) tornillos maestros.
  - Conecte los conductores individuales del cable "J" suministrados por el cliente a los conductores de alambre del anillo de deslizamiento con conectores de alambre certificados y listados. **NO ESTANAR LOS CONDUCTORES.**
- AVISO** El cordón debe tener un cable de tipo SOW-A resistente al agua o de tipo SOW (Canadá) de 90 °C (suministrado por el cliente) con el mismo tamaño que el cable de salida (provisto) en el carrete.
- Instale una conexión tipo 4 de 3/4-14 NPT listada/certificada por UL "H" (suministrada por el cliente) a la cubierta de la caja de empalme "E".
- Vuelva a colocar la empaquetadura "G" en la caja de empalmes, asegúrese de que los tapones de agua "U" terminan en los (3) tornillos maestros, fije la tapa "E" de nuevo a la caja de empalmes con (3) tornillos "F" y el tapón de agua "R" (Fig. 2), apriete a 15-20 lb • in [1.7-2.3 N • m].
- Refiérase a las INSTRUCCIONES DE SERVICIO y MONTAJE para instalar el carrete.
- Energice el carrete para su uso.

### INSTRUCCIONES DE SERVICIO.

- AVISO:** Realizar el mantenimiento solamente por un electricista calificado. El mantenimiento del carrete consiste en aislar un problema de la fuente de alimentación, al carrete o al equipo de utilización. Refiera cualquier otra discrepancia solamente a una persona de servicio autorizada o directamente a Hubbell.
- AVISO** Reemplace los tomacorrientes con dispositivos clasificados equivalentes sólo si es necesario.
- AVISO** Reemplace los portalámparas incandescentes y fluorescentes con el reemplazo exacto sólo si es necesario.
- PRECAUCIÓN: El carrete fluorescente tiene un balastro en el cable de alimentación y sólo debe utilizarse con el portalámparas suministrado. No intente reemplazar con un soporte de lámpara diferente o un conector.**
- MONTAJES.**
- AVISO** La altura máxima de instalación es de 16 pies [7,62 m]. No exceda esta distancia.
- AVISO** Si el carrete está suministrando energía a una máquina, asegúrese de que la maquinaria esté en la posición más cercana al carrete.
- PRECAUCIÓN** Si se monta sobre la cabeza, recomendar una cadena de seguridad (no incluida) entre la base del carrete a través del orificio "T" (Fig. 3) y la superficie del techo para evitar la caída accidental del carrete.



## SERVICING INSTRUCTIONS.

**NOTICE:** For servicing only by qualified electrician.

Servicing of the reel consists of isolating a problem to power supply, reel, or utilization equipment. Refer any other discrepancies only to an authorized service person or directly to Hubbell.

**NOTICE:** Replace outlets with equivalent rated devices only if needed.

**NOTICE:** Replace incandescent and fluorescent lamp holders with exact replacement only if needed.

**CAUTION:** Fluorescent reel have a ballast in the supply cord and must only be used with the supplied lamp holder. Do not attempt to replace with a different lamp holder or a connector.

## MOUNTINGS.

**NOTICE:** Maximum installation height is 25 feet [7.62 m]. Do not exceed this distance.

**NOTICE:** If reel is supplying power to a machine, insure that machinery is at position closest to reel.

**CAUTION:** If mounting overhead, recommend a safety chain (not included) between reel base through the hole "T" (Fig. 3) and ceiling surface to prevent accidental reel drop.

1. Determine the location to install the device, be sure spool centerline is aligned with cable run.

2. Secure the reel:

► Option 1. Position reel on floor, wall or ceiling. Secure into place by using four bolts "K" (customer supplied, 1/4 bolt recommended). (Fig. 3)

► Option 2. Secure reel with a mounting bracket (catalog HBLIMB, provided separately):

◆ Refer to Fig 4, mark and drill on a panel for mounting with (4) bolts "L" (customer supplied, 1/4 bolt recommended).

◆ Secure mounting bracket "M" with four bolts "L" to the panel (Fig. 5).

◆ Remove (2) bolts "V" (Fig. 5), while leaving hex nuts in slots, slide the reel in the mounting bracket "M" and secure with (2) bolts "V" and (2) bolts "W". (Fig. 6).

► Option 3. Secure reel with a 340° Pivot Base (catalog HBLI340PB, provide separately):

◆ Refer to Fig. 4, mark and drill on a panel for mounting with (4) bolts "Q" (customer supplied, 1/4 bolts recommended).

◆ Secure the pivot base "P" to the panel with (4) bolts "Q" (customer supplied, 1/4 bolts recommended). (Fig. 7)

◆ Refer to Option 2 to secure the reel.

3. (FOR HBLIMBJ MODELS ONLY) Attach the (customer supplied) electrical box on to "Y" on the mounting bracket (Fig. 8) using (2) supplied #8-32 screws. Torque to 9-12 lbs.in. Wire the (customer supplied) receptacle according to installation instructions supplied with it.

## SPRING TENSION ADJUSTMENT

**CAUTION:** If machine pulls reel, move machinery to position closest to reel before adjusting spring tension. Adjusting tension with cable extended may result in damage to reel or personal injury.

**CAUTION:** A high-tension spring assembly is contained within the reel. Adjust spring tension on reel may result in personal injury, **Exercise extreme caution.**

► If necessary, adjust spring tension on reel by adding or removing wraps of electrical cable from spool, one wrap at a time, until desired tension is obtained. Add wraps to increase tension. Remove wraps to decrease tension.

► Test reel operation to achieve the desired tension.

**NOTICE:** When adding wraps of electrical cable, be careful not to exceed the winding mechanism's spring capacity. Add just enough wraps of cord to achieve the desired tension. Damage to the winding mechanism will result if spring is over-tensioned.

## CONSTANT TENSION APPLICATION

Loosen screw "S" (Fig. 3) to remove the Pawl to disengage the Ratchet Lock.

## CABLE STOP ADJUSTMENT

**Notice:** Cable stop should be located minimum of 6 inches [150mm] from work device, maximum of not allowing trip or collision hazard or damage to cable.

► Adjust cable stop by loosening (2) clamping screws and sliding it along the cable to the desired position then retightening screws.

## MAINTENANCE.

**CAUTION:** Do not attempt to remove spring from its housing. Clock-type springs can be dangerous to handle. Removal of spring from housing could result in personal injury.

► Bearings and springs are pre-lubricated and require no periodic maintenance.

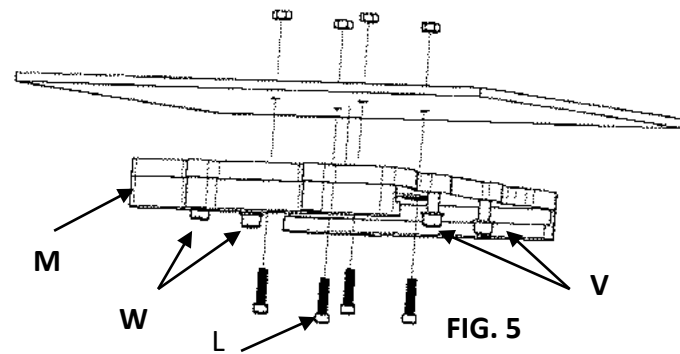


FIG. 5

English

► Option 2. Fixer l'enrouleur avec un support de montage (catalogue HBLIMB, fourni séparément) :

◆ Consulter la Fig. 4, marquer et percer un panneau aux fins de montage avec (4) boulons "L" (fournis par le client, boulons ¼ recommandés).

◆ Fixer solidement le support de montage "M" au panneau (Fig. 5) avec quatre boulons "L".

◆ Retirer (2) boulons "V" (Fig. 5), en laissant les écrous hexagonaux dans les fentes, faire glisser l'enrouleur sur le support de montage "M" et fixer avec (2) boulons "V" et (2) boulons "W". (Fig. 6).

► Option 3. Fixer l'enrouleur sur une base pivotante de 340° (catalogue HBLI340PB, fourni séparément) :

◆ Consulter la Fig. 4, marquer et percer un panneau aux fins de montage avec (4) boulons "Q" (fournis par le client, boulons ¼ recommandés).

◆ Fixer la base pivotante "P" au panneau avec (4) boulons "Q" (fournis par le client, boulons ¼ recommandés). (Fig. 7)

◆ Consulter l'Option 2 pour fixer l'enrouleur.

3. (POUR MODÈLES HBLIMBJ SEULEMENT) Fixer la boîte électrique (fournie par le client) sur le "Y" du support de montage (Fig. 8) avec les (2) vis n° 8-32 incluses. Serrer à un couple de 9-12 lb.po. Câbler la prise (fournie par le client) selon les directives de montage livrées avec cette dernière.

## RÉGLAGE DE LA TENSION DU RESSORT

**ATTENTION** - Lorsqu'une machine entraîne l'enrouleur, déplacer cette dernière le plus près possible de celui-ci avant de régler la tension du ressort. Le réglage de la tension quand le câble est déroulé peut endommager l'enrouleur ou causer des blessures corporelles.

**ATTENTION** - L'enrouleur renferme un ensemble à ressort à tension élevée. Le réglage de la tension du ressort peut causer des blessures corporelles. **Être extrêmement prudent.**

► Au besoin, régler la tension du ressort de l'enrouleur en ajoutant ou en enlevant un tour de câble à la fois jusqu'à l'obtention de la tension désirée. Ajouter un tour de câble pour augmenter la tension et enlever un pour l'effet contraire.

► Vérifier le réglage de la tension de l'enrouleur en effectuant un essai de fonctionnement.

**AVIS** - Lorsqu'on ajoute quelques tours de câble, prendre garde de ne pas dépasser la capacité du ressort du mécanisme d'enroulement. Ajouter seulement le nombre de tours pour obtenir la tension désirée. Une tension excessive du ressort endommagera le mécanisme d'enroulement.

## APPLICATION D'UNE TENSION CONSTANTE

Desserrer la vis "S" (Fig. 3) pour retirer la languette et désengager le verrou du cliquet.

## RÉGLAGE DE L'ARRÊT DU CÂBLE

**Avis** - L'arrêt de câble doit se trouver à un minimum de 15 cm à partir du dispositif raccordé, longueur maximale afin de prévenir les chutes ou les risques de collision ou les dommages au câble.

► Pour régler l'arrêt de câble, desserrer les (2) vis du serre-câble, faire glisser l'arrêt de câble à la position désirée puis resserrer les vis.

## MAINTENANCE

**ATTENTION** - Ne pas tenter de retirer le ressort du bâti. Il est dangereux de manipuler les contacteurs spiralés. Leur retrait du bâti peut causer des blessures corporelles.

► Les ressorts et les roulements sont pré-lubrifiés et ne nécessitent aucune maintenance périodique.

Français

Español

1. Determine la ubicación para instalar el dispositivo, asegúrese de que la línea central del carrete esté alineada con la carrera de cable.

2. Asegure el carrete:

► Opción 1. Coloque el carrete en el piso, la pared o el techo. Asegúrelo en su lugar usando cuatro pernos "K" (suministrados por el cliente, se recomienda perno de ¼"). (Fig. 3)

► Opción 2. Asegure el carrete con un soporte de montaje (Catálogo HBLIMB, proporcionado por separado):

◆ Refiérase a la Fig 4, marque y perforo en el panel para el montaje con (4) tornillos "L" (Suministrados por el cliente, se recomienda perno de ¼").

◆ Asegure el brazo de montaje "M" con cuatro tornillos "L" al panel (Fig. 5).

◆ Retirar (2) tornillo "V" (Fig. 5), dejando las tuercas hexagonales en las ranuras, deslice el carrete al brazo de montaje "M" y asegúrelo con (2) tornillos "V" y (2) tornillos "W". (Fig. 6).

► Opción 3. Asegure el carrete con una base de pivote de 340° (catálogo HBLI340PB, proporcionado por separado):

◆ Refiérase a la Fig. 4, marque y perforo en el panel para el montaje con (4) tornillos "Q" (Suministrados por el cliente, se recomienda perno de ¼").

◆ Asegure la Base Pivote "P" al panel con (4) tornillos "Q" (Suministrados por el cliente, se recomienda perno de ¼"). (Fig. 7)

◆ Refiérase a la Opción 2 para asegurar el carrete.

3. (SÓLO PARA MODELOS HBLIMBJ) Sujetar la caja eléctrica (Suministrada por el cliente) sobre la "Y" del soporte de montaje (Fig 8), usando los (2) tornillos #8-32 suministrados. Aplica par torsional de 9 a 12 lbs-pulg. Conecte el receptáculo (suministrado por el cliente) de acuerdo a las instrucciones de instalación suministradas.

## AJUSTE DE LA TENSION DEL RESORTE

**PRECAUCIÓN:** Si la máquina tira del carrete, mueva la maquinaria a la posición más cercana al carrete antes de ajustar la tensión del resorte. El ajuste de la tensión con el cable extendido puede provocar daños en el carrete o lesiones personales.

**PRECAUCIÓN** Un conjunto de resorte de alta tensión está contenido dentro del carrete. Ajustar la tensión del carrete puede resultar en lesiones personales, **Tenga sumo cuidado.**

► Si es necesario, ajuste la tensión del carrete añadiendo o quitando los envoltentes del cable eléctrico del carrete, una envoltura a la vez, hasta obtener la tensión deseada. Añada envolturas para aumentar la tensión. Retire envolturas para disminuir la tensión.

► Operación del carrete de prueba para alcanzar la tensión deseada.

**AVISO:** Cuando añada envolturas al cable eléctrico, tenga cuidado de no exceder la capacidad del mecanismo de bobinado. Añada envolturas de cable suficientes para lograr la tensión deseada. Si el carrete está sobre-tensado, se producirán daños en el mecanismo de bobinado.

## APLICACIÓN DE TENSION CONSTANTE

Afloje el tornillo "S" (Fig. 3) para retirar la guía para desenganchar el bloqueo del trinquete.

## AJUSTE DEL TOPE DEL CABLE

**AVISO:** El tope del cable debe situarse a una distancia mínima de 6 pulgadas [150 mm] del dispositivo de trabajo, el máximo para no permitir el riesgo de tropezar o colisionar o dañar el cable.

► Ajuste el tope del cable aflojando los (2) tornillos de seguro y deslizando a lo largo del cable hasta la posición deseada y, a continuación, vuelva a apretar los tornillos.

## MANTENIMIENTO.

**PRECAUCIÓN:** No intente quitar el resorte de su alojamiento. Los resortes tipo reloj pueden ser peligrosos de manejar. La retirada del resorte de la carcasa podría resultar en lesiones personales.

► Los cojinetes y resortes están pre-lubricados y no requieren mantenimiento periódico.

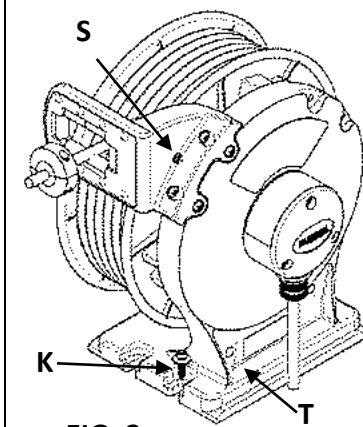


FIG. 3

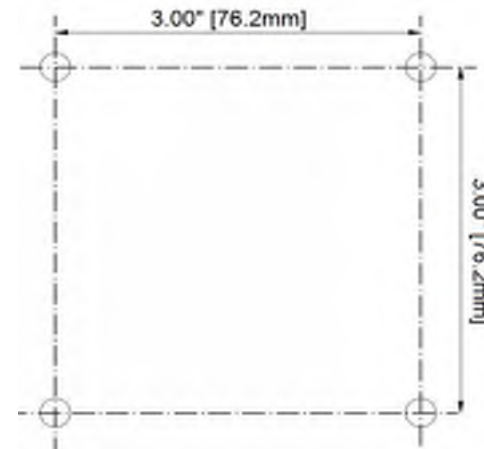


FIG. 4

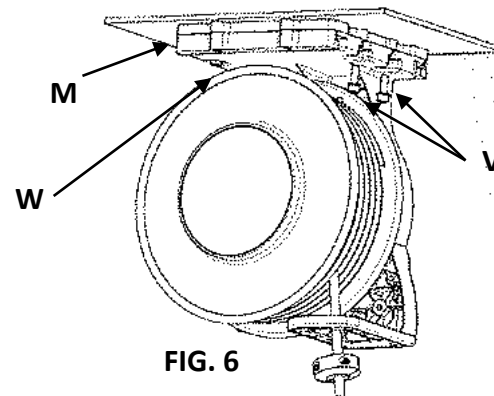


FIG. 6

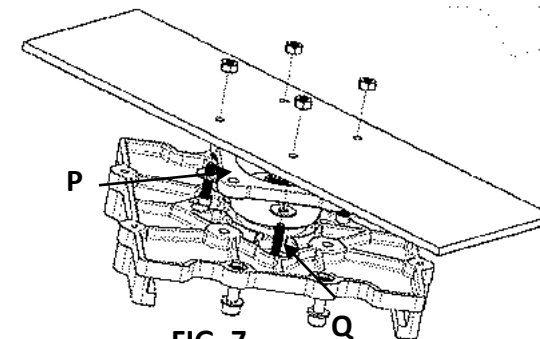


FIG. 7

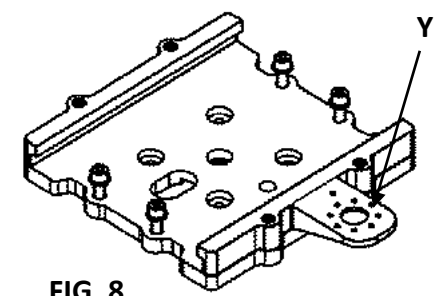


FIG. 8

Hubbell Products México, S. de R.L. de C.V. garantiza este producto, de estar libre de defectos en materiales y mano de obra por un año a partir de su compra. Hubbell reparará o reemplazará el artículo a su criterio juicio en un plazo no mayor de 90 días.

Esta garantía no cubre desgastes por uso normal y no será válida en los siguientes casos

- Cuando el producto se hubiese utilizado en condiciones distintas a las normales.
- Cuando el producto no hubiese sido operado de acuerdo con el instructivo de uso que se le acompaña
- Cuando el producto hubiese sido alterado o reparado por personas no autorizadas por el importador responsable.

El vendedor no otorga otras garantías y excluye expresamente daños incidentales o consecuenciales inherentes a su uso. Para hacer efectiva la garantía bastara la presentación del producto, acompañado de la póliza correspondiente, debidamente sellada por el establecimiento que lo vendió o bien la factura, recibo o comprobante.

Modelo: \_\_\_\_\_ Marca: \_\_\_\_\_ Fecha de compra: \_\_\_\_\_

Importado por HUBBELL PRODUCTS MÉXICO S. DE R.L. DE C.V.  
Calle 5 Sur # 104, Parque industrial Toluca 2000, Toluca Edo de México. C.P. 50200  
Tel.:(722) 980 0600

Toluca, Edo MexicoMexico Tel. (55)9151-9999



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	12-15-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	136
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #136 / CDR 094 R1 - ASI #08 , RFI # 040, RFI 83.1- Fire Damper Deletion

Provide labor, equipment and materials to remove fire dampers from the fan coil closets in Building C per ASI 8, RFI 40 and RFI 83.1.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Smith MEP	\$	(17,792.71)	
		<b>Subtotal B: \$</b>	<b>(17,792.71)</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>	<b>\$</b>	<b>-</b>	<b>0%</b>
		<b>Subtotal E: \$</b>	<b>-</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>(17,792.71)</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 \_\_\_\_\_  
 Print Name & Title (General Contractor)

  
 \_\_\_\_\_  
 Signature Date 2023-12-15

# Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 7/10/23

Job Name : Rose Ave ES

Extra Work Proposal # : 46

Description of work:

Includes credit for (31) indoor fire dampers and (31) exterior dampers per RFI Response #040.1

Pricing Breakdown:

Sheet Metal-Field	\$	(17,791.12)
TOTAL COST	\$	(17,791.12)
<b>Total Extra Work Proposal Price</b>	<b>\$</b>	<b>(17,792.71)</b>

Time extension required because of labor added by this change is 0.0 workdays

This proposal includes (42) straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: X      Waiting for authorization: \_\_\_\_\_

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Joel Cerda**  
 \_\_\_\_\_  
 Project Manager

Date: 4/5/2023

Approved by: \_\_\_\_\_  
 Signature

Date: \_\_\_\_\_



EWP #: 46

Extra Work Proposal Breakdown



Job #: 60040689

Job Name: Rose Ave ES

Date: 7/10/23

SHEET METAL - FIELD INSTALL		UNITS	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Dampers		-62	-42.0				\$ 120.86	\$ (5,076.12)	\$ (12,715.00)	\$ (17,791.12)
<b>Sheet Metal Field Totals:</b>			-42.0	0.0	0.0	0.0		\$ (5,076.12)	\$ (12,715.00)	\$ (17,791.12)

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg C - Omit Interior and Exterior Fire Dampers

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	04/06/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C	<b>DUE DATE:</b>	04/13/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	No	<b>SPEC SECTION:</b>	23 05 00 - Common Work Results for HVAC
<b>DRAWING NUMBER:</b>	4/M2322-C	<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

**Question from Filbert Carbajal (Balfour Beatty) at 02:03 PM on 04/05/2023**

Per Mechanical detail 4/M2322-C, a fire damper is depicted on the exterior and interior wall of the FCU closet. Architectural floor plan sheets callout an interior A3 wall type which is non-rated and no rating callout on the exterior walls. Please advise if the fire dampers on the exterior and interior walls of the FCU closet can be omitted.

Awaiting an Official Response

**All Replies:**

Pending DSA review and Approval for CCD 022.

Ruben R.  
 Arcadis-IBI  
 04/18/2023

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_

## APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. 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, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

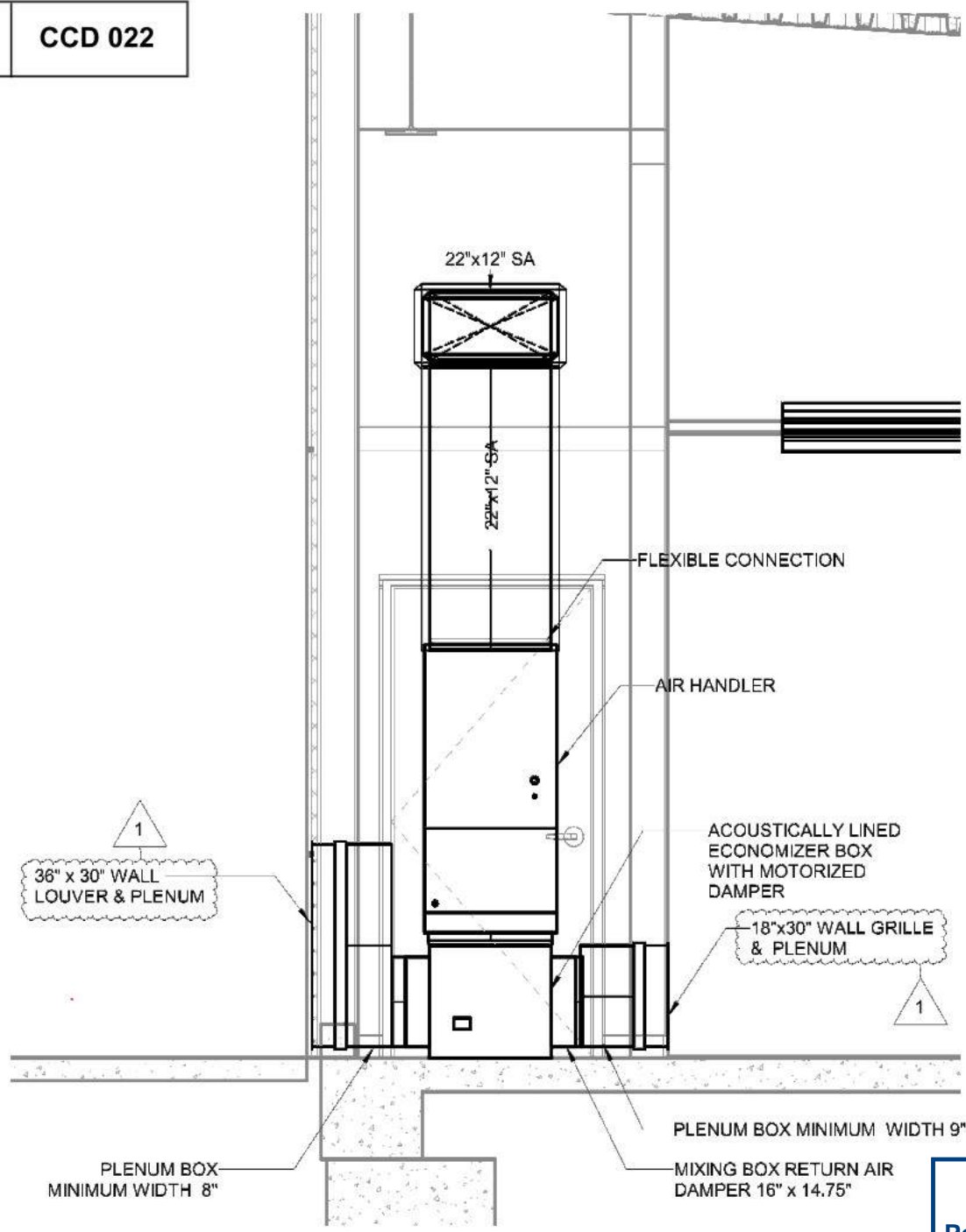
DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

<b>1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>)</b>				
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: 022	Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
<b>2. PROJECT INFORMATION:</b>				
School District/Owner: <u>Oxnard School District</u>			DSA File Number: <u>55 22</u>	
Project Name/School: <u>Rose Avenue K-5 School</u>			DSA Application Number <u>03 119284</u>	
<b>3. APPLICANT INFORMATION:</b>				
Date Submitted: <u>04/07/23</u>		Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? <u>1</u>		
Firm Name: <u>IBI Group, a California Partnership</u>		Contact Name: <u>Ruben Ruiz</u>		
Work Email: <u>ruben.ruiz@ibigroup.com</u>		Work Phone: <u>(805) 546-0433</u>		
Firm Address: <u>4119 Broad Street, Suite 210</u>		City: <u>San Luis Obispo</u>	State: <u>CA</u>	Zip Code: <u>93405</u>
<b>4. REASON FOR SUBMITTAL: (Check applicable boxes)</b>				
<input type="checkbox"/> For revision or addendum prior to construction.			<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form <i>DSA 301-N: Notification of Requirement for Certification</i> , <i>DSA 301-P: Posted Notification of Requirement for Certification</i> or a 90-Day Letter issued.				
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.				
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).				
<b>5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:</b>				
Name of the Design Professional In General Responsible Charge: <u>Richard Mello</u>				
Professional License Number: <u>C18079</u>		Discipline: <u>Architecture</u>		
Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of the California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.				
Signature: _____		_____ DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE		
<b>6. CONFIRMATION, DESCRIPTION</b>				
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form <i>DSA 1: Application for Approval of Plans and Specifications</i> for this project. (For <i>Deferred Submittals</i> , refer to <i>IR A-18: Use of Construction Documents Prepared by Other Professionals</i> , and <i>IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents</i> , when applicable, for signature and seal requirements.)				
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): <u>Delete Smoke Fire Dampers at Building C, Furnaces/ Closets. Interior and Exterior side</u> <u>Smoke Fire Dampers not required, since this is non-rated Building.</u>				
List of DSA-approved drawings affected by this post-approval document: <u>4/M2322-C</u>				

Pending DSA Approval

DSA USE ONLY		
	Returned	DSA STAMP
SSS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____	Date: _____  By: _____	
FLS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____		
ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____		

1 CCD 022



4 MECH. CLOSET SECTION 2 (TYPICAL)  
NOT TO SCALE

Pending DSA Approval

PROFESSIONAL  
ENGINEER  
STATE OF CALIFORNIA

<p>Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016</p>	<p>MECH. CLOSET SECTION 2 (TYPICAL)</p>		<p>DATE 04/06/23</p>
	<p>SE AVENUE K-5 SCHOOL</p>		<p>OXNARD CA</p>
<p>Pending DSA Approval</p>	<p>OXNARD SCHOOL DISTRICT</p>		<p>REFERENCE SHEET NO. 4/M2322-C</p>
<p>PROJECT NO. 109990</p>	<p>DSA FILE NO. 56-22</p>	<p>56-22</p>	<p><b>CCD022 M1.0</b></p>
<p>STATE OF CALIFORNIA</p>	<p>DSA APP. NO. 03-119284</p>	<p>03-119284</p>	



# Air Product Sales

1625 Washington Blvd., Montebello, CA 90640  
 Phone (323) 728-0004 • Fax (323) 889-4825  
 • Websites: [www.airprodsales.com](http://www.airprodsales.com) : [www.pottorff.com](http://www.pottorff.com)  
 • Email: [Biddesk@airprodsales.com](mailto:Biddesk@airprodsales.com)

Dampers • Louvers • Sound Attenuation • PennBarry Commercial / Industrial / Lab Ventilation • Tuttle & Bailey Air Distribution • Anemostat Air Distribution • Mars Air Doors  
 Commercial Kitchen Ventilation • Kitchen Hoods • Makeup Air • Energy Recovery • Evaporative Coolers • Security Products • Access Doors • Fabric Air Ducts

OSD - Rose Ave K-5 School-(061521-13): Page 1 of 2

## Revised Quotation 10/25/21

Quote Number	:	061521-13	Job Name	:	OSD - Rose Ave K-5 School
Quote Date	:	12/28/2021	Location	:	Oxnard
Priced By	:	Martha Ponce	Plan Date	:	07/12/21 add # 8c

<b>POTTORFF</b>	Pottorff UL Dampers	
Quantity	Description	Price
- 31	Dynamic fire damper. Model: VFD-10D. 12" 20ga sleeve. 165° fusible link. DSPF-16ga angles. No other accessories.	
Total amount (Qty:-31), FFA		- \$ 7,605.00

### EXCLUSION: ALL ITEMS AND ACCESSORIES NOT SPECIFIED ON THIS QUOTATION

All quotations subject to corrections of clerical or math error and are valid for 30 Days. Unless quote is accepted within 30 days, and released for shipment within 90 days, prices are subject to change. Sales Tax not included. Standard Lead times varies and are subject to change.

Consignee is responsible for all freight claims. All orders entered by Air Product Sales subject to cancellation charges. All agreements are subject to strikes, accidents, or other causes beyond our control. Acceptance of each order is subject to approval by Air Product Sales credit department, and customer acceptance of Air Product Sales terms of payments. Every order is subject to any Federal, State, Country, or Local Excise sales or use taxes. Quotations are for prompt acceptance only, and prices are subject to change without notice.



# Air Product Sales

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 • Email: [Biddesk@airprodsales.com](mailto:Biddesk@airprodsales.com)

Dampers • Louvers • Sound Attenuation • PennBarry Commercial / Industrial / Lab Ventilation • Tuttle & Bailey Air Distribution • Anemostat Air Distribution • Mars Air Doors  
 Commercial Kitchen Ventilation • Kitchen Hoods • Makeup Air • Energy Recovery • Evaporative Coolers • Security Products • Access Doors • Fabric Air Ducts

OSD - Rose Ave K-5 School-(061521-13): Page 1 of 2

## ***Revised Quotation 01/20/22***

Quote Number	: 061521-13	Job Name	: OSD - Rose Ave K-5 School
Quote Date	: 5/6/2022	Location	: Oxnard
Priced By	: Martha Ponce	Plan Date	: 01/11/2022 -RFI 083.1

<b>POTTORFF</b>	Pottorff UL Dampers	
Quantity	Description	Price
-31	Dynamic fire damper. Model: VFD-10D-OP. 14" 18ga sleeve. 165° fusible link. No other accessories.	
Total amount (Qty:-31), FFA		- \$ 5,110.00

### **EXCLUSION: ALL ITEMS AND ACCESSORIES NOT SPECIFIED ON THIS QUOTATION**

**All quotations subject to corrections of clerical or math error and are valid for 30 Days. Unless quote is accepted within 30 days, and released for shipment within 90 days, prices are subject to change. Sales Tax not included. Standard Lead times varies and are subject to change.**

Consignee is responsible for all freight claims. All orders entered by Air Product Sales subject to cancellation charges. All agreements are subject to strikes, accidents, or other causes beyond our control. Acceptance of each order is subject to approval by Air Product Sales credit department, and customer acceptance of Air Product Sales terms of payments. Every order is subject to any Federal, State, Country, or Local Excise sales or use taxes. Quotations are for prompt acceptance only, and prices are subject to change without notice.

Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction Contingency Request #: 094  
 200 East Driskill St.  
 Oxnard, CA 93030 Date: 8-2-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

CFW,  
 Per MEOR remarks:  
 - Page 4: Hours to install dampers seems too low  
 - Page 4: Remove Project Support  
 Revise & Re-Submit

The Contract is changed as follows:

<p>Ref. Cost Event #136 / CDR 094 - ASI #08 , RFI # 040, RFI 83.1- Fire Damper Deletion</p> <p>Provide labor, equipment and materials to remove fire dampers from the fan coil closets in Building C per ASI 8, RFI 40 and RFI 83.1.</p>	<p>\$ <del>(14,981.50)</del></p>
--	----------------------------------

The cost of this work will be drawn from Contractor Contingency:

The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Flamills By: \_\_\_\_\_ By: \_\_\_\_\_

Date: 8/2/23 Date: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER - Oxnard School District By: \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-2-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	136
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**  
 Ref. Cost Event #136 / CDR 094 - ASI #08 , RFI # 040, RFI 83.1- Fire Damper Deletion  
 Provide labor, equipment and materials to remove fire dampers from the fan coil closets in Building C per ASI 8, RFI 40 and RFI 83.1.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Smith MEP	\$	(14,981.50)	
		<b>Subtotal B: \$</b>	<b>(14,981.50)</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b> <span style="float: right;">* N/A for Contingency Draw Requests</span>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>	<b>\$</b>	<b>-</b>	<b>0%</b>
		<b>Subtotal E: \$</b>	<b>-</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>(14,981.50)</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)

Signature

2023-08-02

Date



# Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 7/10/23

Job Name : Rose Ave ES

Extra Work Proposal # : 46

Description of work:

Includes credit for (31) indoor fire dampers and (31) exterior dampers per RFI Response #040.1

Pricing Breakdown:

<b>Remove</b> →	Sheet Metal-Field	\$	(15,337.66)
	<del>Project Support</del>	<del>\$</del>	<del>357.50</del>
	<b>TOTAL COST</b>	<b>\$</b>	<b>(14,980.16)</b>
	<b>Total Extra Work Proposal Price</b>	<b>\$</b>	<b>(14,981.50)</b>

Why are these two numbers different

Time extension required because of labor added by this change is 0.0 workdays

This proposal includes (22) straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: X Waiting for authorization: \_\_\_\_\_

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: Joel Cerda  
Project Manager

Date: 4/5/2023

Approved by: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

SHEET METAL - FIELD INSTALL		UNITS	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Dampers		-62	-21.7				\$ 120.86	\$ (2,622.66)	\$ (12,715.00)	\$ (15,337.66)
<b>Sheet Metal Field Totals:</b>			-21.7	0.0	0.0	0.0		\$ (2,622.66)	\$ (12,715.00)	\$ (15,337.66)
PROJECT SUPPORT			HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$		TOTAL \$
Project Engineers			0.6				\$ 115.00	\$ 57.50		\$ 57.50
Project Managers			2.0				\$ 150.00	\$ 300.00		\$ 300.00
<b>Project Support Totals:</b>			2.5	0.0	0.0	0.0		\$ 357.50		\$ 357.50

Hours seem too low.  
 At 21.7 hours to install 62 Dampers, equates to an average of approximately 21 minutes per damper.  
 Revise to show realistic time

Remove Project Support

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg C - Omit Interior and Exterior Fire Dampers

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	04/06/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C	<b>DUE DATE:</b>	04/13/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	No	<b>SPEC SECTION:</b>	23 05 00 - Common Work Results for HVAC
<b>DRAWING NUMBER:</b>	4/M2322-C	<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

### Question from Filbert Carbajal (Balfour Beatty) at 02:03 PM on 04/05/2023

Per Mechanical detail 4/M2322-C, a fire damper is depicted on the exterior and interior wall of the FCU closet. Architectural floor plan sheets callout an interior A3 wall type which is non-rated and no rating callout on the exterior walls. Please advise if the fire dampers on the exterior and interior walls of the FCU closet can be omitted.

Awaiting an Official Response

### All Replies:

Pending DSA review and Approval for CCD 022.

Ruben R.  
 Arcadis-IBI  
 04/18/2023

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_

## APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. 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, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

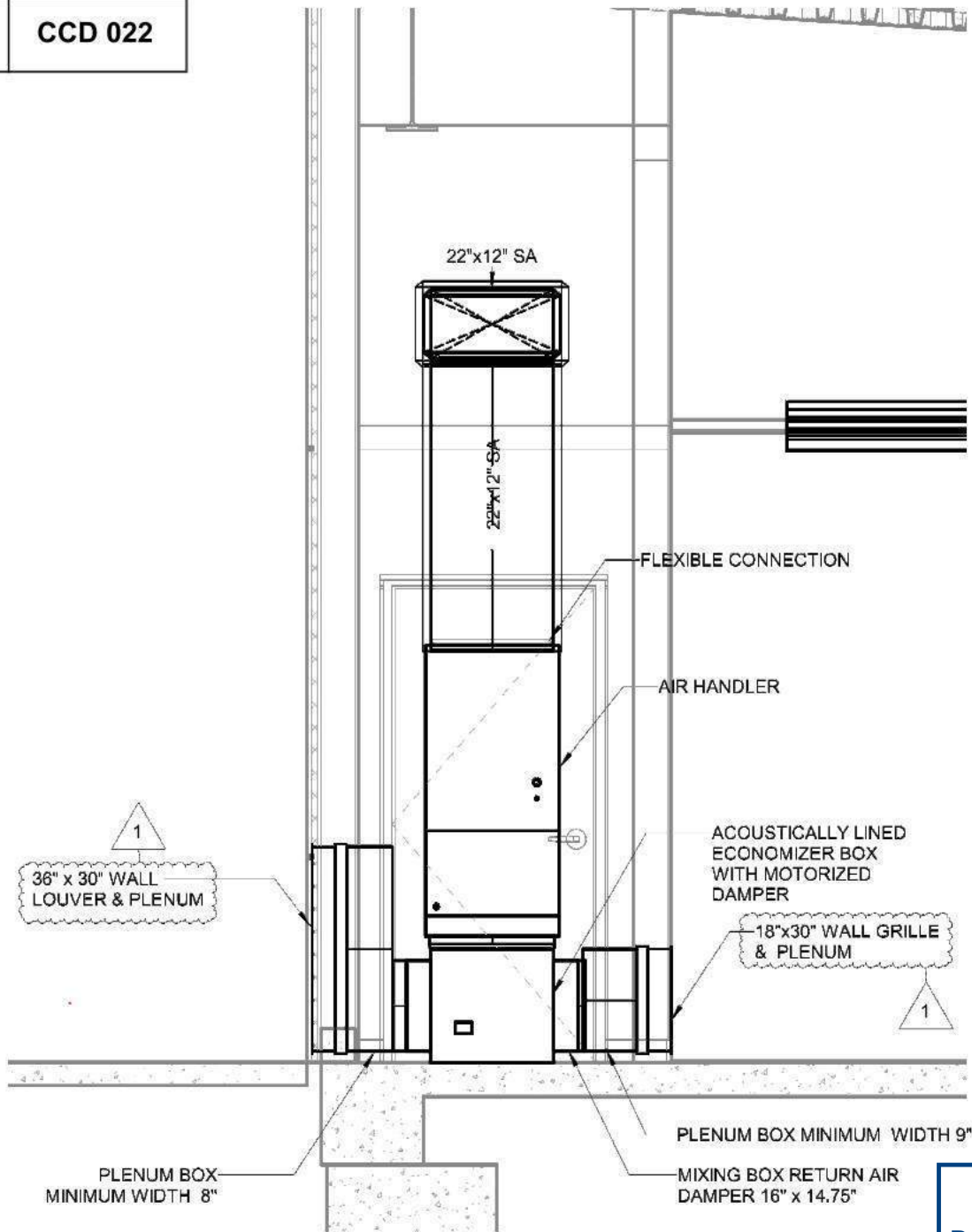
<b>1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>)</b>				
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: 022	Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
<b>2. PROJECT INFORMATION:</b>				
School District/Owner: <u>Oxnard School District</u>			DSA File Number: <u>55 22</u>	
Project Name/School: <u>Rose Avenue K-5 School</u>			DSA Application Number <u>03 119284</u>	
<b>3. APPLICANT INFORMATION:</b>				
Date Submitted: <u>04/07/23</u>		Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? <u>1</u>		
Firm Name: <u>IBI Group, a California Partnership</u>		Contact Name: <u>Ruben Ruiz</u>		
Work Email: <u>ruben.ruiz@ibigroup.com</u>		Work Phone: <u>(805) 546-0433</u>		
Firm Address: <u>4119 Broad Street, Suite 210</u>		City: <u>San Luis Obispo</u>	State: <u>CA</u>	Zip Code: <u>93405</u>
<b>4. REASON FOR SUBMITTAL: (Check applicable boxes)</b>				
<input type="checkbox"/> For revision or addendum prior to construction.			<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form <i>DSA 301-N: Notification of Requirement for Certification</i> , <i>DSA 301-P: Posted Notification of Requirement for Certification</i> or a 90-Day Letter issued.				
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.				
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).				
<b>5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:</b>				
Name of the Design Professional In General Responsible Charge: <u>Richard Mello</u>				
Professional License Number: <u>C18079</u>		Discipline: <u>Architecture</u>		
Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of the California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.				
Signature: _____		_____ DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE		
<b>6. CONFIRMATION, DESCRIPTION</b>				
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form <i>DSA 1: Application for Approval of Plans and Specifications</i> for this project. (For <i>Deferred Submittals</i> , refer to <i>IR A-18: Use of Construction Documents Prepared by Other Professionals</i> , and <i>IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents</i> , when applicable, for signature and seal requirements.)				
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): <u>Delete Smoke Fire Dampers at Building C, Furnaces/ Closets. Interior and Exterior side</u> <u>Smoke Fire Dampers not required, since this is non-rated Building.</u>				
List of DSA-approved drawings affected by this post-approval document: <u>4/M2322-C</u>				

Pending DSA Approval

DSA USE ONLY		
	Returned	DSA STAMP
SSS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____	Date: _____  By: _____	
FLS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____		
ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____		



CCD 022



4 MECH. CLOSET SECTION 2 (TYPICAL)  
NOT TO SCALE

Pending DSA Approval



Los Angeles  
537 South Broadway, Suite 500  
Los Angeles CA 90013  
213.769.0011 fax: 213.769.0016



Pending DSA Approval

MECH. CLOSET SECTION 2 (TYPICAL)

SE AVENUE K-5 SCHOOL

OXNARD SCHOOL DISTRICT

DATE  
04/06/23

PROJECT NO.  
109990

DSA FILE NO.  
56-22

DSA APP. NO.  
03-119284

OXNARD  
CA  
REFERENCE SHEET NO.  
4/M2322-C

CCD022  
M1.0



# Air Product Sales

1625 Washington Blvd., Montebello, CA 90640  
 Phone (323) 728-0004 • Fax (323) 889-4825  
 • Websites: [www.airprodsales.com](http://www.airprodsales.com) : [www.pottorff.com](http://www.pottorff.com)  
 • Email: [Biddesk@airprodsales.com](mailto:Biddesk@airprodsales.com)

Dampers • Louvers • Sound Attenuation • PennBarry Commercial / Industrial / Lab Ventilation • Tuttle & Bailey Air Distribution • Anemostat Air Distribution • Mars Air Doors  
 Commercial Kitchen Ventilation • Kitchen Hoods • Makeup Air • Energy Recovery • Evaporative Coolers • Security Products • Access Doors • Fabric Air Ducts

OSD - Rose Ave K-5 School-(061521-13): Page 1 of 2

## Revised Quotation 10/25/21

Quote Number	:	061521-13	Job Name	:	OSD - Rose Ave K-5 School
Quote Date	:	12/28/2021	Location	:	Oxnard
Priced By	:	Martha Ponce	Plan Date	:	07/12/21 add # 8c

<b>POTTORFF</b>	Pottorff UL Dampers	
Quantity	Description	Price
- 31	Dynamic fire damper. Model: VFD-10D. 12" 20ga sleeve. 165° fusible link. DSPF-16ga angles. No other accessories.	
Total amount (Qty:-31), FFA		- \$ 7,605.00

### EXCLUSION: ALL ITEMS AND ACCESSORIES NOT SPECIFIED ON THIS QUOTATION

All quotations subject to corrections of clerical or math error and are valid for 30 Days. Unless quote is accepted within 30 days, and released for shipment within 90 days, prices are subject to change. Sales Tax not included. Standard Lead times varies and are subject to change.

Consignee is responsible for all freight claims. All orders entered by Air Product Sales subject to cancellation charges. All agreements are subject to strikes, accidents, or other causes beyond our control. Acceptance of each order is subject to approval by Air Product Sales credit department, and customer acceptance of Air Product Sales terms of payments. Every order is subject to any Federal, State, Country, or Local Excise sales or use taxes. Quotations are for prompt acceptance only, and prices are subject to change without notice.



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 • Email: [Biddesk@airprodsales.com](mailto:Biddesk@airprodsales.com)

Dampers • Louvers • Sound Attenuation • PennBarry Commercial / Industrial / Lab Ventilation • Tuttle & Bailey Air Distribution • Anemostat Air Distribution • Mars Air Doors  
 Commercial Kitchen Ventilation • Kitchen Hoods • Makeup Air • Energy Recovery • Evaporative Coolers • Security Products • Access Doors • Fabric Air Ducts

OSD - Rose Ave K-5 School-(061521-13): Page 1 of 2

## ***Revised Quotation 01/20/22***

Quote Number	: 061521-13	Job Name	: OSD - Rose Ave K-5 School
Quote Date	: 5/6/2022	Location	: Oxnard
Priced By	: Martha Ponce	Plan Date	: 01/11/2022 -RFI 083.1

<b>POTTORFF</b>	Pottorff UL Dampers	
Quantity	Description	Price
-31	Dynamic fire damper. Model: VFD-10D-OP. 14" 18ga sleeve. 165° fusible link. No other accessories.	
Total amount (Qty:-31), FFA		- \$ 5,110.00

### **EXCLUSION: ALL ITEMS AND ACCESSORIES NOT SPECIFIED ON THIS QUOTATION**

**All quotations subject to corrections of clerical or math error and are valid for 30 Days. Unless quote is accepted within 30 days, and released for shipment within 90 days, prices are subject to change. Sales Tax not included. Standard Lead times varies and are subject to change.**

Consignee is responsible for all freight claims. All orders entered by Air Product Sales subject to cancellation charges. All agreements are subject to strikes, accidents, or other causes beyond our control. Acceptance of each order is subject to approval by Air Product Sales credit department, and customer acceptance of Air Product Sales terms of payments. Every order is subject to any Federal, State, Country, or Local Excise sales or use taxes. Quotations are for prompt acceptance only, and prices are subject to change without notice.



**IBI GROUP**  
 1001 Wilshire Blvd., Suite 100-3100  
 Los Angeles, CA 90017

[www.IBIGroup.com](http://www.IBIGroup.com)

## ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

<b>PROJECT:</b>	Rose Avenue K-5 School	<b>ASI NO.:</b>	<b>08</b>
<b>OWNER:</b>	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	<b>DATE:</b>	02/03/2022
<b>Construction Management</b>	Caldwell Flores Winters, Inc. 815 Colorado Blvd. Suite 201 Los Angeles, CA 90042	<b>ARCHITECT:</b>	IBI Group 1001 Wilshire Blvd., Suite 100-3100 Los Angeles, CA 90017
<b>CONTRACTOR:</b>	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CCA 93036	<b>PROJECT NO.:</b>	109990
		<b>DSA FILE NO.:</b>	56-22
		<b>APPLICATION NO.:</b>	03-119284

The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

**Description:**

Ref: RFI 083.1

Ref: Sheets M2311-C, M2321-C and M2322-C

Remove Fire Damper with the deep sleeves from Fan Coil closets in Building C.  
 Suggest lowering the louvers so are 6" above floor for better air passage.

**Attachments: None**

ISSUED:  
 IBI GROUP, A CALIFORNIA PARTNERSHIP

ACCEPTED:

By: Ruben R. Date: 02/03/2022

By: \_\_\_\_\_ Date: \_\_\_\_\_



Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg C - Classroom Utility Closets

<b>TO:</b>	Linda Iversen ( <b>IBI Group</b> ) Ruben Ruiz ( <b>IBI Group</b> )	<b>FROM:</b>	Filbert Carbajal ( <b>Balfour Beatty</b> ) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	01/27/2022	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C	<b>DUE DATE:</b>	02/03/2022
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	TBD
<b>COST IMPACT:</b>	TBD	<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>	M2311-C	<b>REFERENCE:</b>	Smith RFI #16.1
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>	Brett Hall ( <b>Smith Electric Service (Santa Maria)</b> )		

**COPIES TO:**

Leon Cavallo (**Balfour Beatty**), Alex Garcia (**Balfour Beatty**), Ken Hinge (**Kenco Construction Services**), Linda Iversen (**IBI Group**), Janvi Kanani (**IBI Group**), Dennis Kuykendall (**Balfour Beatty**), Michael Lapraik (**Kenco Construction Services**), Sophia Limon (**Balfour Beatty**), Arega Mehrabian (**IBI Group**), Rick Ostrander (**CFW, Inc.**)

**Question from Filbert Carbajal (Balfour Beatty) at 08:10 AM on 01/27/2022**

This is a revision of Smith MEP RFI #016 (IBI RFI #083). Per BIM coordination meeting on 01/26/22, IBI and Balfour Beatty asked for the building C classroom utility closet fan coils to be configured per detail #4 on sheet M2322-C for a dimensional impact analysis. Please see the attached PDF and advise if the utility closet can be modified to accommodate the fan coil per detail #4, increasing the width by approximately 12" from the contract drawings.

**Attachments:**

[RFI#016.1 - Building C classroom utility closets.pdf](#)

Awaiting an Official Response

**All Replies:**

To provide a better air passage, suggest lowering the outside air louver assembly to 6" above floor level. The rest of proposed information is acceptable.

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

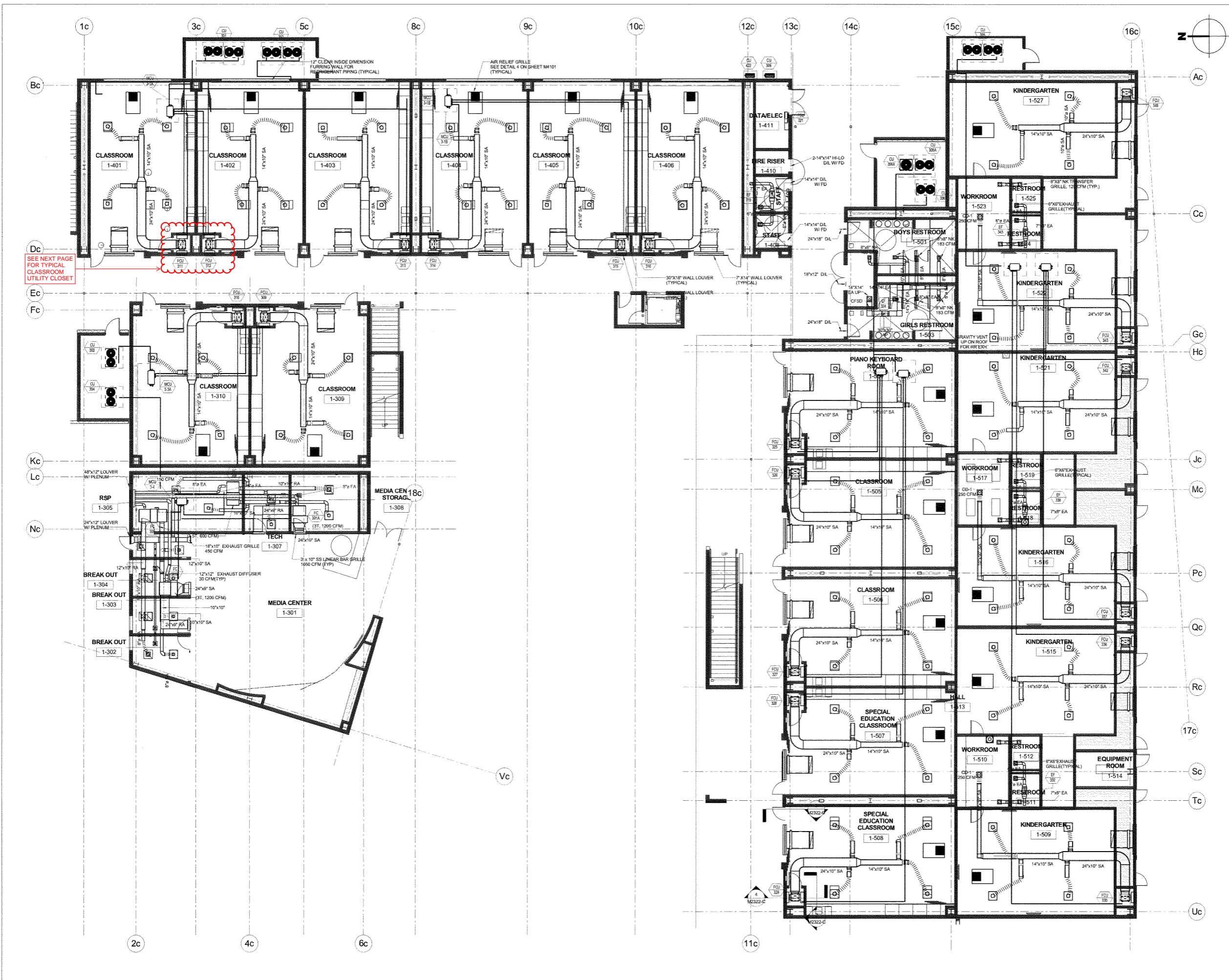
Hooshang Mozaffari, RA

January 27, 2022

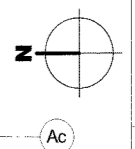
BY

DATE

COPIES TO



SEE NEXT PAGE FOR TYPICAL CLASSROOM UTILITY CLOSET



CLIENT  
OXNARD SCHOOL DISTRICT  
220 S. Driskill St, Oxnard, CA 93030

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ISSUES  
NO. | ISSUANCE | DATE

KEYPLAN

CONSULTANTS  
**roshanian & associates**  
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS  
6841 VAN DYKE BLVD., SUITE #610  
LOS ANGELES, CA 90045  
TEL: (323) 833-5552  
FAX: (323) 833-5558  
FAX: (323) 833-5558  
www.roshanian.com

AGENCY INFORMATION  
AGENCY TRACKING NO. | FILE NO.  
7538-157 | 56-22  
IDENTIFICATION STAMP  
DIV. OF THE STATE ARCHITECT  
OFFICE OF REGULATION SERVICES  
03-119284  
DATE: JUL 10 2019

PRIME CONSULTANT  
**IBI**  
315 W 9th Street, Suite 600  
Los Angeles, CA 90015  
Tel: (213) 759-0215 Fax: (213) 759-0016  
ibigroup.com

PROJECT  
RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL  
220 S. DRISKILL ST.  
OXNARD, CA 93030

PROJECT NO:  
109990

DRAWN BY:  
Author

CHECKED BY:  
Checker

PROJECT MGR:  
Designer

APPROVED BY:  
Approver

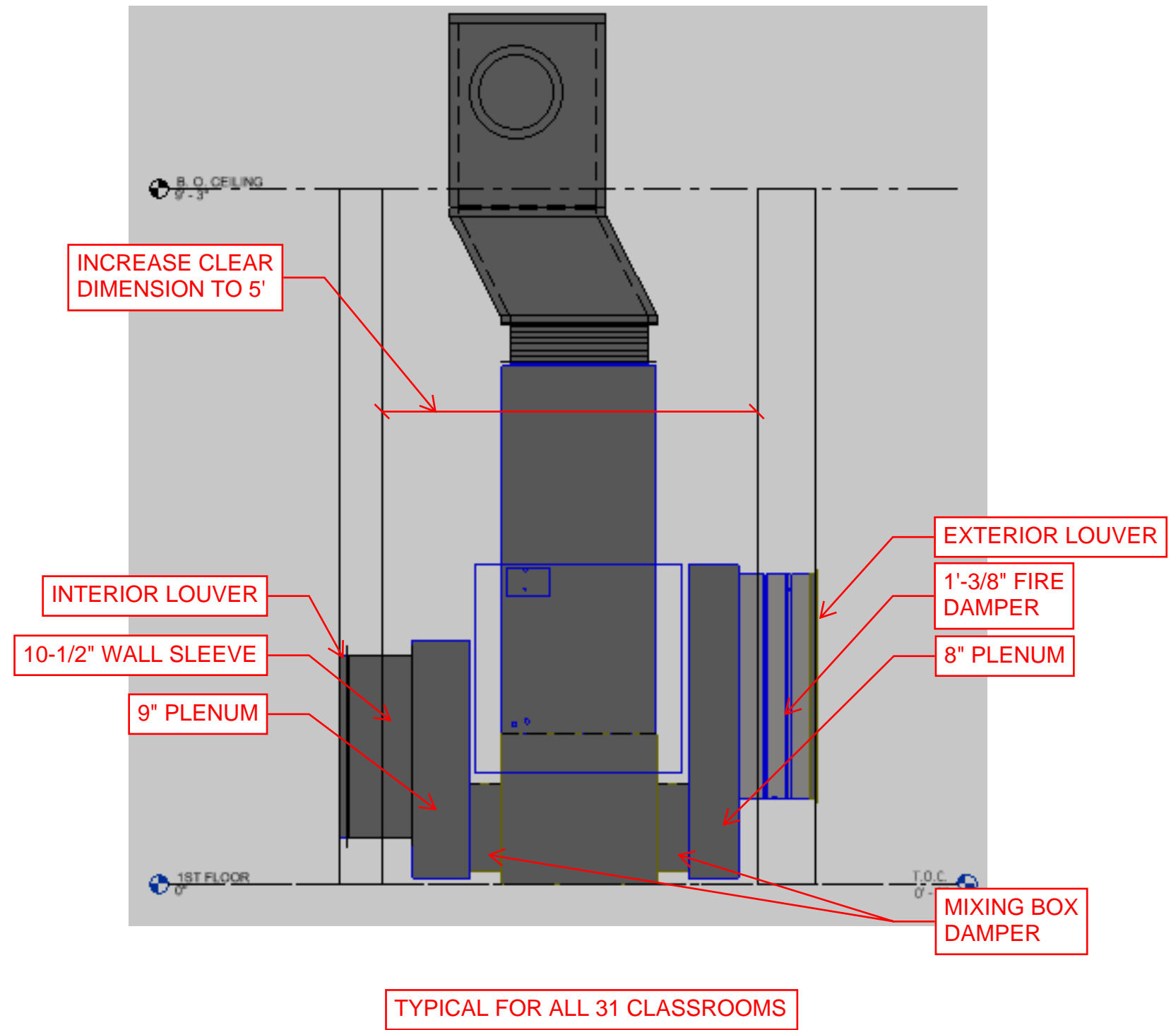
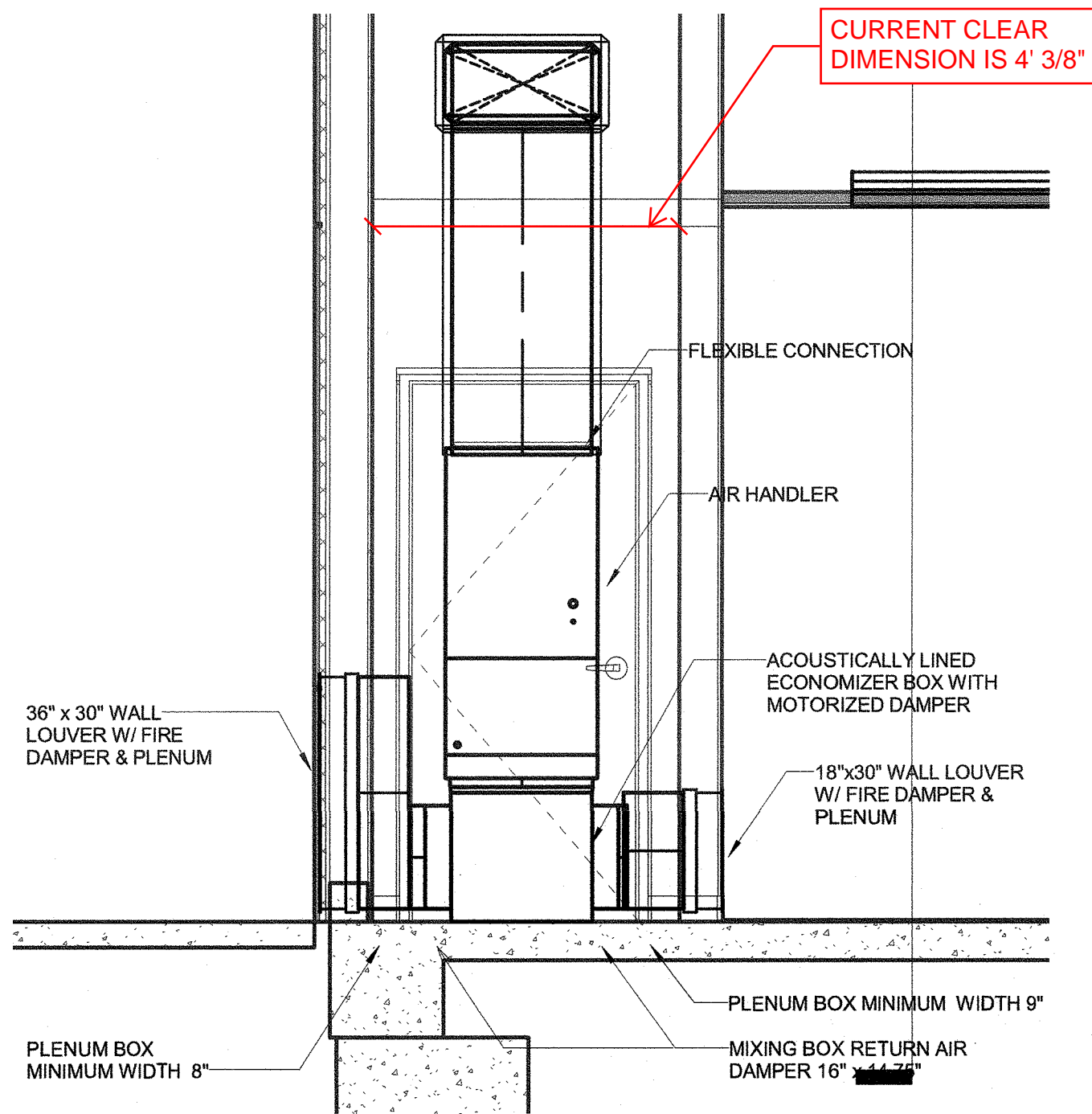
SCALE:  
1/8" = 1'-0"

DATE:  
06/05/2019

SHEET TITLE  
CLASSROOM BUILDING C -  
MECHANICAL PLAN - LEVEL 1

SHEET NUMBER  
M2311-C

ISSUE  
954



4 MECH. CLOSET SECTION 2 (TYPICAL)  
 1/2" = 1'-0"

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg C Omit Fire Dampers

<b>TO:</b>	Linda Iversen ( <b>IBI Group</b> ) Ruben Ruiz ( <b>IBI Group</b> )	<b>FROM:</b>	Filbert Carbajal ( <b>Balfour Beatty</b> ) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	12/07/2021	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C	<b>DUE DATE:</b>	12/13/2021
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	
<b>COST IMPACT:</b>		<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>	4/M2322-C	<b>REFERENCE:</b>	A2310C, A2311C, A2320C, A2321C, A8200, & 4/M2322C
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>	Brett Hall ( <b>Smith Electric Service (Santa Maria)</b> )		
<b>COPIES TO:</b>			
Leon Cavallo ( <b>Balfour Beatty</b> ), Alex Garcia ( <b>Balfour Beatty</b> ), Ken Hinge ( <b>Kenco Construction Services</b> ), Linda Iversen ( <b>IBI Group</b> ), Janvi Kanani ( <b>IBI Group</b> ), Dennis Kuykendall ( <b>Balfour Beatty</b> ), Arega Mehrabian ( <b>IBI Group</b> ), Rick Ostrander ( <b>CFW, Inc.</b> )			

**Question from Filbert Carbajal (Balfour Beatty) at 09:05 AM on 12/07/2021**

REFERENCE: Architectural plans A2310C, A2311C, A2320C & A2321C. Architectural detail sheet A8200. Mechanical detail 4/M2322-C.

Please provide the following clarification(s): Per Mechanical detail 4/M2322-C a fire damper is depicted on the exterior and interior wall of the FCU closet. Architectural floor plan sheets callout an interior A3 wall type which is non-rated and no rating callout on the exterior walls. Please advise if the FCU closet fire dampers can be omitted.

**Attachments:**  
[RFI#002 - Building C omit FCU closet fire dampers.pdf](#)

Awaiting an Official Response

**All Replies:**

Need exterior fire damper to protect the students walking by outside. Interior fire damper to be deleted.

Hooshang Mozaffari, RA

December 09, 2021

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_

<b>Contingency</b> <b>Draw</b> <b>Request (CDR)</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
	Architect	<input checked="" type="checkbox"/>	IBI Group
	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Contingency Request #: 109 R2 Date: 2-6-2024
--	---

TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

The Contract is changed as follows:

Ref. CDR 109 R2 - CE 191 - Cover Plate for Interior Louvers  Provide labor, equipment and materials to provide (31) Trim Frames around the already installed Louvers per Submittal #23 30 00-4.0.	\$ 2,519.86
---	-------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
------------------------------	------------------------	------------------------------------

By: Rafael Flamilla      By: [Signature]      By: \_\_\_\_\_

Date: 2024-02-06      Date: 02/08/2024      Date: \_\_\_\_\_

OWNER - Oxnard School District      By: \_\_\_\_\_      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-6-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	191
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. CDR 109 R2 - CE 191 - Cover Plate for Interior Louvers  Provide labor, equipment and materials to provide (31) Trim Frames around the already installed Louvers per Submittal #23 30 00-4.0.			
<b>A.</b>	<b>Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>	\$	-
			<b>Subtotal A: \$</b>
			-
<b>B.</b>	<b>Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>		
	Smith MEP	\$	2,519.86
			<b>Subtotal B: \$</b>
			<b>2,519.86</b>
<b>C.</b>	<b>General Contractor's Cost</b>		
	Material (See attached supporting documentation.)	\$	-
	Taxes at 9.5% of Material	\$	-
	Labor (includes Fringe Benefits)	\$	-
	Payroll Taxes and Insurances at 9.5% of Labor		included above
	Construction Equipment (see attached supporting documentation)	\$	-
			<b>Subtotal C: \$</b>
			-
<b>D.</b>	<b>General Contractor's Overhead and Profit*</b>		* N/A for Contingency Draw Requests
	Overhead & Profit 5% of Subtotal A		
	Overhead & Profit 5% of Subtotal B	n/a	
	Overhead & Profit 10% of Subtotal C	\$	-
			<b>Subtotal D: \$</b>
			-
<b>E.</b>	<b>Bond at 1.5%</b>	\$	-
		0.0%	<b>Subtotal E: \$</b>
			-
	<b>Grand Total = (A + B + C + D + E)</b>	<b>\$</b>	<b>2,519.86</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)

Signature

2024-02-06

Date

# Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 7/26/2023

Job Name : Rose Ave ES

Extra Work Proposal # : 48

Description of work:

Provide (31) Trim Frames and Install the trims around the already installed Louvers. Excludes Paint and/or Caulk.

Pricing Breakdown:

Sheet Metal-Shop		\$	730.41
Sheet Metal-Field		\$	1,383.87
Sales Tax	9.25%	\$	33.94
Warranty Reserve (Direct Cost + Subs)	2.00%	\$	42.96
<b>TOTAL COST</b>		<b>\$</b>	<b>2,191.18</b>
+ Overhead	15%	\$	328.68
<b>Total Extra Work Proposal Price</b>		<b>\$</b>	<b>2,519.86</b>

Time extension required because of labor added by this change is 1.4 workdays

This proposal includes 11 straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: \_\_\_\_\_ Waiting for authorization: X

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Joel Cerda**  
 \_\_\_\_\_  
 Project Manager

Date: 7/26/2023

Approved by: \_\_\_\_\_  
 Signature

Date: \_\_\_\_\_

SHEET METAL - SHOP FAB		Gross	Net	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Trim Frames					3.0			\$ 136.38	\$ 409.14	\$ 300.00	\$ 709.14
Sheet Metal Shop Parts and Supplies	3%							\$ -		\$ 21.27	\$ 21.27
<b>Sheet Metal LBS:</b>		<b>0</b>	<b>0</b>								
Sheet Metal Logistics / Mat'l Delivery		# of Trips		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	RENTAL \$	TOTAL \$
<b>Sheet Metal Shop Totals:</b>				0.0	3.0	0.0	0.0		\$ 409.14	\$ 321.27	\$ 730.41
SHEET METAL - FIELD INSTALL		UNITS		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Material Handling	7.5%			1.0				\$ 120.86	\$ 120.86		\$ 120.86
Frame Install (15 min per trim)				8.0				\$ 120.86	\$ 966.88		\$ 966.88
Misc Material								\$ -	\$ -	\$ 45.00	\$ 45.00
Clean-up for added work	3%			1.0	0.0	0.0	0.0	\$ 120.86	\$ 120.86		\$ 120.86
Field Consumables	2%									\$ 0.68	\$ 0.68
Non-Productive Field General Foreperson Time	10%			1.0	0.0	0.0	0.0	\$ 129.59	\$ 129.59		\$ 129.59
<b>Sheet Metal Field Totals:</b>				11.0	0.0	0.0	0.0		\$ 1,338.19	\$ 45.68	\$ 1,383.87



**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 109  
 Date: 8-18-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

See remarks:  
 - Remove Project Support costs

The Contract is changed as follows:

Ref. Cost Event #191 Cover Plate for Interior Louvers  Provide labor, equipment and materials to provide (31) Trim Frames around the already installed Louvers per Submittal #23 30 00-4.0.	<div style="border: 2px dashed red; border-radius: 50%; padding: 5px; display: inline-block;">           \$ 2,848.30         </div>
---	---

- The cost of this work will be drawn from Contractor Contingency:  
 The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty  By: <u><i>Rafael Flamills</i></u>  Date: <u>2023-08-18</u>	ARCHITECT IBI Group  By: _____  Date: _____	PROGRAM MANAGER CFW Group, Inc.  By: _____  Date: _____
OWNER - Oxnard School District By: _____ Date: _____		

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-18-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	191
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. CDR 109 Cover Plate for Interior Louvers

Provide labor, equipment and materials to provide (31) Trim Frames around the already installed Louvers per Submittal #23 30 00-4.0.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Smith MEP	\$	2,476.78	
Smith MEP (O&P @ 15%)	\$	371.52	
		<b>Subtotal B: \$</b>	<b>2,848.30</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>	<b>\$</b>	<b>-</b>	<b>0.0%</b>
		<b>Subtotal E: \$</b>	<b>-</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>2,848.30</b>

**The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.**

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)

Signature

2023-08-18

Date

# Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 7/26/2023

Job Name : Rose Ave ES

Extra Work Proposal # : 48

Description of work:

Provide (31) Trim Frames and Install the trims around the already installed Louvers. Excludes Paint and/or Caulk.

Pricing Breakdown:

	Sheet Metal-Shop		\$	730.41
	Sheet Metal-Field		\$	1,383.87
Remove Project Support	Project Support		\$	280.00
	Sales Tax	9.25%	\$	33.94
	Warranty Reserve (Direct Cost + Subs)	2.00%	\$	48.56
	<b>TOTAL COST</b>		<b>\$</b>	<b>2,476.78</b>
	+ Overhead	15%	\$	371.52
	<b>Total Extra Work Proposal Price</b>		<b>\$</b>	<b>2,848.30</b>

Time extension required because of labor added by this change is 1.4 workdays

This proposal includes 11 straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: \_\_\_\_\_ Waiting for authorization: X

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Joel Cerda**  
 \_\_\_\_\_  
 Project Manager

Date: 7/26/2023

Approved by: \_\_\_\_\_  
 Signature

Date: \_\_\_\_\_

SHEET METAL - SHOP FAB		Gross	Net	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Trim Frames					3.0			\$ 136.38	\$ 409.14	\$ 300.00	\$ 709.14
Sheet Metal Shop Parts and Supplies	3%							\$ -		\$ 21.27	\$ 21.27
<b>Sheet Metal LBS:</b>		<b>0</b>	<b>0</b>								
Sheet Metal Logistics / Mat'l Delivery		# of Trips		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	RENTAL \$	TOTAL \$
<b>Sheet Metal Shop Totals:</b>				0.0	3.0	0.0	0.0		\$ 409.14	\$ 321.27	\$ 730.41
SHEET METAL - FIELD INSTALL		UNITS		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Material Handling	7.5%			1.0				\$ 120.86	\$ 120.86		\$ 120.86
Frame Install (15 min per trim)				8.0				\$ 120.86	\$ 966.88		\$ 966.88
Msc Material								\$ -	\$ -	\$ 45.00	\$ 45.00
Clean-up for added work	3%			1.0	0.0	0.0	0.0	\$ 120.86	\$ 120.86		\$ 120.86
Field Consumables	2%									\$ 0.68	\$ 0.68
Non-Productive Field General Foreperson Time	10%			1.0	0.0	0.0	0.0	\$ 129.59	\$ 129.59		\$ 129.59
<b>Sheet Metal Field Totals:</b>				11.0	0.0	0.0	0.0		\$ 1,338.19	\$ 45.68	\$ 1,383.87
PROJECT SUPPORT				HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$		TOTAL \$
Project Engineers				1.0				\$ 130.00	\$ 130.00		\$ 130.00
Project Managers				1.0				\$ 150.00	\$ 150.00		\$ 150.00
<b>Project Support Totals:</b>				2.0	0.0	0.0	0.0		\$ 280.00	\$ -	\$ 280.00

Remove Project Support cost

Balfour Beatty Construction, LLC  
13520 Evening Creek Drive North, Suite 270  
San Diego, California 92128  
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction  
220 South Driskill Street  
Oxnard, California 93030

## Cover Plate For Interior Louvers

<b>SPEC SECTION:</b>	23 30 00 - Air Distribution	<b>SUBMITTAL MANAGER:</b>	Filbert Carbajal (Balfour Beatty)
<b>STATUS:</b>	Submitted to AE	<b>DATE CREATED:</b>	07/6/2023
<b>ISSUE DATE:</b>	07/6/2023	<b>REVISION:</b>	0
<b>RESPONSIBLE CONTRACTOR:</b>	Smith Electric Service (Santa Maria)	<b>RECEIVED FROM:</b>	
<b>RECEIVED DATE:</b>	07/5/2023	<b>SUBMIT BY:</b>	07/6/2023
<b>FINAL DUE DATE:</b>	07/21/2023	<b>LOCATION:</b>	BUILDING C NORTH
<b>SUB JOB:</b>		<b>COST CODE:</b>	
<b>APPROVERS:</b>	Linda Iversen (IBI Group), Ruben Ruiz (IBI Group)		
<b>BALL IN COURT:</b>	Filbert Carbajal (Balfour Beatty), Ivan Hurtado Vazquez (Balfour Beatty)		

**DISTRIBUTION:**

**DESCRIPTION:**

Attached is the cover plate mock-up for all interior louves with dimensions and adjustments that will be applied to the final product.

**ATTACHMENTS:**

[TYP Classroom lover cover plate .pdf](#)

### SUBMITTAL WORKFLOW

REVIEWER NAME	DUE DATE	RESPONSE DATE	RESPONSE	ATTACHMENTS	COMMENTS
Linda Iversen	7/21/2023		Pending		
Ruben Ruiz	7/21/2023		Pending		

### Reviewed

Submittal has been reviewed in accordance with Contract Documents.

- No Exceptions Taken
- Make Corrections Noted
- Revise and Resubmit
- Rejected

IBI Group Architecture Planning

date: 07/18/23 by: JK

1. Paint cover plate to match adjacent wall color
2. Rivets shall be attached to studs

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_



Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 113 R1  
 Date: 2-23-2024

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event # 213 / CDR 113 R1 - CCD 20 Field Modifications to Exterior Walkway Canopy</p> <p>Provide labor, equipment and materials to add C-channel at gridline 1w per CCD 20 S02.</p>	<p>\$ 2,130.67</p>
---	--------------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Namillo      By: [Signature]      By: \_\_\_\_\_

Date: 2024-02-23      Date: 03/21/2024      Date: \_\_\_\_\_

OWNER - Oxnard School District      By: \_\_\_\_\_      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-23-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	213
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event # 213 / CDR 113 R1 - CCD 20 Field Modifications to Exterior Walkway Canopy

Provide labor, equipment and materials to add C-channel at gridline 1w per CCD 20 S02.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Ironman (Labor)	\$	1,043.76	
Ironman (Materials/Rentals)	\$	809.00	
Ironman (O&P @ 15%)	\$	277.91	
		<b>Subtotal B: \$</b>	<b>2,130.67</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>			
	\$	-	0.0%
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>2,130.67</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2024-02-23

Date







## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-25-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	213
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event # 213 / CDR 113 - CCD 20 Exterior Canopy Foundation and Framing

Provide labor, equipment and materials to add C-channel at gridline 1w per CCD 20 S02.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
\$	-	<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Ironman	\$	4,028.86	
		<b>Subtotal B: \$</b>	<b>4,028.86</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>			
	\$	-	
		0.0%	
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>4,028.86</b>

4,028.86

See remarks

**The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.**

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2023-08-25

Date

# IRONMAN

I N C O R P O R A T E D

Ironman, Inc.  
20555 Superior Street  
Chatsworth, CA 91311  
Phone: 818.341.0980  
Fax: 818.456.0112

Date : 8/24/2023  
Page 1 of 1  
**CO #:** 24R1  
Job #: 185  
  
Rose K-5

Job Location: Oxnard, CA

## Change Order Request

---

**To: Filbert Carbajal**  
Balfour Beatty  
300 E. Esplanade Drive  
#1120  
Oxnard, CA 93036  
Phone: 805-983-1558  
Fax: 805-983-7249

**Subject:** CCD 020 - Field Modifications of Outdoor Walkway Canopy Steel

---

Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

### Description of Change:

---

Per the request of the general contractor and CCD 020, Ironman, Inc. will proceed with the added work as indicated in the attached backup documents.

Total cost of this COR: \$4,028.86

---

The change will cause an increase of \$4,028.86 to the contract amount.

A signature below indicates acceptance of all changes shown herein.

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
*Ore Dagan*  
Ironman, Inc.



Ironman, Inc.  
 20555 Superior Street  
 Chatsworth, CA 91311  
 Phone: 818.341.0980

Job Name: **Rose K-5**  
 Address: 220 S. Driskill St.  
 Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185  
 IMN COR # **24**  
 BBC PCO #:

Attn: Rafael Alamillo

Date: **8/24/2023**

**Ironman CO #024 R1 - CCD 020 - Field Modifications to Exterior Walkway Canopy**

ACTIVITY DESCRIPTION	Detail	DATA		Detailing				Shop Labor				Field Labor				Foreman Labor			
		Qty.	Unit	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total
<b>Added Work:</b>																			
- Field Modifications to Exterior Walkway Canopy		<del>1.0</del>	EA	<del>3.00</del>	3	\$ 88.00	\$ 264	6.00	6	\$ 83.00	\$ 498	3.00	3	\$ 134.00	\$ 402	1.00	1	\$ 143.76	\$ 144
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -
<b>Totals:</b>					<b>3</b>		<b>\$264</b>		<b>6</b>		<b>\$498</b>		<b>3</b>		<b>\$402</b>		<b>1</b>		<b>\$144</b>

**NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)**

FOR CCD 020: ~~ADDED THREE DETAILING HOURS TO UPDATE OUR SHOP DRAWINGS ACCORDINGLY.~~ ADDED SIX SHOP HOURS TO FABRICATE THE ADDED C-CHANNEL AT EDGE NEAR BLDG. B. ADDED FOUR FIELD HOURS (FOUR MEN, ONE HOUR) TO INSTALL THE ADDED CHANNEL.

Remove Detailing Hours

[MAIN PAGE](#)

		TOTAL Costs
Overhead Cranes (No Charge)	\$0.00	\$0.00
Flame Cutting System (\$.74/Hr.)	\$0.00	\$0.00
Propelyne (\$8.45/Lb.)	\$0.00	\$0.00
Oxygen (\$1.45/Lb.)	\$0.00	\$0.00
Wire Brushes (\$4.39 ea.)	\$0.00	\$0.00
Wire Cups (\$28.59 ea.)	\$0.00	\$0.00
Grinder Wheels (\$6.19 ea.)	\$0.00	\$0.00
<del>Ford F550 (\$45.20/Hr.) RIG</del>	<del>\$361.60</del>	<del>\$361.60</del>
Welding Wire (\$6.63/Lb.)	\$0.00	\$0.00
Welding Rod (\$8.16/Lb.)	\$0.00	\$0.00
Magnetic Drill (\$32.16/Hr.)	\$0.00	\$0.00
Compressor (\$8.76/Hr.)	\$0.00	\$0.00
LN-25 Wire Feeder (\$11.12/Hr.)	\$0.00	\$0.00
TOTAL Costs for 1 Field Days	\$361.60	\$361.60

Remove Truck expense.  
Improper cost.



Forklift and Scissor Lift should already be on-site for the other canopy work.  
Clarify if this is hourly or daily rate.

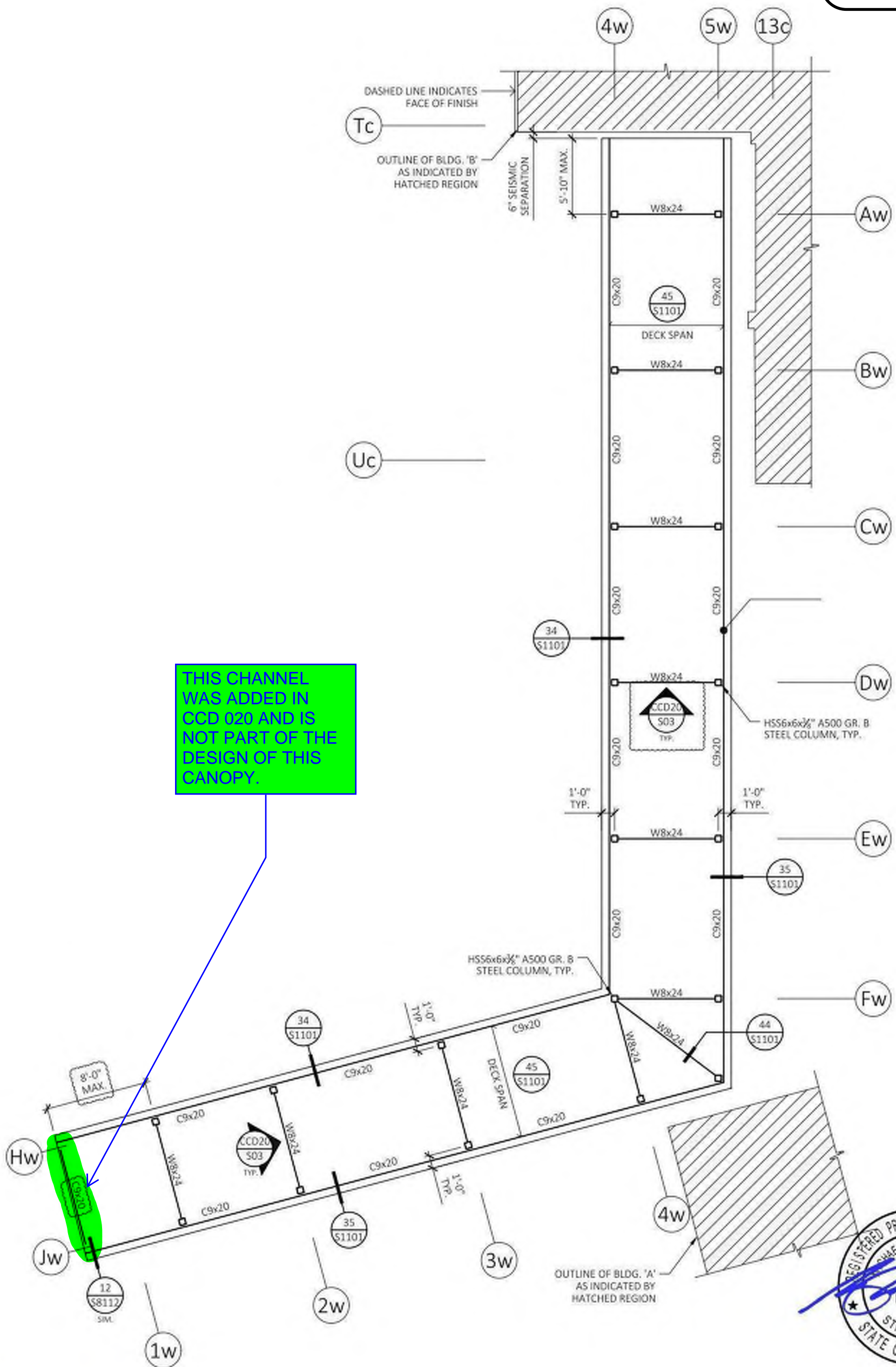
[MAIN PAGE](#)

Site Equipment - Forklift  
Site Equipment - Scissor Lift  
Steel Channel  
Delivery

QTY	SHOP	FIELD	TOTAL Costs
1	\$0.00	\$475.00	\$475.00
2	\$0.00	\$275.00	\$550.00
1	\$459.00	\$0.00	\$459.00
1	\$0.00	\$350.00	\$350.00
			\$1,834.00



APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 03/06/2023



THIS CHANNEL  
 WAS ADDED IN  
 CCD 020 AND IS  
 NOT PART OF THE  
 DESIGN OF THIS  
 CANOPY.



DATE SIGNED:  
 02.10.23

**IBI**  
 ARCHITECTURE PLANNING  
 Los Angeles  
 537 South Broadway, Suite 500  
 Los Angeles, California 90013

**ARCHITECT**  
 RICHARD BELLO  
 NO. C-18079  
 REN 10/23  
 STATE OF CALIFORNIA

<b>EXTERIOR CANOPY ROOF FRAMING PLAN</b>			DATE 02/10/23
<b>ROSE AVENUE K-5 SCHOOL</b>			OXNARD CA
<b>OXNARD SCHOOL DISTRICT</b>			
PROJECT NO. 109990	DSA FILE NO. 66-22	DATE 02/10/23	REFERENCE SHEET NO. 33/S1101
PROJECT NO. 109990	DSA APP. NO. 03-119284	DATE 02/10/23	
			<b>CCD20 S02</b>

<b>Contingency</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (CDR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Contingency Request #: 126  Date: 10-18-2023
--	--



TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 134 - CDR 126 - RFI 319 Bldg B - Stucco Cracks  Provide labor, materials and equipment for the following per Field Observation No. 06, Item #1: - Provide vertical Control Joint approximate 4'-0" from center control joint. Patch and repair plaster to match adjacent finish. - Provide vertical control joint at same distance to the right of center control joint, for symmetry. Patch and repair plaster to match adjacent finish.	\$ 8,333.49
---	-------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty  By: <u></u> Date: <u>2023-10-18</u>	ARCHITECT IBI Group  By: <u></u> Date: <u>12/01/2023</u>	PROGRAM MANAGER CFW Group, Inc.  By: _____ Date: _____
---	---	--

OWNER - Oxnard School District                      By : \_\_\_\_\_                      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	10-18-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	134
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 134 - CDR 126 - RFI 319 Bldg B - Stucco Cracks

Provide labor, materials and equipment for the following per Field Observation No. 06, Item #1:

- Provide vertical Control Joint approximate 4'-0" from center control joint. Patch and repair plaster to match adjacent finish.
- Provide vertical control joint at same distance to the right of center control joint, for symmetry. Patch and repair plaster to match adjacent finish.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A:</b>	<b>\$ -</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Premier Drywall	\$	8,333.49	
		<b>Subtotal B:</b>	<b>\$ 8,333.49</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C:</b>	<b>\$ -</b>
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.5%</b>			
		<b>Subtotal E:</b>	
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>8,333.49</b>

The request could potentially increase the milestones and/or contract time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)

Signature

2023-10-18

Date



Division of Pre Con Industries, Inc  
PO Box 5728

Toll Free: 1800.928.6650  
Direct: 805.928.3397  
Fax: 805.928.0977

License #809679

# Change in Plans and Specifications

To: Rafael Alamillo

Company: Balfour Beatty

Fax:

From: James Pedretti

Date:

4/13/2023

Project: Rose Avenue K-5 School

Page:

2

CE#33	<p>Description Of Work: Per RFI # 319 response, Tarlton proposes to patch the stucco at East face of B Building with 2 expansion joints equally spaced from center in order to address the structural stucco crack issue. We want to stress that this crack is a structural issue and not a constructability issue. We have attached a letter from Tarlton which says in their expert opinion the crack was a structural issue. Additionally, we framed the parapet and adjacent walls per plans and specs and the IOR verified this throughout the entire process. The W30x90 beam that the parapet is directly attached to is 50 feet long and as such is sure to have a bit of flex built into it for seismic/movement considerations. Detail 3/A4011B shows everything that is attached to this beam. Because the Beam is the controlling stiffness for the parapet, the cantilevered metal overhang and that portion of the low roof, it is understandable that the beam may have flexed enough to cause the plaster to crack. We believe that now that the roof is loaded and everything adjacent is completed, the additional control joints should adequately address any future movement.</p>
-------	--

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

Tarlton RCO	\$	<b>7,246.51</b>
Materials & Equip:	\$	-
Overhead/Profit 15%:	\$	<b>1,086.98</b>

<b>Total Amount:</b>	\$	<b>8,333.49</b>
----------------------	----	-----------------

**\*Please sign and fax back to continue with material order\***

For which an add of \$ **8,333.49** is made to contract price and an additional (4) work day(s) is added to scope.

CHANGE AUTHORIZED BY:

Signed \_\_\_\_\_

Dated \_\_\_\_\_

**CONFIDENTIAL**





# REQUEST FOR CHANGE ORDER

Ref.# CO-04279

GC #

Date Apr 12, 2023

Job # 14-01247

**To: PREMIER DRYWALL**

P.O. BOX 5728  
 725 E.OAK STREET, 93454  
 SANTA MARIA, CA 93456  
 Phone: (805) 928-3397 Fax: (805) 928-0977  
**Contact: alex @ balfour beatty**

**Project: Oxnard SD Rose Ave. ES Reconstruction (PV**

220 South Driskill St.  
 Oxnard, CA 93030

**Contact: Jim Pedretti**

Description: CRACK REPAIRS DUE TO BUILDING MOVEMENT

Labor	# of Men	Qty Hrs	Total Hrs	Rate	Total
Lath/DEMO	2	16.00 Hrs	32.00	99.00	\$3,168.00
Plaster	3	8.00 Hrs	24.00	99.00	\$2,376.00
<b>Total Labor</b>					<b>\$5,544.00</b>

Material	Size	Quantity UOM	Unit Price	Total
QUICKRETE FASTSET STUCCO MIX	50 LBS.	10.00 SACK	28.52 SACK	\$285.20
LATH MATERIALS	38 3/8" X 150'	1.00 ROLL	150.00 ROLL	\$150.00
LAHABRA EXT STUCCO COLOR COAT	16/20 MESH	4.00 SACK	14.89 SACK	\$59.56
<b>Total Material</b>				<b>\$494.76</b>

**Subtotal for Detail \$6,038.76**

**Notes: THIS IS FOR ADDING 2 CONTROL JOINTS TO AID IN THE PLASTER CRACKING DUE TO THE BUILDING MOVEMENT.**

**AUTHORIZED BY:**  
**ON BEHALF OF: PREMIER DRYWALL**  
**PROJECT MANAGER: Scotty Wilhite**  
**ESTIMATOR: Gary D. Schenk**

<b>Labor Total:</b>	<b>\$5,544.00</b>
<b>Material Total:</b>	<b>\$494.76</b>
<b>Sub Trade Total:</b>	<b>\$0.00</b>
<b>Cleanup Total:</b>	<b>\$0.00</b>
<b>Equipment Total:</b>	<b>\$0.00</b>
<b>Misc. Total:</b>	<b>\$0.00</b>
<b>Sub Total:</b>	<b>\$6,038.76</b>
<b>Mark Up:</b>	<b>\$1,207.75 20.00%</b>

<b>Total:</b>	<b>\$7,246.51</b> +Applicable Taxes
---------------	-------------------------------------

**From:** [Scott Wilhite](#)  
**To:** [Jim Pedretti](#)  
**Cc:** [Marcos Martinez](#)  
**Subject:** crack repairs  
**Date:** Tuesday, March 28, 2023 9:43:00 AM

---

Jim;

After looking into the crack on building B, it is due to structural movement. It appears the framing and iron are all in per plan as is the plaster system. Not sure as to of when the roof was loaded in relation to the plaster cracking or if it is due to the thermal movement difference of the iron and framing in relation to the plaster. What is apparent is that the movement was excessive enough to break both the lath and the black paper behind it.

Thanks,

**Scotty Wilhite**  
*Project Manager*



3562 S. Elm Avenue    Fresno, CA 93706  
**Office 559-486-0584**    Fax 559-486-0511  
Ext 117    Cell 559-836-2447  
*please visit our website:* [www.tarltonandson.com](http://www.tarltonandson.com)

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Building B Stucco Crack(s)

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Rafael Alamillo (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	03/28/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING B	<b>DUE DATE:</b>	04/05/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	Yes (Unknown) <span style="border: 1px solid red; padding: 2px;">There should be no schedule impact</span>
<b>COST IMPACT:</b>	Yes (Unknown) <span style="border: 1px solid red; padding: 2px;">Clarify what is the Cost Impact</span>	<b>SPEC SECTION:</b>	09 24 00 - Portland Cement Plaster
<b>DRAWING NUMBER:</b>	3/A3001B	<b>REFERENCE:</b>	IBI's Field Observation Report 06, date March 8, 2023

**LINKED DRAWINGS:**

**RECEIVED FROM:** Jim Pedretti (Pre Con Industries (Santa Maria))

**COPIES TO:**

Rafael Alamillo (Balfour Beatty), Alex Garcia (Balfour Beatty), Ivan Hurtado Vazquez (Balfour Beatty), David Reyes (Balfour Beatty)

**Question from Rafael Alamillo (Balfour Beatty) at 07:09 PM on 03/28/2023**

Building B, East Side, Above the Canopy overhang, cracks have developed above and below the the steel overhang. It was also noted on IBI's Field Observation(FO) #06, Item #1, dated March 8, 2023. Tarlton the stucco contractor has indicated that some possible crack factors maybe a result of loads and or movement imposed by the steel structure and components, such as the canopy and the storefront below. IBI's FO #06, Item #1 suggests a proposed fix and the addition of control joints. Please have the Structural Engineers review this condition and provide direction if BB is to follow FO #06 or provide new direction.

**Attachments:**

[70060927602\\_40ECF32C-1791-4014-BC02-31969D336BE4.jpg](#) [70060499015\\_29BC8738-AB3D-4D6D-A305-FA177CD1A6AE.jpg](#)  
[FieldObservationReport 06 - Site Walk.pdf](#)

Awaiting an Official Response

**All Replies:**

Please follow proposed recommendation from Field Observation Report 06.

Ruben R.  
 Arcadis-IBI  
 04/10/2023

BY

DATE

COPIES TO





Resistive Barrier  
Type 1  
Fiberglass  
Trade Name  
VFC  
USA





<b>PROJECT:</b>	<b>PROJECT:</b> Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	<b>Field Observation No.:</b>	Six (006)
<b>OWNER:</b> (name address)	Oxnard School District 1051 South A St. Oxnard, CA 93030	<b>DATE:</b>	March 8, 2023
<b>CONTRACTOR:</b> (name address)	Balfour Beatty Const, LLC 13520 Evening Creek Drive North, Suite 270 San Diego, California 92128	<b>ARCHITECT:</b>	Arcadis-IBI Group 4119 Broad St. Suite 210 San Luis Obispo, CA 93401
		<b>PROJECT NO.:</b>	

<b>ATTENDING:</b>	Tim Hoyt (IOR) Rick Ostrander (CFW) Alex Garcia (Balfour Beatty) Ruben Ruiz (Arcadis / IBI)	<b>COPIES TO:</b>	File
-------------------	--	-------------------	------

**WEATHER:** Sunny / Time 11:00 am.

**Observation:**

**Building B – Exterior Plaster:**

- We reviewed the exterior plaster at Building B – East Elevation.

**Observation:**

- A noticeable crack has developed above the entrance of Building B. Reason-unknown.
- Proposed solution suggest by Balfour Beatty and Sub-Contractor is to provide a vertical control joint at this location. (Approximate 4'-0" from center control joint).

**Proposed Direction:**

- Provide vertical Control Joint approximate 4'-0" from center control joint. Patch and repair plaster to match adjacent finish.
- Provide vertical control joint at same distance to the right of center control joint, for symmetry. Patch and repair plaster to match adjacent finish.



Proposed Direction:  
Provide Control Joint at vertical cement plaster crack.  
To keep symmetry, provide control joint on right side of center control joint.



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-6-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	259
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 259 - CDR 136 R1 - RFI 483 Exterior Canopy Downspout Paint

Provide labor, material, and equipment to paint the downspouts at the exterior canopy per RFI 483 dated 10/20/23.

\*Cost related to gutter detail and downspout detail will be submitted in the future

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
CAM Painting	\$	1,440.63	
		<b>Subtotal B: \$</b>	<b>1,440.63</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.5%</b>			
		<b>Subtotal E:</b>	
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>1,440.63</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 Print Name & Title (General Contractor)

  
 Signature

2024-02-06  
 Date



# CAMPainting, Inc.

License: 710805  
DIR: 1000000989

2/6/2024

Subject: **Change Order RFI 483**  
Project: Rose Ave ES Reconstruction.  
Bid Package: Painting  
Owner: Oxnard School District  
Submitted To: Balfour Beauty  
Rafael Alamillo

## Description of Work:

	Hourly Rate	Hours	Total	
Perform painting work per RFI 483	\$ 77.52	16	\$ 1,240.32	
			\$ 1,240.32	Total Labor

A) Total Labor + Materials = \$ 1,240.32

B) Bonds 1% = \$ 12.40

C = A+B = \$ 1,252.72

D = C\*15% = \$ 187.91

F = D+C = \$ 1,440.63

Grand Total: \$ 1,440.63

29 Hackamore Lane,  
Bell Canyon, CA 91307

Phone: 818-716-7410 Fax: 818-716-7443  
Email: [campainting@sbcglobal.net](mailto:campainting@sbcglobal.net)



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	10-27-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	259
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 259 - CDR 136 - RFI 483 Exterior Canopy Downspout Paint

Provide labor, material, and equipment to paint the downspouts at the exterior canopy per RFI 483 dated 10/20/23.

\*Cost related to gutter detail and downspout detail will be submitted in the future

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
CAM Painting	\$	1,731.00	
		<b>Subtotal B: \$</b>	<b>1,731.00</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.5%</b>			
		<b>Subtotal E:</b>	
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>1,731.00</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2023-10-27

Date





# CAM Painting, Inc.

License: 710805  
DIR: 1000000989

10/23/2023

Subject: **Change Order RFI 483**  
Project: Rose Ave ES Reconstruction.  
Bid Package: Painting  
Owner: Oxnard School District  
Submitted To: Balfour Beauty  
Rafael Alamillo

Remove Out of Town expenses

### Description of Work:

	Hourly Rate	Hours	Total	
Perform painting work per RFI 483	\$ 77.52	16	\$ 1,240.32	
			\$ 1,240.32	Total Labor
<del>Out of Town Expenses \$100 per day 1 employee</del>			<del>\$ 100.00</del>	<del>Out of town labor expenses</del>

### Material

- A) Total Labor + Materials = \$1,490.32
- B) Bonds 1% = \$14.90
- C = A+B = \$1,505.22
- D = C\*15% = \$225.78
- F = D+C = \$1,731.00

Grand Total: \$1,731.00

\$ 150.00

Provide back-up documentation (Receipts) for material charges.

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Exterior Canopy Downspout & Gutter Details

<b>TO:</b>	Ruben Ruiz (Arcadis) Linda Iversen (Arcadis)	<b>FROM:</b>	Ivan Hurtado Vazquez (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	10/04/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	EXTERIOR	<b>DUE DATE:</b>	10/11/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	No schedule impact.
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	TBD
<b>COST IMPACT:</b>	TBD	<b>SPEC SECTION:</b>	07 62 00 - Sheet Metal Flashing and Trim
<b>DRAWING NUMBER:</b>	No cost impact. Gutter and Downspout are part of scope	<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>	Fernando Chavez (Best Contracting Services (Gardena))		
<b>COPIES TO:</b>			

### Question from Ivan Hurtado Vazquez (Balfour Beatty) at 02:40 PM on 10/04/2023

Referencing plan sheet A1303 & RFI 297 (Exterior Canopy Elevations Clarification), No downspout or gutter detail was illustrated. Both items are called out for in keynotes 1303 & 1304 but include no details. Please reference the attached downspout detail if this is an acceptable design. If not, please provide a revised downspout detail and please provide a detail for the gutter on the canopy as well.

**Attachments:**

[Rose Ave. ES Downspout Canopy Detail.pdf](#)

Awaiting an Official Response

### All Replies:

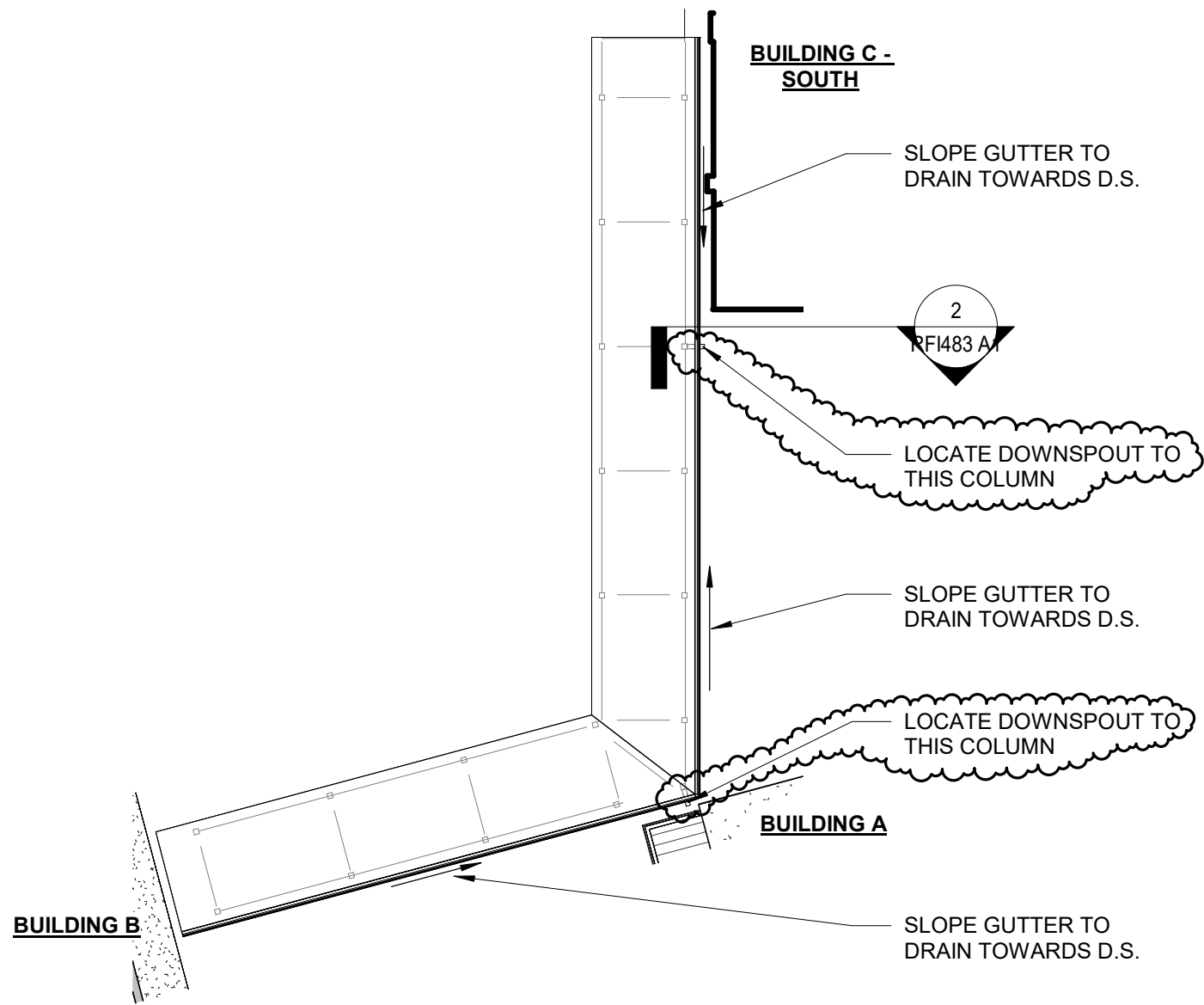
Refer to attached sketch RFI 483-A for attachment of gutter to metal deck, and downspout attachment to column.

Ruben R.  
 Arcadis-IBI  
 10/20/2023

BY

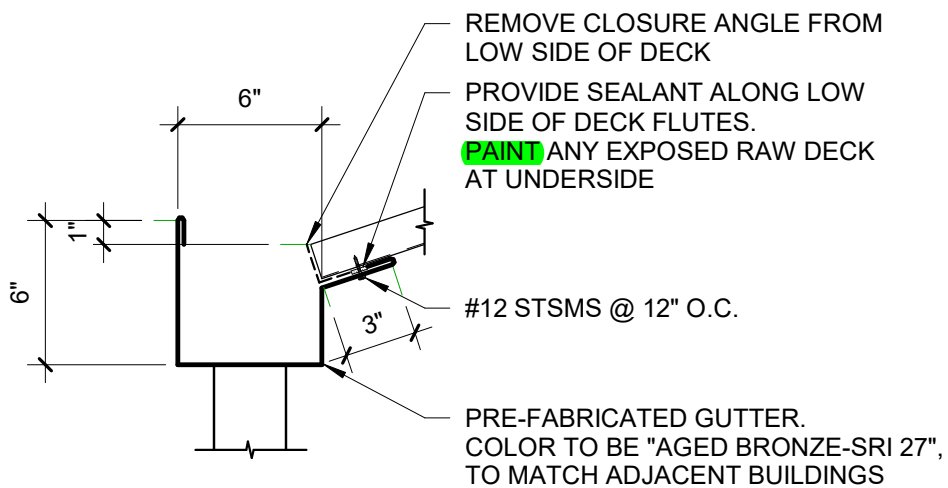
DATE

COPIES TO

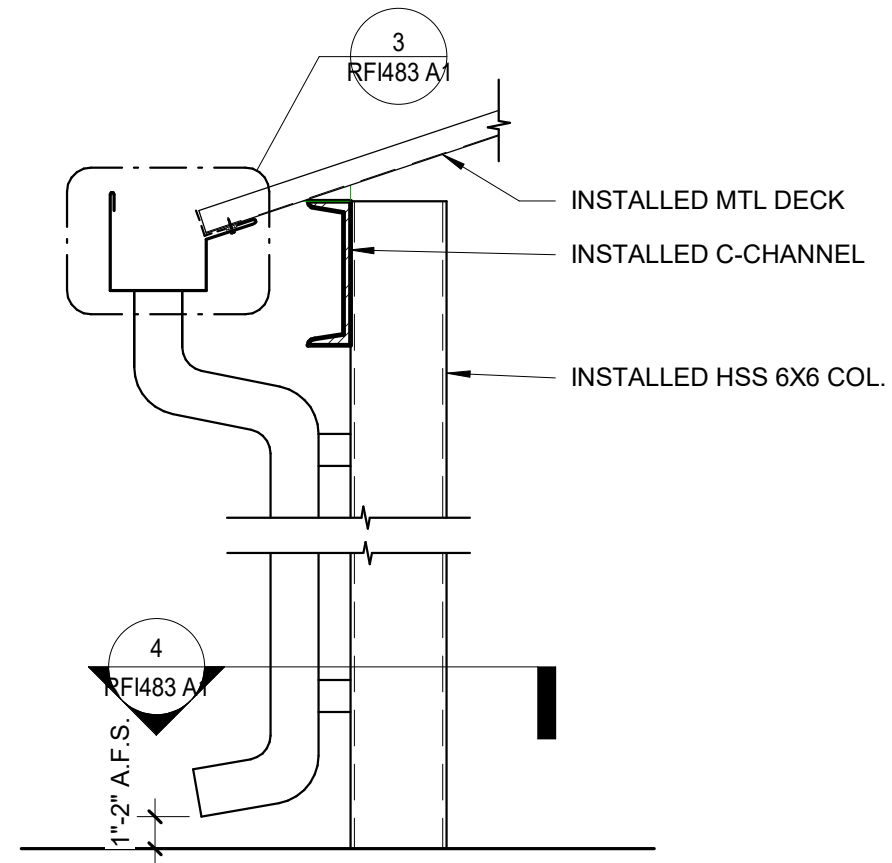


1 ENLARGED CANOPY ROOF PLAN  
1/16" = 1'-0"

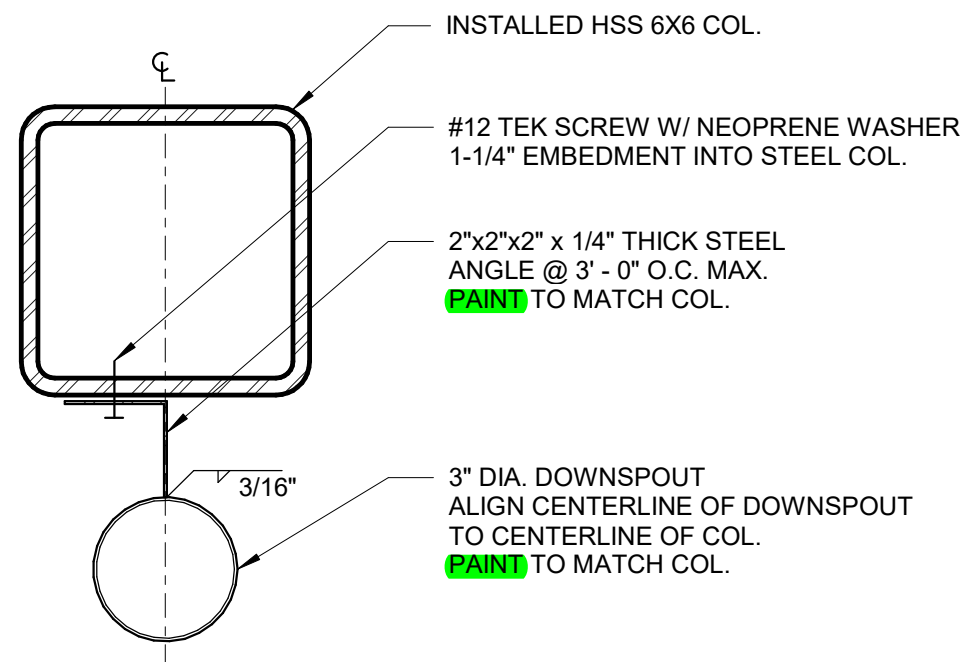
NOTE: BACKGROUND GRAPHICS NOT SHOWN FOR CLARITY.  
REFER TO SHEET A1303, FOR ADDITIONAL INFORMATION NOT SHOWN.



3 GUTTER ATTACHMENT @ COVERED CANOPY  
1 1/2" = 1'-0"



2 GUTTER & DOWNSPOUT @ COVERED CANOPY  
1" = 1'-0"



4 DOWNSPOUT ATTACHMENT @ COL  
3" = 1'-0"

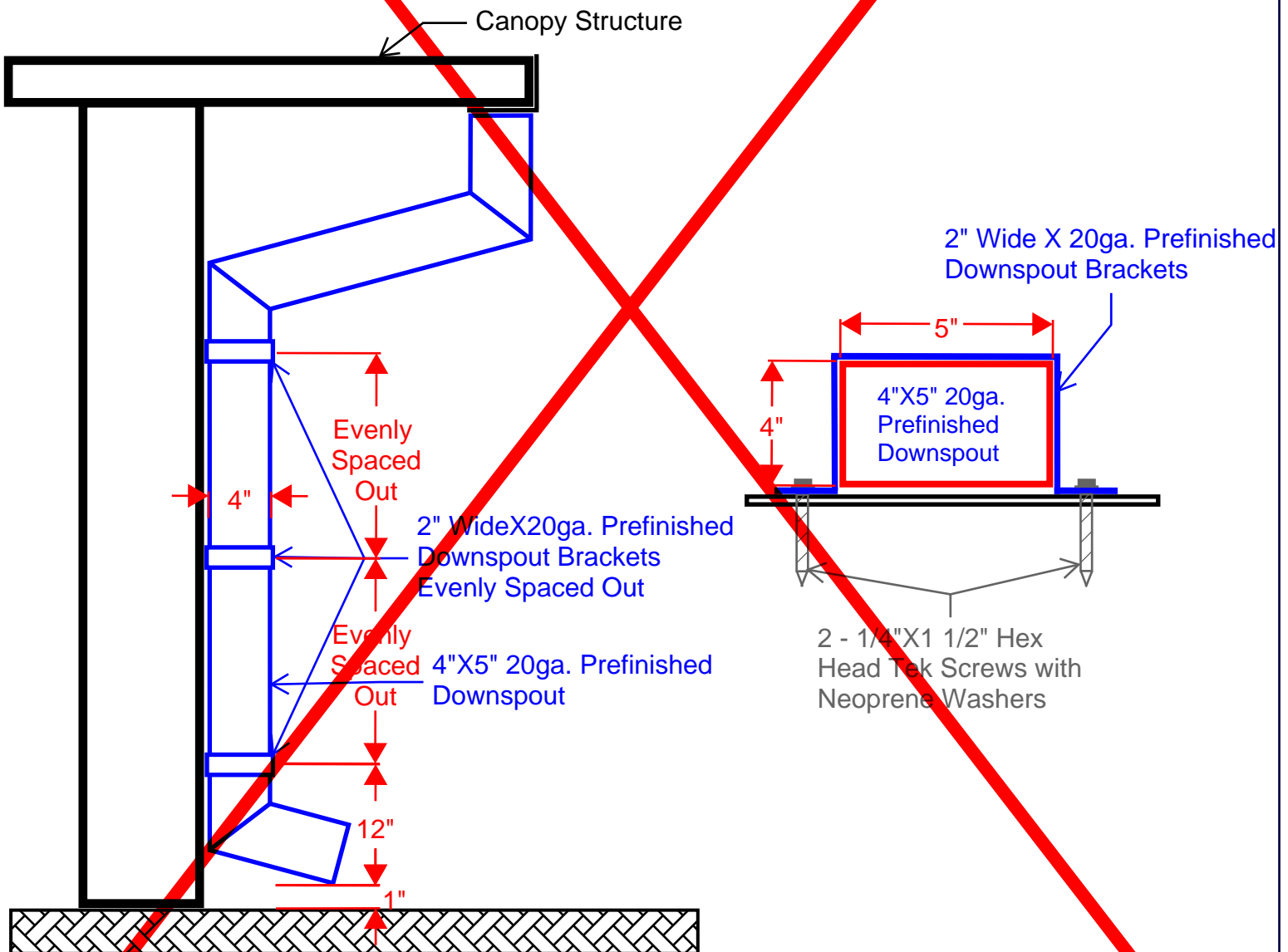
<b>COVERED CANOPY - GUTTER &amp; DOWNSPOUT ATTACHMENT</b>	DATE 10/16/2023	<b>RFI483 A1</b>
	OXNARD CA	
<b>ROSE AVENUE K-5 SCHOOL</b>	PROJECT NO. 109990	DSA FILE NO. 56-22
<b>OXNARD SCHOOL DISTRICT</b>	PROJECT NO. 109990	DSA APP. NO. 03-119284
<b>[ IBI ]</b>	Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016	
	995	



# Downspout Detail @ Canopy

Note:

1. Top of downspout shall be no more than 1/8" from the bottom of the gutter.
2. Downspout shall be 4"X5" 20ga. Prefinished.
3. Downspout brackets are to be 2" Wide X 20ga. Prefinished.
4. Downspout brackets shall not exceed 10'ft O.C. unless otherwise specified.
5. Downspout miters are to be riveted and sealed with sealant.



PROJECT NAME:	Rose Ave. Elementary	GAUGE: 20	COLOR: Aged Bronze
BEST JOB NO.:		TYPE: (PLS. CHECK)	<input type="checkbox"/> STAINLESS STEEL
TRACKING CODE:		<input type="checkbox"/> GALVANIZED	<input type="checkbox"/> BONDERIZED <input type="checkbox"/> ALUMINUM
PROJECT MANAGER:		<input type="checkbox"/> COPPER	<input type="checkbox"/> CLAD <input checked="" type="checkbox"/> OTHER
DRAWING NO.:		LENGTH _____	QTY _____



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-13-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	274
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 274 - CDR 137 R1 - RFI 475 Bldg C North 2nd Floor - Guard Rail Extension

Provide labor, material, and equipment to extend guardrail to close gap between the end of the guardrail and the face of the exterior wall on the second floor of Bldg C North per RFI 475.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Ironman (Labor)	\$	1,736.00	
Ironman (Material)	\$	612.01	
Ironman (O&P @ 15%)	\$	352.20	
		<b>Subtotal B: \$</b>	<b>2,700.21</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.8%</b>		<b>Subtotal E: \$</b>	<b>48.60</b>
		<b>Subtotal E: \$</b>	<b>48.60</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>2,748.81</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 Print Name & Title (General Contractor)

  
 Signature

2024-02-13  
 Date



Ironman, Inc.  
 20555 Superior Street  
 Chatsworth, CA 91311  
 Phone: 818.341.0980

Job Name: **Rose K-5**  
 Address: 220 S. Driskill St.  
 Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185  
 IMN COR # **034**  
 BBC PCO #:

Attn: Rafael Alamillo

Date: **2/9/2024**

**Ironman CO #034 R1 - RFI 475 - Added Steel Rail**

ACTIVITY DESCRIPTION	Detail	DATA		Detailing				Shop Labor				Field Labor				Foreman Labor			
		Qty.	Unit	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total
<b>Added Work:</b>																			
- Addition of Steel rail per RFI 475		1.0	EA	0.00	-	\$ 88.00	\$ -	8.00	8	\$ 83.00	\$ 664	8.00	8	\$ 134.00	\$ 1,072	0.00	-	\$ 143.76	\$ -
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -
<b>Totals:</b>					-		<b>\$0</b>		<b>8</b>		<b>\$664</b>		<b>8</b>		<b>\$1,072</b>		-		<b>\$0</b>

**NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)**

FOR RFI 475: ADDED FOUR DETAILING HOURS TO CAPTURE THE CHANGES AND CREATE OUR SHOP DRAWING FOR PRODUCTION (NO ERECTION DRAWING IS BEING MADE FOR THIS). ADDED EIGHT SHOP HOURS TO FABRICATE THE ADDED RAIL, GALVANIZED. ADDED EIGHT FIELD HOURS TO INSTALL THE ADDED RAIL (TWO MEN, FOUR HOURS EACH).



[MAIN PAGE](#)

Misc. Steel SQUARE Tube for Railing (Approx. 8 Ft.), PRE-GALVANIZED  
Delivery

QTY	SHOP	FIELD	TOTAL Costs
1	\$237.01	\$0.00	\$237.01
1	\$0.00	\$375.00	\$375.00
			\$612.01

Contingency

Draw

Request (CDR)

Owner	<input checked="" type="checkbox"/>	Oxnard School District
Architect	<input checked="" type="checkbox"/>	IBI Group
Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
PM	<input checked="" type="checkbox"/>	CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 137  
 Date: 11-17-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

Revise & Resubmit  
 - Remove Detailing Hours

The Contract is changed as follows:

<p>Ref. Cost Event 274 - CDR 137 - RFI 475 Bldg C North 2nd Floor - Guard Rail Extension</p> <p>Provide labor, material, and equipment to extend guardrail to close gap between the end of the guardrail and the face of the exterior wall on the second floor of Bldg C North per RFI 475.</p>	<p>\$ 3,160.90</p>
---	--------------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Flamillo      By: /      By: \_\_\_\_\_

Date: 2023-11-17      Date: /      Date: \_\_\_\_\_

OWNER - Oxnard School District

By : \_\_\_\_\_      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	11-17-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	274
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 274 - CDR 137 - RFI 475 Bldg C North 2nd Floor - Guard Rail Extension

Provide labor, material, and equipment to extend guardrail to close gap between the end of the guardrail and the face of the exterior wall on the second floor of Bldg C North per RFI 475.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	<b>-</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Ironman (Labor)	\$	2,088.00	
Ironman (Material)	\$	612.01	
Ironman (O&P @ 15%)	\$	405.00	
		<b>Subtotal B: \$</b>	<b>3,105.01</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.8%</b>		<b>Subtotal E: \$</b>	<b>55.89</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>3,160.90</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2023-11-17

Date

# IRONMAN

I N C O R P O R A T E D

Ironman, Inc.  
20555 Superior Street  
Chatsworth, CA 91311  
Phone: 818.341.0980  
Fax: 818.456.0112

Date : 10/24/2023

Page 1 of 1

**CO #: 34**

Job #: 185

Rose K-5

Job Location: Oxnard, CA

## Change Order Request

---

**To: Filbert Carbajal**  
Balfour Beatty  
300 E. Esplanade Drive  
#1120  
Oxnard, CA 93036  
Phone: 805-983-1558  
Fax: 805-983-7249

**Subject:** RFI 475 - Added Guardrail Extension

---

Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

### Description of Change:

---

Per the request of the general contractor and RFI Response 475, Ironman, Inc. will proceed with changes as indicated in the attached backup documents.

Total cost of this COR: \$3,160.90

---

The change will cause an increase of \$3,160.90 to the contract amount.

A signature below indicates acceptance of all changes shown herein. Any work associated with this change will begin upon receipt of a signed copy of this C.O. in our office.

\_\_\_\_\_  
Accepted By

*Ore Dagan*  
\_\_\_\_\_  
Ironman, Inc.

# Ironman, Inc.

## Structural Steel Fabrication & Erection

20555 Superior Street  
 Chatsworth, CA 91311  
 Phone (818) 341-0980 Fax (818) 341-3485

**DATE:** October 24, 2023

**FOR:** Balfour Beatty  
 Rose K-5

Ironman CO #034 - RFI 475 - Added Steel Rail

DESCRIPTION	HOURS	RATE	AMOUNT
<u>Shop Labor</u>	8.00	83.00	\$ 664.00
<u>Field Labor Ironworker</u>	8.00	134.00	\$ 1,072.00
<u>Field Labor Foreman</u>	0.00	143.76	\$ -
<del><u>Detailing</u></del>	<del>4.00</del>	<del>88.00</del>	<del>\$ 352.00</del>
<u>Equipment</u>	NA	NA	\$ -
<u>Materials/Rentals</u>	NA	NA	\$ 612.01
<u>Engineering</u>	-----	-----	\$ -
			\$ -
			\$ -
			\$ -

Remove Detail hours

THIS COR IS FOR THE ADDED STEEL RAIL PER RFI RESPONSE 475. SEE ATTACHED SKETCHES AND BREAKDOWN OF COSTS FOR FURTHER INFORMATION.

SUBTOTAL	<b>\$ 2,700.01</b>
OH/P Margin	15%
OH/P Amount	\$ 405.00
Cost of Bond (1.8%)	\$ 55.89
<b>TOTAL</b>	<b>\$ 3,160.90</b>

Ironman, Inc.  
 20555 Superior Street  
 Chatsworth, CA 91311  
 Phone: 818.341.0980

Job Name: **Rose K-5**  
 Address: 220 S. Driskill St.  
 Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185  
 IMN COR # **034**  
 BBC PCO #:

Attn: Rafael Alamillo

Date: **10/24/2023**

**Ironman CO #034 - RFI 475 - Added Steel Rail**

ACTIVITY DESCRIPTION	Detail	DATA		Detailing				Shop Labor				Field Labor				Foreman Labor			
		Qty.	Unit	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total
<b>Added Work:</b>																			
- Addition of Steel rail per RFI 475		<del>1.0</del>	EA	<del>4.00</del>	4	\$ 88.00	\$ 352	8.00	8	\$ 83.00	\$ 664	8.00	8	\$ 134.00	\$ 1,072	0.00	-	\$ 143.76	\$ -
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -
<b>Totals:</b>					<b>4</b>		<b>\$352</b>		<b>8</b>		<b>\$664</b>		<b>8</b>		<b>\$1,072</b>		<b>-</b>		<b>\$0</b>

**NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)**

FOR RFI 475: ADDED FOUR DETAILING HOURS TO CAPTURE THE CHANGES AND CREATE OUR SHOP DRAWING FOR PRODUCTION (NO ERECTION DRAWING IS BEING MADE FOR THIS). ADDED EIGHT SHOP HOURS TO FABRICATE THE ADDED RAIL, GALVANIZED. ADDED EIGHT FIELD HOURS TO INSTALL THE ADDED RAIL (TWO MEN, FOUR HOURS EACH).

Remove Detailing hours

[MAIN PAGE](#)

Misc. Steel SQUARE Tube for Railing (Approx. 8 Ft.), PRE-GALVANIZED  
Delivery

QTY	SHOP	FIELD	TOTAL Costs
1	\$237.01	\$0.00	\$237.01
1	\$0.00	\$375.00	\$375.00
			\$612.01

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Building C North 2nd - Guard Rail Extention

<b>TO:</b>	Ruben Ruiz ( <b>Arcadis</b> ) Linda Iversen ( <b>Arcadis</b> )	<b>FROM:</b>	Ivan Hurtado Vazquez ( <b>Balfour Beatty</b> ) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	09/25/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C NORTH>FLOOR 2	<b>DUE DATE:</b>	10/02/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	TBD	<b>SPEC SECTION:</b>	05 50 00 - Metal Fabrications
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>	Ore Dagan ( <b>Ironman (Chatsworth)</b> )		
<b>COPIES TO:</b>			

### Question from Ivan Hurtado Vazquez (Balfour Beatty) at 03:11 PM on 09/25/2023

Please reference the following design details: Det. 3/A3001C; Det. 4/A3002C; Sheet A2323C at Collaboration Space. The steel guardrail at the northeast corner of the Collaboration Space has a large gap between the end of the guardrail and the face of the exterior wall. Per the above-referenced design details, the guardrail ends at the north face of the steel column. This leads to a gap of more than 4" between the finish wall and the guardrail. Please advise on how to proceed with the current field condition. It is suggested to weld a small extension to the existing guardrail with two short horizontal members and a vertical member "u"-shaped. Another suggestion is to weld a similar "u"-shaped rail to the steel column. Since this is an expansion area, please advise how far away from the finish wall of the North building the steel rail shall terminate.

**Attachments:**

[Building C North 2nd - Rails Expansions.jpg](#) [Building C North 2nd - Rails Expansions 2 .jpg](#)

Awaiting an Official Response

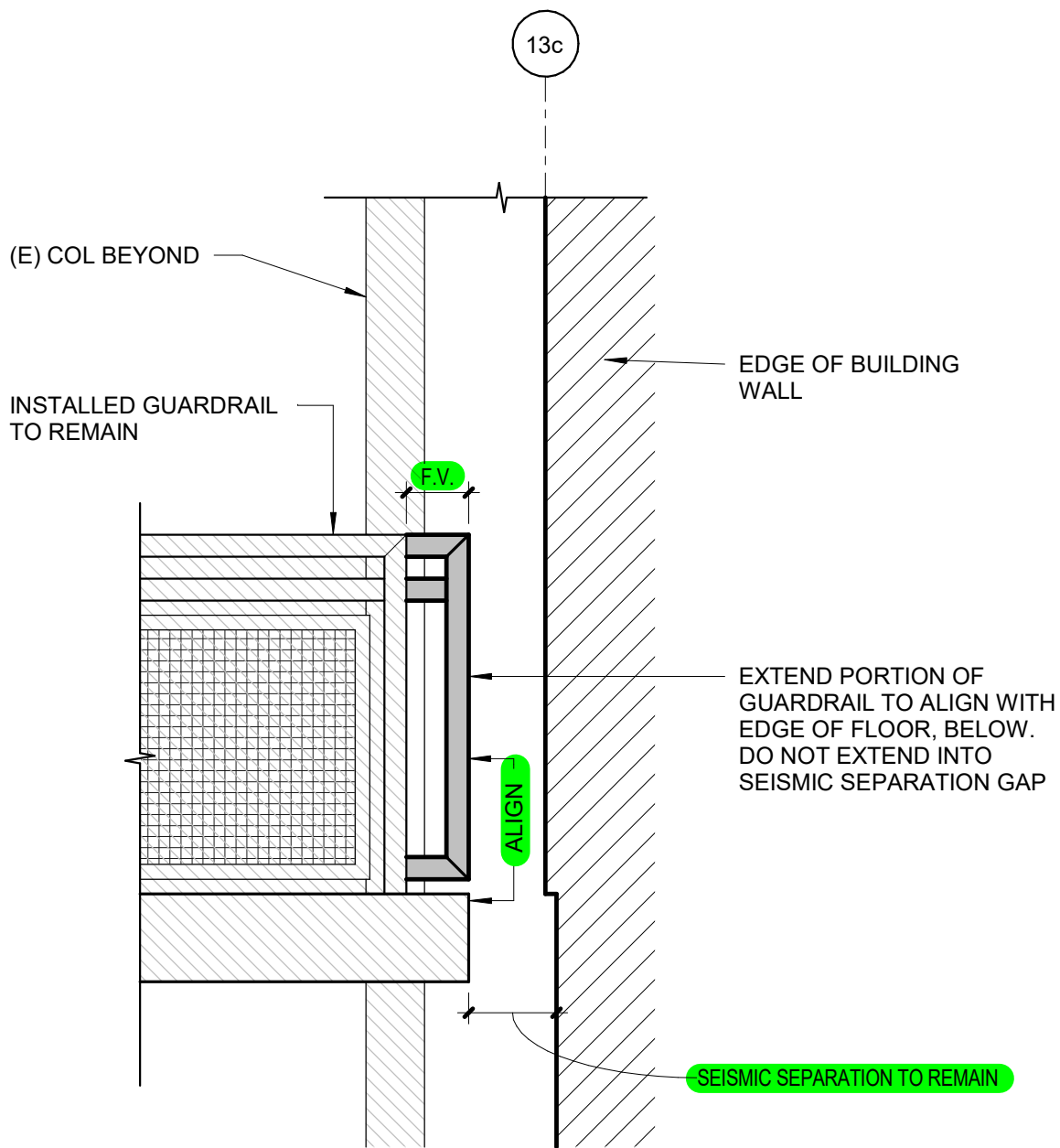
### All Replies:

Per discussion in RFI meeting on 10/09/2023, extend guardrail towards building, to align with floor edge.  
 See sketch RFI475-A1, attached.


Ruben R.  
 Arcadis - IBI  
 10/10/2023

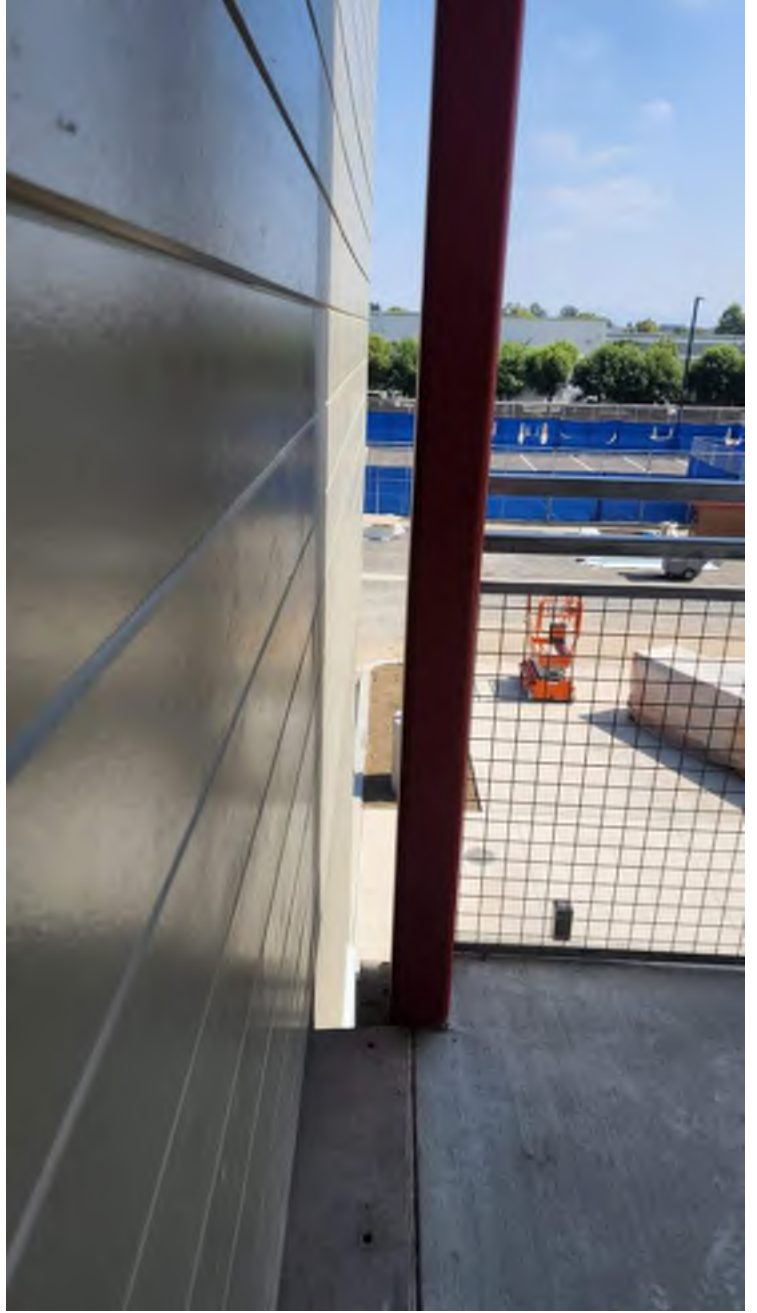
BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_





1 GUARDRAIL EXTENSION  
1" = 1'-0"

  <b>Los Angeles</b> 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016	<b>GUARDRAIL EXTENSION</b>			DATE 10/10/2023
	<b>ROSE AVENUE K-5 SCHOOL</b>			
	<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>RFI475</b> <b>A1</b>
	PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO. RFI 475	
	DSA APP. NO. 03-119284			





## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-6-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	280
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 280 - CDR 141 R1 - East Parking Lot - Additional Temp Fence for Security

Due to the unapproved Offsite Improvement package, the Eat Parking Lot had to be re-sequence and could not be complete until the Fire Line and hardscape/pavement are complete. Additional perimeter fencing was required to secure the Teachers' Parking Lot at the finger planters.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Marina Landscape	\$	1,604.48	
		<b>Subtotal B: \$</b>	<b>1,604.48</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.5%</b>			
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>1,604.48</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2024-02-06

Date

# DAILY EXTRA WORK REPORT

Sub: MLI Bill: 17.0 Job: 172146 \$1,604.48

## OXNARD SCHOOL DISTRICT

Contractor Job: 172146 - ROSE AVE ES RECONSTRUCTION

Work Performed By: Marina Landscape, Inc. (For BALFOUR-BEATTY CONST INC)

Ticket No. **172146-009**  Signed

Description of Work: REMOVED TEMPORARY FENCE AND REINSTALLED TEMPORARY FENCE ON DIFFERENT AREA. ALL WORK IS PERFORMED ON TMN TICKET

Change Order	<b>002</b>
Billing Number	<b>17.0</b>
Report Date	10/26/2023
Perform Date	8/28/2023

### Labor Charges

Craft/Level	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01 FTR FTR	F Foreman	8.00			91.880			735.040
L02 LBR LBR	L Laborer,Journeyman	8.00			82.520			660.160

### Labor Charges

RT Labor	1,395.20
OT/DT Labor	0.00
Subtotal Labor	1,395.20
Subsistence	0.00
Other Expenses	0.00
MU 15.00%	209.28
<b>Labor Total</b>	<b>1,604.48</b>

### Equipment Charges

### Material Charges

Activity Total **1,604.48**

Work Total **1,604.48**

Bill Subtotal **1,604.48**

Bill Total + **1,604.48**

#### For Owner/Resident Engineer's Use Only

<input type="checkbox"/> New Bill	<input type="checkbox"/> Approved for Payment
<input type="checkbox"/> Resubmittal	<input type="checkbox"/> Returned for Correction

Date of Action:

Date Received:

## EXTRA WORK TICKET

**Date:** Monday, August 28, 2023  
**Job:** 172146 - ROSE AVE ES RECONSTRUCTION  
**Ticket #:** 172146-009  
**Date Performed:** Monday, August 28, 2023  
**Billed to:** Balfour Beatty  
**Location:** Rose elementary school, Oxnard, California  
**Cost Code:** 990200 C003 - Custom Activity  
**Premium Time:**   
**Description:** Removed temporary fence and reinstalled temporary fence on different area. All work is performed on a TNM ticket.

**Labor:**

QTY	DESCRIPTION	TOTAL HOURS PER MAN
1	Foreman	8.00
1	Laborer	8.00


**Equipment:**

EQUIPMENT	HOURS
<del>717.1 - FORD F250 LUIS VELASQUES</del>	<del>8.00</del>
<del>717.24 - 2017 F250 4x4 SERGIO RIVER SR</del>	<del>8.00</del>

**Materials:** [No materials]

As point of clarification,  
Truck charged removed.

**Clients:**

CLIENT	EMAIL	COMMENT	SIGNATURE
Clifton Tiger	Tclifton@balfourbeattyus.com		 8/28/2023 2:21:46 PM (PST)

*In accordance with California Public Contract Code 7204, customer agrees to pay within 60 days or agrees to pay interest as stipulated.*

**Files:** [No files]

**Nice Touch Reference #:**

**Memo:**

**Created by**  
SERGIO RIVERA

**Submitted by**  
SERGIO RIVERA

**Approved by**  
RAYMOND F DENNISON

**Processed by**



# CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	11-30-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	280
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 280 - CDR 141 - East Parking Lot - Additional Temp Fence for Security

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<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>		\$	-
		\$	-
		\$	-
	<b>Subtotal A:</b>	<b>\$</b>	<b>-</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Marina (Labor)	\$	1,855.62	
Marina (Equipment)	\$	607.20	
		<b>Subtotal B:</b>	<b>\$ 2,462.82</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C:</b>	<b>\$ -</b>
<b>D. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	<b>\$ -</b>
<b>E. Bond at 1.5%</b>			
		<b>Subtotal E:</b>	<b>\$ -</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>2,462.82</b>

**Subtotal A: \$ -**

**Subtotal B: \$ 2,462.82**

**Subtotal C: \$ -**

**Subtotal D: \$ -**

**Subtotal E: \$ -**

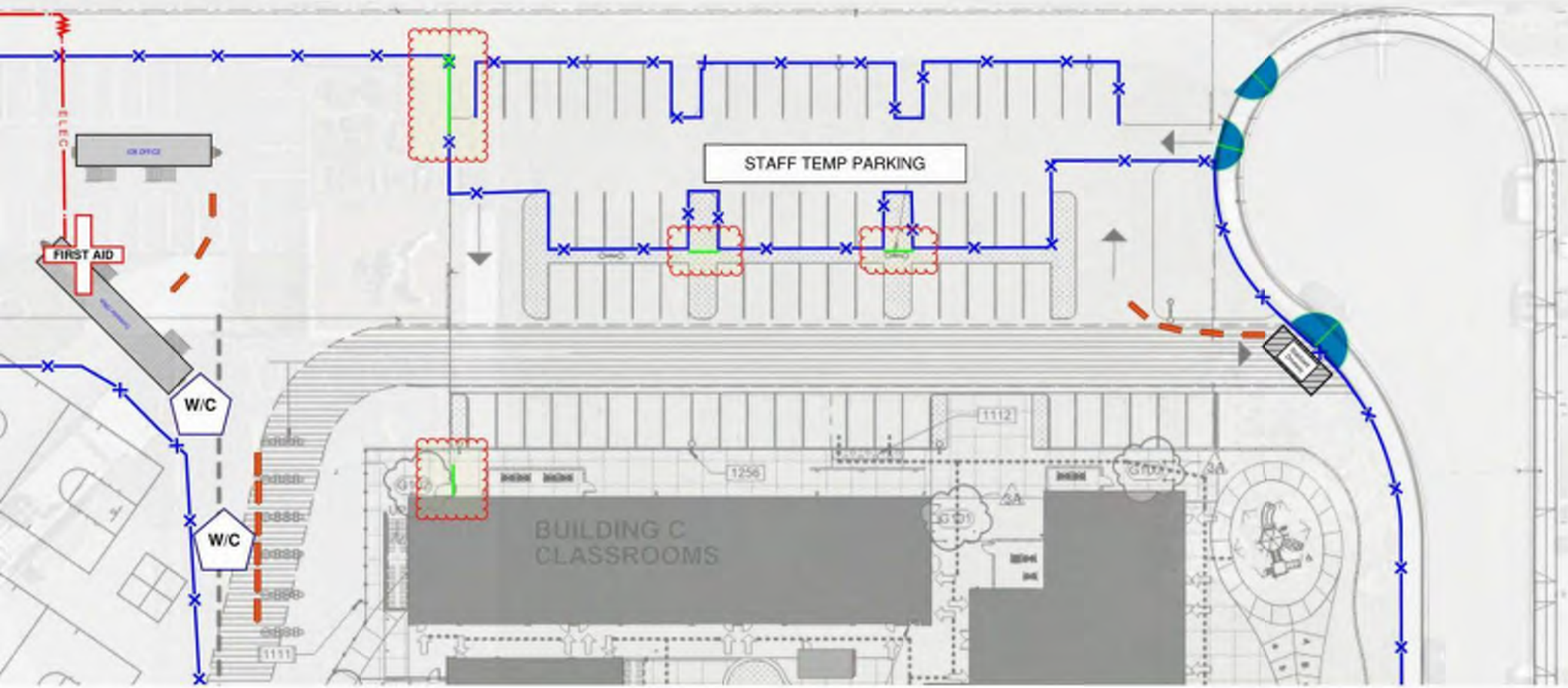
1,855.62  
607.20

See remarks

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty		2023-11-30
Print Name & Title (General Contractor)	Signature	Date





# DAILY EXTRA WORK REPORT

Sub: MLI Bill: 17.0 Job: 172146 \$2,462.82

## OXNARD SCHOOL DISTRICT

Contractor Job: 172146 - ROSE AVE ES RECONSTRUCTION

Work Performed By: Marina Landscape, Inc. (For BALFOUR-BEATTY CONST INC)

Description of Work: REMOVED TEMPORARY FENCE AND REINSTALLED TEMPORARY FENCE ON DIFFERENT AREA. ALL WORK IS PERFORMED ON TMN TICKET

Ticket No. **172146-009**  Signed

Change Order **002**  
 Billing Number **17.0**  
 Report Date **10/26/2023**  
 Perform Date **8/28/2023**

### Labor Charges

Craft/Level	Employee Name	RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended
L01 FTR FTR	F Foreman	8.00			91.880			735.040
L02 LBR LBR	L Laborer, Journeyman	8.00			82.520			660.160

### Equipment Charges

Equipment ID	Description	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
<del>E01 769.4</del>	<del>TRUCK T &amp; TT F550</del>	<del>8.00</del>		<del>30.000</del>			<del>240.000</del>
<del>E02 717.21</del>	<del>Truck T&amp;TT 12-20 F250 Ford</del>	<del>8.00</del>		<del>30.000</del>			<del>240.000</del>
<del>E03 ES</del>	<del>Fuel Surcharge</del>	<del>1.00</del>		<del>40.000</del>			<del>40.000</del>

### Labor Charges

RT Labor	1,395.20
OT/DT Labor	0.00

Subtotal Labor	1,395.20
Subsistence	0.00
Other Expenses	0.00
MU 33.00%	460.42
<b>Labor Total</b>	<b>1,855.62</b>

### Equipment Charges

Subtotal	528.00
MU 15.00%	79.20
<b>Equipment Total</b>	<b>607.20</b>

### Material Charges

Activity Total **2,462.82**

Work Total **2,462.82**

Bill Subtotal **2,462.82**

Bill Total + **2,462.82**

Remove Truck and Fuel charges.

Mark-Up exceeds permissible by contract. Please revise

#### For Owner/Resident Engineer's Use Only

New Bill     Approved for Payment

Date of Action:

Resubmittal     Returned for Correction

Date Received:

## EXTRA WORK TICKET

**Date:** Monday, August 28, 2023  
**Job:** 172146 - ROSE AVE ES RECONSTRUCTION  
**Ticket #:** 172146-009  
**Date Performed:** Monday, August 28, 2023  
**Billed to:** Balfour Beatty  
**Location:** Rose elementary school, Oxnard, California  
**Cost Code:** 990200 C003 - Custom Activity  
**Premium Time:**   
**Description:** Removed temporary fence and reinstalled temporary fence on different area. All work is performed on a TNM ticket.

**Labor:**

QTY	DESCRIPTION	TOTAL HOURS PER MAN
1	Foreman	8.00
1	Laborer	8.00


**Equipment:**

EQUIPMENT	HOURS
<del>717.1 FORD F250 LUIS VELASQUES</del>	<del>8.00</del>
<del>717.24 2017 F250 4x4 SERGIO RIVER SR</del>	<del>8.00</del>

Remove truck charges

**Materials:** [No materials]

**Clients:**

CLIENT	EMAIL	COMMENT	SIGNATURE
Clifton Tiger	Tclifton@balfourbeattyus.com		 8/28/2023 2:21:46 PM (PST)

*In accordance with California Public Contract Code 7204, customer agrees to pay within 60 days or agrees to pay interest as stipulated.*

**Files:** [No files]

**Nice Touch Reference #:**

**Memo:**

**Created by**  
SERGIO RIVERA

**Submitted by**  
SERGIO RIVERA

**Approved by**  
RAYMOND F DENNISON

**Processed by**

Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 156 R1  
 Date: 2-5-2024

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event 307 - CDR 156 R1 - QSP Inspections and Additional SWPPP Maintenance</p> <p>Provide site inspections to oversee SWPPP compliance and observe Best Management Practices (BMPs). NOAA weather monitoring, coordination with the construction site Superintendent and Quarterly non-stormwater visual inspections are included. Inspections will begin in the week following the change order being signed.</p> <p>Provide additional SWPPP maintenance (6 months)        (monthly visits shall not exceed 3 visits per month with one guy)        100 Poly sand bags installed only. Any additional materials will be an extra cost.</p>	<p>\$ 40,388.46</p>
--	---------------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Ramirez                      By: \_\_\_\_\_                      By: \_\_\_\_\_

Date: 2024-02-05                      Date: \_\_\_\_\_                      Date: \_\_\_\_\_

OWNER - Oxnard School District

By : \_\_\_\_\_                      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-5-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	307
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 307 - CDR 156 R1 - QSP Inspections and Additional SWPPP Maintenance

Provide site inspections to oversee SWPPP compliance and observe Best Management Practices (BMPs). NOAA weather monitoring, coordination with the construction site Superintendent and Quarterly non-stormwater visual inspections are included. Inspections will begin in the week following the change order being signed.

Provide additional SWPPP maintenance (6 months)  
(monthly visits shall not exceed 3 visits per month with one guy)  
100 Poly sand bags installed only. Any additional materials will be an extra cost.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A:</b>	<b>\$ -</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Marina Landscape, Inc.	\$	40,388.46	
		<b>Subtotal B:</b>	<b>\$ 40,388.46</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C:</b>	<b>\$ -</b>
<b>D. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.5%</b>		<b>Subtotal E:</b>	<b>\$ -</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>40,388.46</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2024-02-05

Print Name & Title (General Contractor)

Signature

Date

**CHANGE ORDER REQUEST # 01**

1900 S. Lewis St.  
Anaheim, CA 92805-6621

Phone: (714) 939-6600  
Fax: (714) 935-1199

**TITLE:** Additional QSP reports **DATE:** 12/26/2023

**PROJECT:** Rose Ave Elementary School **MLI JOB:** 172146

**TO:** Balfour Beatty

**ATTN:** Rafael Alamillo

[Ralamillo@BalfourBeattyus.com](mailto:Ralamillo@BalfourBeattyus.com)

Phone: (805) 983-1558 Cell: (805) 208-7462

**REQUEST**


Price is for each inspection. Weekly inspections will be billed at unit cost. If additional inspections are needed for pre-rain, during-rain and post-rain events, each report will be billed at the unit cost. NOAA weather monitoring, coordination with construction site Superintendent and Quarterly non-stormwater visual inspections are included. Inspections will begin the week following the change order being signed.

Item	Description	Quantity	Unit	Unit Price	Amount
1	Job Site QSP Reports	24	EA	\$ 380.00	\$ 9,120.00
<b>Total</b>					<b>\$ 9,120.00</b>

*NEW*

Marina Landscape, Inc.  
Rebecca South

Balfour Beatty  
Rafael Alamillo

By: 

Approved by: \_\_\_\_\_

Date: 01/02/24

Date: \_\_\_\_\_

**EXTRA WORK CALCULATION SHEET**

MARINA LANDSCAPE , INC.  
 1900 S. LEWIS STREET  
 ANAHEIM, CA 92805  
 (714) 939-6600



BILL TO: Balfour Beatty  
 PROJECT: Rose Ave ES

DATE: 02/01/24  
 JOB NO.: 172146  
 CONTRACT#:

DESCRIPTION: **Additional SWPPP maintenance (6 months)**  
**(monthly visits shall not exceed 3 visits per month with one guy)**  
**100 Poly sand bags installed only.**  
**200 LF Photodegradable Fiber Rolls installed only.**  
**900 Poly Gravel Bags installed only.**  
**Any additional materials will be an extra cost.**

QTY	DESCRIPTION	HOURS	HOURLY RATE	EXTENDED AMOUNTS
<b>*** LABOR ***</b>				
1	FOREMAN - SWPPP	144	91.88	13,230.72
1	FOREMAN - BMP'S	40	91.88	3,675.20
SUB-TOTAL COST LABOR				16,905.92

<b>*** EQUIPMENT ***</b>				
1	BOBCAT	184	30.00	5,520.00
TOTAL COST EQUIPMENT				5,520.00

<b>*** MATERIAL ***</b>				
100	POLY SAND BAGS		7.27	727.00
9	EA PHOTODEGRADABLE FIBER ROLLS		23.78	214.02
55	EA 1"x2"x18" WOOD STAKES		0.36	19.80
900	EA POLY GRAVEL BAGS - FILLED		2.27	2,043.00
1	FREIGHT		350.00	350.00
1	FUEL		1,100.00	1,100.00
1	TAX @ 9.25%		310.23	310.23
TOTAL COST MATERIALS				4,764.05

TOTAL LABOR	16,905.92
15.0% LABOR MARK UP	2,535.89
TOTAL EQUIPMENT	5,520.00
15.0% MARK-UP EQUIPMENT	828.00
TOTAL MATERIALS	4,764.05
15.0% MARK-UP MATERIALS	714.61
SUBTOTAL	31,268.46
GRAND TOTAL	31,268.46

<b>Contingency</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (CDR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 159  
 Date: 1-12-2024

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

**Note:**  
 Construction will be reviewed for fit, prior to joining and painting.  
 Coordinate on-site meeting with IOR and AoR.

The Contract is changed as follows:

Ref. Cost Event 317 - CDR 159 - RFI 533 Exterior Penetration Detail  Provide labor, material and equipment to sheet metal flashing over installed flashing in the conditions where conduits and pipes are penetrating the exterior envelope per attached sketch RFI 533-A1.	\$ 4,294.54
---	-------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

PROGRAM MANAGER  
CFW Group, Inc.

By: Rafael Flamilla      By: [Signature]      By: \_\_\_\_\_

Date: 2024-01-12      Date: 01/25/2024      Date: \_\_\_\_\_

OWNER - Oxnard School District

By : \_\_\_\_\_ Date: \_\_\_\_\_



## CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	1-12-2024
Permit Number:	DSA# 03-119284	Change Event No.:	317
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 317 - CDR 159 - RFI 533 Exterior Penetration Detail

Provide labor, material and equipment to sheet metal flashing over installed flashing in the conditions where conduits and pipes are penetrating the exterior envelope per attached sketch RFI 533-A1.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	<b>-</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
CAM Painting	\$	894.54	
Best Contracting	\$	3,400.00	
		<b>Subtotal B: \$</b>	<b>4,294.54</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.5%</b>		<b>Subtotal E: \$</b>	<b>-</b>
		<b>Subtotal E: \$</b>	<b>-</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>4,294.54</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2024-01-12

Date



# CAMPainting, Inc.

License: 710805  
DIR: 1000000989

1/12/2023

Subject: **Change Order RFI 533**  
Project: Rose Ave ES Reconstruction.  
Bid Package: Painting  
Owner: Oxnard School District  
Submitted To: Balfour Beauty  
Rafael Alamillo

## Description of Work:

	Hourly Rate	Hours	Total	
Perform painting work per RFI 533	\$ 77.52	8	\$ 620.16	
			\$ 620.16	Total Labor
Material			\$ 150.00	

A) Total Labor + Materials = \$770.16

B) Bonds 1% = \$7.70

C = A+B = \$777.86

D = C\*15% = \$116.68

F = D+C = \$894.539

Grand Total: \$894.54

## Carbajal, Filbert

---

**From:** Dareen Khalil <dkhalil@bestcontracting.com>  
**Sent:** Friday, January 12, 2024 12:14  
**To:** Alamillo, Rafael  
**Cc:** Fernando Chavez; Garcia, Alex; Carbajal, Filbert; Hurtado Vazquez, Ivan; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com  
**Subject:** Re: Project: OSD Rose Ave. ES - RFI Responded to and Closed - Exterior Penetration Detail - RFI:533:kG4Z3

Rafel, per our conversation, the ROM for this work is around \$3,400.

Get [Outlook for iOS](#)

---

**From:** Alamillo, Rafael <RALamillo@Balfourbeattyus.com>  
**Sent:** Thursday, January 11, 2024 3:47:04 PM  
**To:** Dareen Khalil <dkhalil@bestcontracting.com>  
**Cc:** Fernando Chavez <fchavez@bestcontracting.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com <com-inbound-rose-ave-elem-school-reconstruction@procoretech.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com <com-inbound-rose-ave-elem-school-reconstruction@procoretech.com>  
**Subject:** RE: Project: OSD Rose Ave. ES - RFI Responded to and Closed - Exterior Penetration Detail - RFI:533:kG4Z3

Dareen,

There is only two change orders outstanding, we are awaiting District to approve them, we are requesting just pricing, we told the owner we will not proceed until we get the approval. Please provide no later than tomorrow AM, I need to have it submitted by noon tomorrow. Let know if I need to speak to your boss to help out.

Call me if you have any questions.

Thanks

### Rafael Alamillo

Senior Project Manager | Balfour Beatty  
O: 805.9831558 | C: 805.2087462  
E: ralamillo@balfourbeattyus.com | www.balfourbeattyus.com  
300 E Esplanade Drive, Suite #1120, Oxnard, CA 93036

### Balfour Beatty



---

**From:** Alamillo, Rafael

**Sent:** Wednesday, January 10, 2024 4:47 PM

**To:** dkhalil@bestcontracting.com

**Cc:** Fernando Chavez <fchavez@bestcontracting.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com

**Subject:** FW: Project: OSD Rose Ave. ES - RFI Responded to and Closed - Exterior Penetration Detail - RFI:533:kG4Z3

Dareen,

Can you please get us a price by Thursday January 11<sup>th</sup>.

Thanks,

### Rafael Alamillo

Senior Project Manager | Balfour Beatty

O: 805.9831558 | C: 805.2087462

E: ralamillo@balfourbeattyus.com | www.balfourbeattyus.com

300 E Esplanade Drive, Suite #1120, Oxnard, CA 93036

### Balfour Beatty



---

**From:** Ruiz, Ruben <ruben.ruiz@arcadis.com>

**Sent:** Wednesday, January 10, 2024 9:20 AM

**To:** Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Alamillo, Rafael <RALamillo@Balfourbeattyus.com>

**Cc:** Atkinson, Craig <craig.atkinson@arcadis.com>; gschober@cfwinc.com; Kanani, Janvi <janvi.kanani@arcadis.com>; kenhinge@kenco-inc.com; Iversen, Linda <linda.iversen@arcadis.com>; timhoyt5@yahoo.com

**Subject:** Project: OSD Rose Ave. ES - RFI Responded to and Closed - Exterior Penetration Detail - RFI:533:kG4Z3

### External Email

BBC,

Please see attached revised response to RFI 533, for your use and distribution.

### Ruben Ruiz – LEED GA

Project Manager

4119 Broad Street, Suite 210

San Luis Obispo CA 93401 United States

tel +1 805 546 0433 ext 56677 fax +1 805 546 0504

[www.arcadis.com](http://www.arcadis.com)





NOTE: This email message/attachments may contain privileged and confidential information. If received in error, please notify the sender and delete this e-mail message.

## Notification about RFI Exterior Penetration Detail

This email contains the response for a RFI. The RFI transmittal is attached to the email.

### Answer

See attached revised response

### RFI Info

To: **Alex Garcia; Dennis Kuykendall (Balfour Beatty Construction); Filbert Carbajal (Balfour Beatty Construction); Ivan Hurtado (Balfour Beatty Construction); Rafael Alamillo (Balfour Beatty Construction)**

From: **Ruben Ruiz (Arcadis)**

CC: **Craig Atkinson (Arcadis); Gerald Schober (CFW Los Angeles); Janvi Kanani (Arcadis); Kenneth Hinge; Linda Iversen (Arcadis); Tim Hoyt (Tim Hoyt Construction Services Inc.)**

Purpose: **Answered**

### Transferred Files

<b>RFI 533 Exterior Penetration Detail_Rev Rsp.pdf</b>	1/10/2024	9:14 AM	2,927 KB
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Balfour Beatty Construction, LLC  
13520 Evening Creek Drive North, Suite 270  
San Diego, California 92128  
Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
220 South Driskill Street  
Oxnard, California 93030

## Exterior Penetration Detail

<b>TO:</b>	Ruben Ruiz (Arcadis)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	12/08/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>		<b>DUE DATE:</b>	12/17/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	Yes (Unknown)
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

Yes (Unknown)

Yes (Unknown)

Provide any cost impact prior to proceeding

Provide any schedule impact prior to proceeding

### Question from Filbert Carbajal (Balfour Beatty) at 04:12 PM on 12/08/2023

In the conditions where conduits and pipes are penetrating the exterior envelope (see attached photos), they have been headed out with flashing. However, there are no details to finish out these areas of penetration. Please provide details.

**Attachments:**  
[RFI Infill.pdf](#)

Awaiting an Official Response

### All Replies:

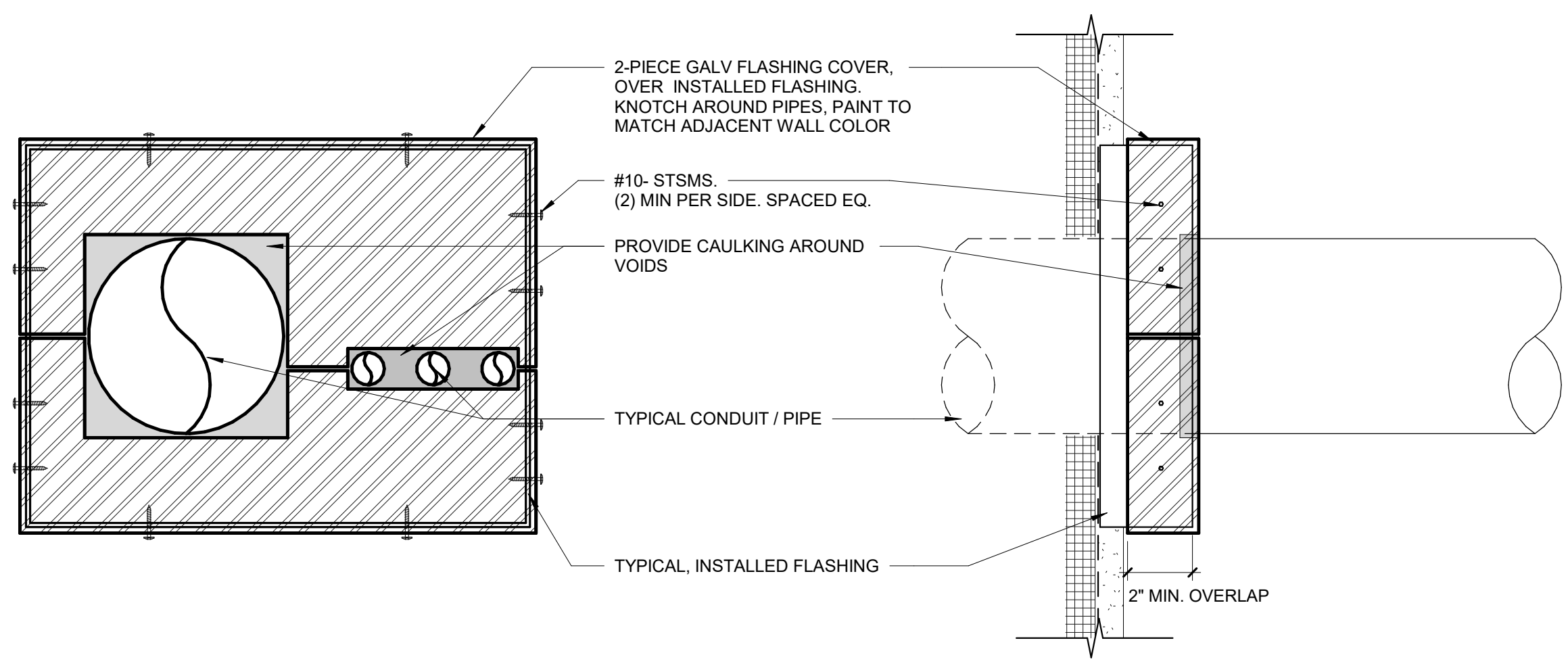
Provide sheet metal flashing over installed flashing per attached sketch **RFI 533-A1**. Please provide any cost and schedule impact prior to proceeding.

Ruben R.  
Arcadis  
Revised: 01/10/2024

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_

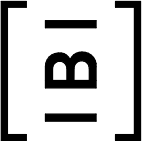
A  
A



**FRONT ELEVATION**

**ELEVATION A-A**

1 TYPICAL CONDUIT / PIPE PENETRATION COVER  
3" = 1'-0"

<b>CONDUIT / PIPE PENETRATION COVER</b>		DATE	RFI533
		01/10/2023	A1
<b>ROSE AVENUE K-5 SCHOOL</b>		OXNARD	REFERENCE SHEET NO.
		CA	RFI 533
<b>OXNARD SCHOOL DISTRICT</b>		PROJECT NO.	56-22
		109990	03-119284
 <b>Los Angeles</b> 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016		DSA FILE NO.	56-22
		DSA APP. NO.	03-119284







Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 161 R1  
 Date: 3-19-2024

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 320 - CDR 161 R1 - RFI 037.1 Door Hardware 1-301A Clarification	
Provide labor, material and equipment to install Ives 8190EZHD door pulls at the Media Center due door pulls not included in the hardware set in spec section 08 71 00 per RFI 037.1.	\$ 721.00

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
Balfour Beatty

ARCHITECT  
IBI Group

PROGRAM MANAGER  
CFW Group, Inc.

By: Rafael Ramirez      By: [Signature]      By: \_\_\_\_\_

Date: 2024-03-19      Date: 03/20/2024      Date: \_\_\_\_\_

OWNER - Oxnard School District      By: \_\_\_\_\_      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	3-19-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	320
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 320 - CDR 161 R1 - RFI 037.1 Door Hardware 1-301A Clarification

Provide labor, material and equipment to install Ives 8190EZHD door pulls at the Media Center due door pulls not included in the hardware set in spec section 08 71 00 per RFI 037.1.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	<b>-</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Elite Glass (Material)	\$	157.48	
Elite Glass (Labor)	\$	460.24	
Elite Glass (O&P @ 15%)	\$	92.66	
		<b>Subtotal B: \$</b>	<b>710.38</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.5%</b>		<b>Subtotal E: \$</b>	<b>10.66</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>721.00</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty		2024-03-19
Print Name & Title (General Contractor)	Signature	Date



**Glass Contractor**  
Commercial & Residential

9232 Bermudez Street •  
Pico Rivera, CA 90660 •  
Phone: 562) 699-9300 •  
Fax: 562) 692-6962 •  
Sales@eliteglassco.com •

**PROPOSED CHANGE ORDER**

PROJECT NAME: Rose Ave ES Reconstruction COP Quote NO.: 16560000-07\_r1  
 PROJECT LOCATION: 220 South Driskill St. Oxnard CA 93030 Reference RFI #037.1  
 Owner: \_\_\_\_\_ DATE: 3/19/2024  
 Project Manager/GC: Rafael Alamillo/Balfour Beatty Construction  
 DESCRIPTION OF CHANGE: Provide Price per RFI #037.1

\_\_\_\_\_

REFERENCE: N/A \_\_\_\_\_

TIME ADJUSTMENT TO SCHEDULE: Additiona \_\_\_\_\_ Calendar Days **N/A**

	ADDITIVE	DEDUCTIVE																									
<b>A MATERIAL</b>																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Description</th> <th>Qty</th> <th>Unit</th> <th>Unit Rate</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Materials</td> <td style="text-align: center;">2.00</td> <td style="text-align: center;">each</td> <td style="text-align: right;">\$ 71.26</td> <td style="text-align: right;">\$ 142.52</td> </tr> <tr> <td>Sub-Total</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 142.52</td> </tr> <tr> <td>Tax, CA</td> <td></td> <td></td> <td style="text-align: right;">10.50%</td> <td style="text-align: right;">\$ 14.96</td> </tr> <tr> <td>Material - Total</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 157.48</td> </tr> </tbody> </table>	Description	Qty	Unit	Unit Rate	Total	Materials	2.00	each	\$ 71.26	\$ 142.52	Sub-Total				\$ 142.52	Tax, CA			10.50%	\$ 14.96	Material - Total				\$ 157.48	<b>\$157.48</b>	<b>\$ -</b>
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Labor - Total				\$ 460.24																							
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1. Transportation		LS		\$ -																							
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Description	Qty	Unit	Unit Rate	Total																							
2nd Tier Subcontractor - Total				\$ -																							
<b>D SUB-TOTAL (ADDITIVE)</b>	<b>\$ 617.72</b>																										
<b>E SUB-TOTAL (DEDUCTIVE)</b>		<b>\$ -</b>																									
<b>F Total Direct Cost (Line D + E)</b>		<b>\$ 617.72</b>																									
<b>G Mark-up (Overhead &amp; Profit)</b>	15%	<b>\$ 92.66</b>																									
<b>H Total Direct Costs + Mark-up (Line F + G)</b>		<b>\$ 710.38</b>																									
<b>I Payment &amp; Performance Bond</b>	1.50%	<b>\$ 10.66</b>																									
<b>K Total Change Request:</b>		<b>\$ 721.04</b>																									

Submitted by:  
ELITE GLASS ENTERPRISES, INC.

Approved By:

Signature: \_\_\_\_\_  
Name: **JIMMY GULAPA**  
Date: 3/19/2024

Signature: \_\_\_\_\_  
Name: **Rafael Alamillo**  
Date: \_\_\_\_\_



**ACCESS HARDWARE SUPPLY**

Access Hardware Supply  
14447 Griffith St.  
San Leandro, CA 94577  
(510) 483-5000

**ORDER NUMBER:** T117217  
**ORDER DATE:** 1/29/2024  
**SALESPERSON:** 0107  
**CUSTOMER NO:** 00-ELI9300  
**TEL NO:** (562) 699-9300  
**FAX NO:** 562-692-6962

**SOLD TO:**  
Elite Glass Inc  
9232 Bermudez Street  
Pico Rivera, CA 90660

**SHIP TO:**  
Elite Glass Inc  
9232 Bermudez Street  
Pico Rivera, CA 90660

**CONFIRM TO:**

**CUSTOMER P.O.:** Rose Ave  
**SHIP VIA:** BESTWAY  
**F.O.B.:**  
**TERMS:** Net 30

ITEM NO:	QTY	SHIPPED	B/O	PRICE	AMOUNT
IVE0118 Bin: 15	1	0	0	71.26	71.26

Thank you, John Dersch

NO MERCHANDISE RETURNED WITHOUT PRIOR APPROVAL  
NO MERCHANDISE RETURNED AFTER 90 DAYS  
RESTOCK FEES MAY APPLY  
\*\*\*Some items may be subject to a tariff surcharge\*\*\*

Net Order:	71.26
Less Discount:	0.00
Freight:	0.00
Sales Tax:	7.31
<b>Total:</b>	<b>78.57</b>

This quote is valid for 45 days and is based upon the quantities listed. Prices may be subject to change if ordered in lesser quantities and/or manufactures have any pricing updates.

Any oversized items will be the customer's responsibility for all incurred freight charges regardless of freight program. Any shortage of product must be reported to Access Hardware Supply within 30 days of receipt of shipment

Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 161  
 Date: 1-31-2024

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

**Revise and Re-Submit:**  
 Labor for installing handles is not consistent with previous CDR.  
 Revise Labor to be (2) hours per handle, Total of (4) hours.  
 See remarks

The Contract is changed as follows:

<p>Ref. Cost Event 320 - CDR 161 - RFI 037.1 Door Hardware 1-301A Clarification</p> <p>Provide labor, material and equipment to install Ives 8190EZHD door pulls at the Media Center due door pulls not included in the hardware set in spec section 08 71 00 per RFI 037.1.</p>	<p>\$ <del>1,258.25</del></p>
--	-------------------------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Flamilla By: \_\_\_\_\_ By: \_\_\_\_\_

Date: 2024-01-31 Date: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER - Oxnard School District

By: \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	1-31-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	320
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 320 - CDR 161 - RFI 037.1 Door Hardware 1-301A Clarification

Provide labor, material and equipment to install Ives 8190EZHD door pulls at the Media Center due door pulls not included in the hardware set in spec section 08 71 00 per RFI 037.1.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Elite Glass (Material)	\$	157.48	
Elite Glass (Labor)	\$	920.48	
Elite Glass (O&P @ 15%)	\$	161.69	
		<b>Subtotal B: \$</b>	<b>1,239.66</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$		
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.5%</b>		<b>Subtotal E: \$</b>	<b>18.59</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>1,258.25</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 Print Name & Title (General Contractor)

  
 Signature

2024-01-31  
 Date



Lic# 898030

**Glass Contractor**  
Commercial & Residential

9232 Bermudez Street •  
Pico Rivera, CA 90660 •  
Phone: 562) 699-9300 •  
Fax: 562) 692-6962 •  
Sales@eliteglassco.com •

**PROPOSED CHANGE ORDER**

PROJECT NAME: Rose Ave ES Reconstruction  
PROJECT LOCATION: 220 South Driskill St. Oxnard CA 93030  
Owner: \_\_\_\_\_  
Project Manager/GC: Rafael Alamillo/Balfour Beatty Construction  
DESCRIPTION OF CHANGE: Provide Price per RFI #037.1

COP Quote NO.: 16560000-07  
Reference RFI #037.1  
DATE: 1/31/2024

REFERENCE: N/A

TIME ADJUSTMENT TO SCHEDULE: Additional \_\_\_\_\_ Calendar Days **N/A**

**A MATERIAL**

Description	Qty	Unit	Unit Rate	Total
Materials	2.00	each	\$ 71.26	\$ 142.52
Sub-Total				\$ 142.52
Tax, CA			10.50%	\$ 14.96
Material - Total				\$ 157.48

**ADDITIVE      DEDUCTIVE**

**\$157.48      \$ -**

**B LABOR & EQUIPMENT**

Description	Qty	Unit	Unit Rate	Total
Glazier, Regular Hours	8.00	MAN-HOURS	\$ 98.15	\$ 785.20
Employers Burden: Tax & Insurances				\$ 135.28
Labor - Total				\$ 920.48

Revise this to be (4) Hours total; (2) Hours per handle.. see below

Copy from CDR 147/CE286

~~\$920.48~~

LABOR & EQUIPMENT				
Description	Qty	Unit	Unit Rate	Total
Glazier, Regular Hours (Minimum 4 hours)	4.00	MAN-HOURS	\$ 98.15	\$ 392.60
Employers Burden: Tax & Insurances				\$ 67.64
Labor - Total				\$ 460.24

CDR 147/CE 286 charged only 4 hours to install two handles.  
This is an average of (2) hours per handle, which is reasonable.

**C PICK-UP/DELIVERY**

Description	Qty	Unit	Unit Rate	Total
1. Transportation		LS		\$ -
Sub-Total				\$ -
Tax				\$ -
Total				\$ -

**D 2nd TIER SUBCONTRACTOR**

Description	Qty	Unit	Unit Rate	Total
2nd Tier Subcontractor - Total				\$ -

**\$0.00      \$ -**

**D SUB-TOTAL (ADDITIVE)**

**\$ 1,077.96**

**E SUB-TOTAL (DEDUCTIVE)**

**\$ -**

**F Total Direct Cost (Line D + E)**

**\$ 1,077.96**

**G Mark-up (Overhead & Profit)**

15% **\$ 161.69**

**H Total Direct Costs + Mark-up (Line F + G)**

**\$ 1,239.66**

**I Payment & Performance Bond**

1.50% **\$ 18.59**

**K Total Change Request:**

**\$ 1,258.25**

Submitted by:  
ELITE GLASS ENTERPRISES, INC.

Approved By:

Signature: \_\_\_\_\_  
Name: **JIMMY GULAPA**  
Date: 1/31/2024

Signature: \_\_\_\_\_  
Name: **Rafael Alamillo**  
Date: \_\_\_\_\_





**ACCESS HARDWARE SUPPLY**

Access Hardware Supply  
14447 Griffith St.  
San Leandro, CA 94577  
(510) 483-5000

**ORDER NUMBER:** T117217  
**ORDER DATE:** 1/29/2024  
**SALESPERSON:** 0107  
**CUSTOMER NO:** 00-ELI9300  
**TEL NO:** (562) 699-9300  
**FAX NO:** 562-692-6962

**SOLD TO:**  
Elite Glass Inc  
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Pico Rivera, CA 90660

**SHIP TO:**  
Elite Glass Inc  
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Pico Rivera, CA 90660

**CONFIRM TO:**

**CUSTOMER P.O.:** Rose Ave  
**SHIP VIA:** BESTWAY  
**F.O.B.:**  
**TERMS:** Net 30

ITEM NO:	QTY	SHIPPED	B/O	PRICE	AMOUNT
IVE0118 Bin: 15	1	0	0	71.26	71.26

Thank you, John Dersch

NO MERCHANDISE RETURNED WITHOUT PRIOR APPROVAL  
NO MERCHANDISE RETURNED AFTER 90 DAYS  
RESTOCK FEES MAY APPLY  
\*\*\*Some items may be subject to a tariff surcharge\*\*\*

Net Order:	71.26
Less Discount:	0.00
Freight:	0.00
Sales Tax:	7.31
<b>Total:</b>	<b>78.57</b>

This quote is valid for 45 days and is based upon the quantities listed. Prices may be subject to change if ordered in lesser quantities and/or manufactures have any pricing updates.

Any oversized items will be the customer's responsibility for all incurred freight charges regardless of freight program. Any shortage of product must be reported to Access Hardware Supply within 30 days of receipt of shipment

## **AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Rose Avenue Elementary School Reconstruction ("Project") for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

### **AMENDMENT**

The Parties agree to revise the following language to SECTION 1 of the Agreement:

**H. Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents (\$1,695,042.00)**, and, (2) Sublease Payments in the amount of **\$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

The Parties agree to add the following language to SECTION 5 of the Agreement:

### **SECTION 12. PERSONNEL ASSIGNMENT**

A. Contractor shall assign **Leon Cavallo** as Project Manager/Superintendent for the Project. So long as **Leon Cavallo** 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.

**APPROVED:**

**Balfour Beatty Construction, LLC:**



*Signature*

Brian H. Cahill President, California Division  
*Typed Name/Title*

09/28/2021  
*Date*

**OXNARD SCHOOL DISTRICT:**



*Signature*

Lisa A. Franz, Director, Purchasing  
*Typed Name/Title*

10-7-2021  
*Date*

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

**EXHIBIT A**

Scope of Work

**DRAWINGS**

Plan Sheets Prepared by IBI Architects, Architects Project No 109990, DSA No 03-119284, DSA Approval July 10, 2019

**PROJECT DESCRIPTION**

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1**, (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2**, (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**.

**Contract Documents Listed**

**1. Specifications**

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification



23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

## 2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
GENERAL	G1100A	BUILDING A - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100B	BUILDING B - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100C	BUILDING C - CODE ANALYSIS FIRST FLOOR PLAN
GENERAL	G1101C	BUILDING C - CODE ANALYSIS SECOND FLOOR PLAN
GENERAL	G1200	LIFE AND SAFETY
CIVIL	C101	TITLE SHEET AND GENERAL NOTES
CIVIL	C201	TYPICAL DETAILS
CIVIL	C202	TYPICAL DETAILS
CIVIL	C203	TYPICAL DETAILS
CIVIL	C301	DEMOLITION PLAN
CIVIL	C302	DEMOLITION PLAN
CIVIL	C400	OVERALL SITE
CIVIL	C401	GRADING PLAN
CIVIL	C402	GRADING PLAN
CIVIL	C403	GRADING PLAN
CIVIL	C404	GRADING PLAN
CIVIL	C405	GRADING PLAN
CIVIL	C406	GRADING PLAN
CIVIL	C407	GRADING PLAN
CIVIL	C408	GRADING PLAN
CIVIL	C409	GRADING PLAN
CIVIL	C501	GRADING PLAN
CIVIL	C502	UTILITY PLAN
CIVIL	C601	UTILITY PLAN
LANDSCAPE	L1.01	EROSION GONTROL PLAN
LANDSCAPE	L1.02	LANDSCAPE CONSTRUCTION PLAN
LANDSCAPE	L1.03	PLANTING PLAN
LANDSCAPE	L2.01	PLANTING PLAN
LANDSCAPE	L2.02	IRRIGATION PLAN
LANDSCAPE	L3.01	IRRIGATION PLAN
LANDSCAPE	L3.02	LANDSCAPE DETAILS
ARCHITECTURAL	A1100	LANDSCAPE DETAILS
ARCHITECTURAL	A1201	OVERALL SITE PLAN
ARCHITECTURAL	A1202	SITE ENLARGED PLAN - NORTH-EAST
ARCHITECTURAL	A1203	SITE ENLARGED PLAN - SOUTH-EAST
ARCHITECTURAL	A1204	SITE ENLARGED PLAN - SOUTH-WEST
ARCHITECTURAL	A1301	SITE ENLARGED PLAN - NORTH-WEST

ARCHITECTURAL	A1302	ENLARGED SERVICE YARDS ENLARGED PLAYGROUNDS
ARCHITECTURAL	A1303	ENLARGED SERVICE YARDS AND CANOPY
ARCHITECTURAL	A2310A	BUILDING A - FLOOR PLANS AND ENLARGED PLANS
ARCHITECTURAL	A2311A	BUILDING A - FLOOR FINISH PLAN
ARCHITECTURAL	A2710A	BUILDING A - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810A	BUILDING A - ROOF PLAN
ARCHITECTURAL	A3001A	BUILDING A - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001A	BUILDING A - SECTIONS
ARCHITECTURAL	A4010A	BUILDING A - WALL SECTIONS
ARCHITECTURAL	A6010A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6013A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A9101A	BUILDING A - ROOM FINISH, DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310B	BUILDING B - FLOOR PLAN
ARCHITECTURAL	A2311B	BUILDING B - DIMENSION FLOOR PLAN
ARCHITECTURAL	A2312B	BUILDING B - FLOOR FINISH PLAN
ARCHITECTURAL	A2710B	BUILDING B - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810B	BUILDING B - ROOF PLAN
ARCHITECTURAL	A3001B	BUILDING B - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001B	BUILDING B - SECTIONS
ARCHITECTURAL	A4010B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A4011B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A5010B	BUILDING B - PARTIAL FLOOR PLANS
ARCHITECTURAL	A6010B	BUILDING B INTERIOR ELEVATIONS
ARCHITECTURAL	A6011B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A8601	OPENINGS
ARCHITECTURAL	A9101B	BUILDING B - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201B	BUILDING B - DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310C	BUILDING C - FIRST FLOOR PLAN - NORTH
ARCHITECTURAL	A2311C	BUILDING C - FIRST FLOOR PLAN - SOUTH
ARCHITECTURAL	A2312C	BUILDING C - FIRST FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2313C	BUILDING C - FIRST FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2314C	BUILDING C - FIRST FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2315C	BUILDING C - FIRST FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2320C	BUILDING C - SECOND FLOOR PLAN - NORTH
ARCHITECTURAL	A2321G	BUILDING C - SECOND FLOOR PLAN - SOUTH
ARCHITECTURAL	A2322C	BUILDING C - SECOND FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2323C	BUILDING C - SECOND FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2324C	BUILDING C - SECOND FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2325C	BUILDING C - SECOND FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2710C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - NORTH

ARCHITECTURAL	A2711C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2720C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - NORTH
ARCHITECTURAL	A2721C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2810C	BUILDING C - ROOF PLAN - NORTH
ARCHITECTURAL	A2811C	BUILDING C - ROOF PLAN - SOUTH
ARCHITECTURAL	A3001C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3002C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3003C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001C	BUILDING C - SECTIONS
ARCHITECTURAL	A4002C	BUILDING C – SECTIONS
ARCHITECTURAL	A4010C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A4011C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A5001C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A5002C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A6010C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012C	BUILDING C - Interior ELEVATIONS
ARCHITECTURAL	A6013C	BUILDING C INTERIOR ELEVATIONS
ARCHITECTURAL	A6014C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6015C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6016C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A9101C	BUILDING C - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201C	BUILDING C - DOOR SCHEDULES
ARCHITECTURAL	A9202C	BUILDING C - WINDOW SCHEDULE
ARCHITECTURAL	A8001	SITE DETAILS
ARCHITECTURAL	A8002	SITE DETAILS
ARCHITECTURAL	A8003	SITE DETAILS
ARCHITECTURAL	A8100	PLAN DETAILS
ARCHITECTURAL	A8200	WALL TYPES
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A8300	CEILING DETAILS
ARCHITECTURAL	A8400	ROOF DETAILS
ARCHITECTURAL	A8401	ROOF DETAILS
ARCHITECTURAL	A8402	ROOF DETAIL AND RUNNEL DETAILS
ARCHITECTURAL	A8500	INTERIOR DETAILS
ARCHITECTURAL	A8501	INTERIOR DETAILS
ARCHITECTURAL	A8600	OPENING DETAILS
ARCHITECTURAL	A8601	OPENING DETAILS
ARCHITECTURAL	A8602	OPENING DETAILS
ARCHITECTURAL	A8700	ACCESSIBILITY DETAILS
ARCHITECTURAL	A8800	STAIR & GUARDRAIL DETAILS
STRUCTURAL	S0001	STRUCTURAL NOTES
STRUCTURAL	S0002	STRUCTURAL NOTES
STRUCTURAL	S0003	STRUCTURAL NOTES

STRUCTURAL	S1101	TYP. FOUNDATION DETAILS
STRUCTURAL	S1102	TRASH ENCLOSURE
STRUCTURAL	S1103	SITE DETAILS
STRUCTURAL	S2111A	BUILDING A - FOUNDATION PLAN
STRUCTURAL	S2711A	BUILDING A - CEILING FRAMING PLAN
STRUCTURAL	S2811A	BUILDING A - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812A	BUILDING A ROOF FRAMING PLAN
STRUCTURAL	S3201A	BUILDING A - FRAME ELEVATION
STRUCTURAL	S9101A	BUILDING A - SCHEDULES
STRUCTURAL	S2111B	BUILDING B - FOUNDATION PLAN
STRUCTURAL	S2711B	BUILDING B - CEILING FRAMING PLAN
STRUCTURAL	S2811B	BUILDING B - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812B	BUILDING B - ROOF FRAMING PLAN
STRUCTURAL	S3201B	BUILDING B - FRAME ELEVATIONS
STRUCTURAL	S9101B	BUILDING B - SCHEDULES
STRUCTURAL	S2111C	BUILDING C - FOUNDATION PLAN
STRUCTURAL	S2112C	BUILDING C - FOUNDATION PLAN SOUTH
STRUCTURAL	S2311C	BUILDING C - FLOOR FRAMIING PLAN - NORTH
STRUCTURAL	S2312C	BUILDING C - FLOOR FRAMING PLAN - SOUTH
STRUCTURAL	S2711C	BUILDING C - FIRST FLOOR CEIING FRAMING PLAN - NORTH
STRUCTURAL	S2712C	BUILDING C - FIRST FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2713C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - NORTH
STRUCTURAL	S2714C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2811C	BUILDING C - ROOF FRAMING PLAN - NORTH
STRUCTURAL	S2812C	BUILDING C - ROOF FRAMING PLAN - SOUTH
STRUCTURAL	S3201C	BUILDING C - FRAI\IE ELEVATIONS
STRUCTURAL	S3202C	BUILDING C - FRAME ELEVATIONS
STRUCTURAL	S9101C	BUILDING C - SCHEDULES
STRUCTURAL	S5001	STAIR FRAMING AND DETAILS
STRUCTURAL	S5002	STRUCTURAL DETAILS
STRUCTURAL	S8011	TYP. FOUNDATION DETAILS
STRUCTURAL	S8012	FOUNDATION DETAILS
STRUCTURAL	S8013	FOUNDATION DETAILS
STRUCTURAL	S8111	DECK DETAILS
STRUCTURAL	S8112	FRAMING DETAILS
STRUCTURAL	S8113	FRAMING DETAILS
STRUCTURAL	S8114	FRAMING DETAILS
STRUCTURAL	S8211	STEEL DETAILS
STRUCTURAL	S8212	W.S.M.F. DETAILS
STRUCTURAL	S8213	SIMPSON YIELD LINK DET
STRUCTURAL	S8311	AIL LIGHT GAGE DETAILS
STRUCTURAL	S8312	LIGHT GAGE DETAILS
STRUCTURAL	S8313	STRUCTURAL DETAILS
STRUCTURAL	S8314	LIGHT GAGE DETAILS

STRUCTURAL	S8411	STRUCTURAL DETAILS SPRINKLER BRACING
PLUMBING	P1001	PLUMBING GENERAL NOTES, ABBREVIATIONS, & SHEET INDEX
PLUMBING	P1002	PLUMBING SIZING CALCULATIONS
PLUMBING	P1003	PLUMBING SCHEDULES
PLUMBING	FP1004	FIRE PROTECTION SITE PLAN
PLUMBING	P1004	PLUMBING SITE PLAN
PLUMBING	P2311A	BUILDING A - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312A	BUILDING A - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313A	BUILDING A - PLUMBING ENLARGED PLANS
PLUMBING	P2314A	BUILDING A - PLUMBING ROOF PLAN
PLUMBING	F2311A	BUILDING A - FIRE PROTECTION PLAN
PLUMBING	P2311B	BUILDING B - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312B	BUILDING B - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313B	BUILDING B - PLUMBING ENLARGED PLANS
PLUMBING	P2314B	BUILDING B - KITCHEN ENLARGED PLANS
PLUMBING	P2315B	BUILDING B - PLUMBING ROOF PLAN
PLUMBING	F2311B	BUILDING B - FIRE PROTECTION PLAN
PLUMBING	P2311C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 2
PLUMBING	P2313C	BUILDING C - DOMESTIC WATER ENLARGED PLANS
PLUMBING	P2321C	BUILDING C - SANITARY PLAN - LEVEL 1
PLUMBING	P2322C	BUILDING C - SANITARY PLAN - LEVEL 2
PLUMBING	P2323C	BUILDING C - SANITARY ENLARGED PLANS
PLUMBING	P2324C	BUILDING C - PLUMBING ROOF PLAN
PLUMBING	F2311C	BUILDING C - FIRE PROTECTION - LEVEL 1
PLUMBING	F2312C	BUILDING C - FIRE PROTECTION - LEVEL 2
PLUMBING	P4101	PLUMBING DETAILS
PLUMBING	P4102	PLUMBING DETAILS
PLUMBING	P4103	PLUMBING DETAILS
PLUMBING	P4104	SITE GAS RISERS DIAGRAM
PLUMBING	FP4101	FIRE PROTECTION DETAILS
PLUMBING	FP4102	FIRE PROTECTION
MECHANICAL	M1001	GENERAL NOTES
MECHANICAL	M1002	SYMBOLS & ABBREVIATIONS
MECHANICAL	M1003	MECHANICAL SCHEDULE
MECHANICAL	M1004	MECHANICAL SCHEDULE
MECHANICAL	M2311A	BUILDING A - MECHANICAL FLOOR PLAN
MECHANICAL	M2312A	BUILDING A - REFRIGERATION PIPING FIRST FLOOR PLAN
MECHANICAL	M2321A	BUILDING A - MECHANICAL ROOF PLAN
MECHANICAL	M2311B	BUILDING B - MECHANICAL FLOOR PLAN
MECHANICAL	M2321B	BUILDING B - MECHANICAL ROOF PLAN
MECHANICAL	M2322B	BUILDING B - MECHANICAL 3D SECTIONS
MECHANICAL	M2311C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 1
MECHANICAL	M2321C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 2

MECHANICAL	M2322C	BUILDING C - TYPICAL ENLARGED CLASSROOM MECHANICAL PLAN
MECHANICAL	M3101	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3102	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3103	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3104	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3105	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3106	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3107	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3108	ADMIN BLDG VRF SYSTEM
MECHANICAL	M4101	MECHANICAL DETAILS
MECHANICAL	M4102	MECHANICAL DETAILS
MECHANICAL	M4103	MECHANICAL DETAILS
MECHANICAL	M4104	MECHANICAL DETAILS
MECHANICAL	M4105	MECHANICAL DETAILS
MECHANICAL	M4106	MECHANICAL DETAILS
MECHANICAL	M4107	MECHANICAL DETAILS
MECHANICAL	M4108	MECHANICAL DETAILS
MECHANICAL	M5101	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5102	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5103	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5104	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5105	NORTH CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5106	NORTH CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5107	MEDIA CENTER BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5108	MEDIA CENTER BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5109	MPR BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5110	MPR BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5111	ADMINISTRATION BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5112	ADMINISTRATION BLDG T24 COMPLIANCE REPORT
ELECTRICAL	E0001	GENERAL NOTES, ABBREVIATIONS, & SHEET INDEX
ELECTRICAL	E0002	ELECTRICAL SYMBOL LIST
ELECTRICAL	E0003	FIRE ALARM SYMBOL LIST
ELECTRICAL	E0004	LIGHTING FIXTURE SCHEDULE
ELECTRICAL	E0005	CABLE SCHEDULE
ELECTRICAL	E0006	MECHANICAL SCHEDULE
ELECTRICAL	E1001	SITE LIGHTING PLAN
ELECTRICAL	E1002	SITE LIGHTING CALC NORMAL PLAN
ELECTRICAL	E1003	SITE LIGHTING CALC EGRESS PLAN
ELECTRICAL	E1004	SITE POWER PLAN
ELECTRICAL	E1005	SITE SIGNAL PLAN
ELECTRICAL	E2311A	BUILDING A FIRST FLOOR POWER PLAN
ELECTRICAL	E2321A	BUILDING A - ROOF POWER PLAN
ELECTRICAL	E2411A	BUILDING A FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511A	BUILDING A - FIRST FLOOR SIGNAL PLAN



ELECTRICAL	E2711A	BUILDING A - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712A	BUILDING A - FIRST FLOOR LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713A	BUILDING A - FIRST FLOOR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011A	BUILDING A - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311B	BUILDING B - FIRST FLOOR POWER PLAN
ELECTRICAL	E2321B	BUILDING B - ROOF POWER PLAN
ELECTRICAL	E2411B	BUILDING B FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511B	BUILDING B - FIRST FLOOR SIGNAL PLAN
ELECTRICAL	E2711B	BUILDING B - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712B	BUILDING B - LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713B	BUILDING B - FIRST FLOOR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011B	BUILDING B - ENLARGED FOOD SERVICE PLAN
ELECTRICAL	E5012B	BUILDING B - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311C	BUILDING C - LEVEL 1 POWER PLAN
ELECTRICAL	E2321C	BUILDING C - LEVEL 2 POWER PLAN
ELECTRICAL	E2411C	BUILDING C - FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2421C	BUILDING C - LEVEL 2 FIRE ALARM PLAN
ELECTRICAL	E2511C	BUILDING C - LEVEL 1 SIGNAL PLAN
ELECTRICAL	E2521C	BUILDING C - LEVEL 2 SIGNAL PLAN
ELECTRICAL	E2711C	BUILDING C - LEVEL 1 LIGHTING PLAN
ELECTRICAL	E2712C	BUILDING C - LEVEL 1 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713C	BUILDING C - LEVEL 1 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E2721C	BUILDING C - LEVEL 2 LIGHTING PLAN
ELECTRICAL	E2722C	BUILDING C - LEVEL 2 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2723C	BUILDING C - LEVEL 2 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011C	BUILDING C - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E4001	SINGLE LINE DIAGRAM
ELECTRICAL	E4002	SIGNAL & SECURITY SYSTEM BLOCK RISER DIAGRAM
ELECTRICAL	E4003	SIGNAL RISER DIAGRAM
ELECTRICAL	E4004	SECURITY SYSTEM RISER DIAGRAM
ELECTRICAL	E4005	TYPICAL CLASSROOM AV RISER DIAGRAM
ELECTRICAL	E4006	FIRE ALARM RISER DIAGRAM
ELECTRICAL	E4007	FIRE ALARM VOLTAGE DROP CALCULATIONS
ELECTRICAL	E4008	FIRE ALARM BATTERY CALCULATIONS
ELECTRICAL	E8001	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8002	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8003	ELECTRICAL DETAILS - PENETRATION
ELECTRICAL	EB004	ELECTRICAL DETAILS - GROUNDING
ELECTRICAL	E8005	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8006	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8007	ELECTRICAL DETAILS - FIRE ALARM
ELECTRICAL	E8008	ELECTRICAL DETAILS - FIRE ALARM
ELECTRICAL	E8009	ELECTRICAL DETAILS - MISCELLANEOUS
ELECTRICAL	E8010	ELECTRICAL DETAILS - SIGNAL

ELECTRICAL	E9001A	BUILDING A - PANEL SCHEDULES
ELECTRICAL	E9002A	BUILDING A - PANEL SCHEDULES
ELECTRICAL	E9001B	BUILDING B - PANEL SCHEDULES
ELECTRICAL	E9002B	BUILDING B - PANEL SCHEDULES
ELECTRICAL	E9001C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9002C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9003C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9101	SITE TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9102	BUILDING A - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9103	BUILDING A - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9104	BUILDING B - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9105	BUILDING B - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9106	BUILDING C - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9107	BUILDING C - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9108	ELECTRICAL POWER DISTRIBUTION TITLE 24 COMPLIANCE FORMS
FOOD SERVICES	FS-100B	BUILDING B - SYMBOLS, NOTES, & INDEX
FOOD SERVICES	FS-101B	BUILDING B - EQUIPMENT FLOOR PLAN
FOOD SERVICES	FS-102B	BUILDING B - EQUIPMENT ROOF PLAN
FOOD SERVICES	FS-201B	BUILDING B - EQUIPMENT SCHEDULE
FOOD SERVICES	FS-301B	BUILDING B - PLUMBING PLAN
FOOD SERVICES	FS-401B	BUILDING B - ELECTRICAL PLAN
FOOD SERVICES	FS-501B	BUILDING B - REFRIGERATION & CONDUIT PLAN
FOOD SERVICES	FS-502B	BUILDING B - REFRIGERATION DETAILS
FOOD SERVICES	FS-601B	BUILDING B - BUILDING WORKS & EXHAUST PLAN
FOOD SERVICES	FS-602B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-603B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-604B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-605B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-701B	EQUIPMENT
FOOD SERVICES	FS-801B	BUILDING B - CONSTRUCTION DETAILS
FOOD SERVICES	FS-802B	SMACNA DETAILS
FOOD SERVICES	FS-803B	EQUIPMENT SECTIONS

3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.
  
4. As-Builts & Food Service Drawings
  - A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.
  - B. 2003-03-24 Interim Portables, 16 pages.
  - C. 2006-12-21 MA Mod Record, 92 pages.
  - D. 2009-09 FA Drawings Non-DSA, 10 pages.
  - E. Rose ES Drawings\_Health Department II-20190515, 70 pages.
  - F. Rose ES Health Department Permit to construct, 6 pages.
  - G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.
  
5. Geotechnical & Haz Materials Reports
  - A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.
  - B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.
  - C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.
  - D. CTE Rose Elementary School Geotech Report\_r1 2017-11-27, 218 pages.
  - E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.
  - F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.
  
6. Sketches
  - A. SK-1 Daktronics GS6 Elevation, 9 pages.
  - B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.
  - C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.

- D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.
  - E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.
  - F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.
7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.
8. Logistics Plan & Safety Plan
- A. Rose Ave ES Hardscape Phasing Plan, 1 page.
  - B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.
  - C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.
  - D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.
  - E. Rose Ave ES Safety Plan, 1 page.
  - F. Rose Ave ES Stair Tower Logistics Plan, 1 page.
9. Addenda
- A. Addendum 1A 2021-06-16, 77 pages.
  - B. Addendum 1B 2021-06-16, 75 pages.
  - C. Addendum 1C 2021-06-16, 54 pages.
  - D. Addendum 2 2021-06-24, 93 pages.
  - E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**  
**EXHIBIT B**

See Site Lease Agreement #17-159 previously executed on November 17, 2017

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

## **SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.
- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant



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to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
  
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
  
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
  
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
  
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
  
- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
  
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

## **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

## **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

## **SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

**SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

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Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

### **SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

**SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

**SECTION 11. NOT USED**

**SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign \_\_\_\_\_ as Project Manager/Superintendent for the Project. So long as \_\_\_\_\_ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable



replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

**SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

**SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

**SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

**SECTION 17. USE OF PREMISES**

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Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

### **SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

## **SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

## **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

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be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

### **SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

### **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

### **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC  
10620 Treena St., Suite 300  
San Diego, CA 92131  
Attn: Dennis Kuykendall

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,  
Garcia Hernandez Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
1901 South Victoria Avenue, Suite 106  
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

#### **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

#### **SECTION 27. HEADINGS**

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

#### **SECTION 28. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

**SECTION 31. SEVERABILITY**

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

## EXHIBIT B

### Oxnard School District – Rose Avenue Elementary School Reconstruction

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.



## 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

## 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

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review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

#### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

#### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

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of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.


### 7. Schedule for Pre-Construction Services.

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
  
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

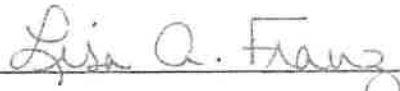
CONTRACTOR

Balfour Beatty Construction, LLC  
10620 Trenea St., Suite 300  
San Diego, CA 92131

By:   
Name/Title: Brian Cahill, President, California Division  
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, CA 93030

By:   
Name/Title: Lisa A. Franz, Director, Purchasing  
Date: 11-7-17

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

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

**Ratification of Allocations of Contract Contingency #12 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose. Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

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The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), (2) Sublease Payments in the amount of \$173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Contractor Contingency Allowance is in the amount of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying document lists all the account draws approved to date for the Contractor Contingency.

Fund activity is as follows:

Contractor Contingency Allocation Approval: This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$797,667.00). There have been allocations totaling Four Hundred Forty-Eight Thousand One Hundred Eighty-Two Dollars and Twenty-Five Cents (\$448,182.25) leaving a fund balance of Three Hundred Forty-Nine

Thousand Four Hundred Eighty-Four Dollars and Seventy-Five Cents (\$349,484.75).

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #12 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

**ADDITIONAL MATERIALS:**

**Attached:** Contractor Contingency Allocation #12 (2 Pages)

CDR 84 R2 - CE 173 (13 Pages)

CDR 85 R3 - CE 172 (18 Pages)

CDR 86 R2 - CE 170 (13 Pages)

CDR 103 - CE 188 (E2 Pages)

CDR 115 - CE 219 (4 Pages)

CDR 116 R2 - CE 220 (12 Pages)

CDR 123 R2 - CE 209 (29 Pages)

CDR 129 - CE 249 (5 Pages)

CDR 135 R1 - CE 150 (9 Pages)

Amendment #001 (21 Pages)

Agreement #17-158, Balfour Beatty Construction LLC (22 Pages)



# CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: 04/17/2024

Contractor Contingency Approval NO. 12

PROJECT: Rose Ave. ES K-5 Reconstruction  
O.S.D. BID No. N/A  
O.S.D. Agreement No. 17-158

OWNER: Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

ARCHITECT: IBI/Arcadis  
537 South Broadway  
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC  
13520 Evening Creek Dr. North #270  
San Diego CA 92128

Architects Proj. No.: 109990  
D.S.A. File No.: 56-22  
D.S.A. App. No.: 03-119284

Attn: Dennis Kuykendall

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM PER GMP.....	\$ 797,667.00
NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS.....	\$ (322,139.49)
ADJUSTED CONTINGENCY SUM.....	\$ 475,527.51
NET CHANGE – ALLOCATION #12	\$ (126,042.76)
Total Allocations to Date: .....	\$ (448,182.25)
ADJUSTED CONTINGENCY SUM THROUGH NO #12.....	\$ 349,484.75

Commencement Date: .....November 1, 2021  
Original Completion Date: .....October 5, 2023  
Original Contract Time: .....705 Calendar Days  
Time Extension for all Previous Change Orders: .....97 Days  
Time Extension for this Change Order: .....0 Days  
Adjusted Completion Date: .....January 12, 2024

Total Contractor Contingency Allocation Approval No. 12 ..... \$126,042.76

**APPROVAL (REQUIRED):**

**BOARD APPROVAL**

**DATE:** \_\_\_\_\_

Item	Description	Additional Cost related to Bid/Buyout	Conflicts Discrepancies or Errors in Documents	Additional Work Required by IOR or Other Agency not in Plans	Other Item Agreed to by District and Contractor
1.	CDR #84 R2 – Replace permeable concrete paving to AC paving				(3,781.84)
2.	CDR #85 R3 – Provide retention basin adjacent to storm water chamber			\$86,763.42	
3.	CDR #86 R2 – Modify east parking lot per ASI 28				\$25,705.87
4.	CDR #103 – Prepare east parking lot for school arrival				\$6,587.35
5.	CDR #115 – Install AI phone master desk station at doors 111 and 206				\$4,130.32
6.	CDR #116 R2 – Relocate Media Center HVAC panel				\$2,683.03
7.	CDR #123 R2 – Revise playground surfacing to poured-in-place rubber				(4,625.24)
8.	CDR #129 – Install perimeter fencing and other barricades at East parking lot				\$6,965.00
9.	CDR 135 R1 – Paint downspouts at stairs landings				\$1,614.85
	<b>Totals</b>			<b>\$86,763.42</b>	<b>\$39,279.34</b>

**ASST. SUPT./PURCHASING DIRECTOR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**Contingency** Owner  Oxnard School District  
**Draw** Architect  IBI Group  
**Request (CDR)** Contractor  Balfour Beatty  
 PM  CFW, Inc.

**CONTINGENCY DRAW REQUEST**

**PROJECT:** Rose Ave. K-5 Reconstruction Contingency Request #: 084 R2  
 200 East Driskill St.  
 Oxnard, CA 93030 Date: 2-23-2024

**TO:** Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #173 ASI 27 East Parking Lot Stalls  Provide labor, equipment and materials to replace permeable concrete paving at stalls to be AC paving per ASI 27.	\$ (3,781.84)
--	---------------

See response on the next page

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

<b>CONTRACTOR</b> Balfour Beatty	<b>ARCHITECT</b> IBI Group	<b>PROGRAM MANAGER</b> CFW Group, Inc.
By: <u>Rafael Flamillo</u>	By: <u>[Signature]</u>	By: _____
Date: <u>2/23/24</u>	Date: <u>03/15/2024</u>	Date: _____

OWNER - Oxnard School District      By : \_\_\_\_\_      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-23-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	173
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #173/Contingency Draw Request # 84 R2 - ASI 27 East Parking Lot Stalls

Provide labor, equipment and materials to replace permeable concrete paving at stalls to be AC paving per ASI 27.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
BC Rincon	\$	14,244.56	
Inland Building	\$	(18,026.40)	
		<b>Subtotal B: \$</b>	<b>(3,781.84)</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>(3,781.84)</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 \_\_\_\_\_  
 Print Name & Title (General Contractor)



\_\_\_\_\_  
 Signature

2024-02-23  
 \_\_\_\_\_  
 Date

## Carbajal, Filbert

---

**From:** Jeff Murray <jeff@ibccinc.com>  
**Sent:** Wednesday, February 21, 2024 07:38  
**To:** Alamillo, Rafael  
**Cc:** Lori Cardoza; Carbajal, Filbert; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com  
**Subject:** Re: Project: OSD Rose Ave. ES - Change Order Proposal Responded to and Closed - CE 173 - East P... - CPR\_Pricing\_Review:084 R1:kG4Z3

Rafael,

This credit has been broken down and all overhead and profit are built in to the line items. The actual percentages are proprietary and do not have to be shared with the district. If you need any more information let me know.

Thank You

Jeff Murray  
Inland Building Construction Company

**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 084 R1  
 Date: 2-5-2024

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

See remarks  
Revise & Resubmit

The Contract is changed as follows:

Ref. Cost Event #173 ASI 27 East Parking Lot Stalls  Provide labor, equipment and materials to replace permeable concrete paving at stalls to be AC paving per ASI 27.	\$ (3,781.84)
--	---------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>          <i>Rafael Flamills</i>          </u>	By : _____	By: _____
Date: <u>          2/5/24          </u>	Date: _____	Date: _____

OWNER - Oxnard School District                                      By : \_\_\_\_\_                                      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-5-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	173
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #173/Contingency Draw Request # 84 R1 - ASI 27 East Parking Lot Stalls

Provide labor, equipment and materials to replace permeable concrete paving at stalls to be AC paving per ASI 27.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
BC Rincon	\$	14,244.56	
Inland Building	\$	(18,026.40)	
		<b>Subtotal B: \$</b>	<b>(3,781.84)</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>(3,781.84)</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty		2024-02-05
Print Name & Title (General Contractor)	Signature	Date

Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 084  
 Date: 7-13-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

See remarks:  
 Revise & Re-Submit

The Contract is changed as follows:

<p>Ref. Cost Event #173 ASI 27 East Parking Lot Stalls</p> <p>Provide labor, equipment and materials to replace permeable concrete paving at stalls to be AC paving per ASI 27.</p>	<p>\$ (3,781.84)</p>
---	----------------------

(3,781.84)

Cost are bid prices which includes the O&P and insurance

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

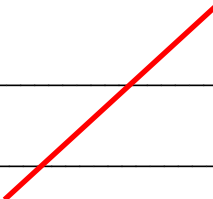
NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Flamillo

By: 

By: \_\_\_\_\_

Date: 7/13/23

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OWNER - Oxnard School District

By: \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	7-13-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	173
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**  
 Ref. Cost Event #173/Contingency Draw Request # 84 - ASI 27 East Parking Lot Stalls  
 Provide labor, equipment and materials to replace permeable concrete paving at stalls to be AC paving per ASI 27.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
\$	-	<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
BC Rincon	\$	14,244.56	
Inland Building	\$	(18,026.40)	
		<b>Subtotal B: \$</b>	(3,781.84)
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>(3,781.84)</b>

Break this down then to separate  
 - Base bid  
 - O&H  
 - Insurance

(18,026.40)

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 \_\_\_\_\_  
 Print Name & Title (General Contractor)

Rafael Alamillo

Signature 2023-07-13  
 Date

**BC RINCON CONSTRUCTION, INC**

Mailing Address: 67 E. La Loma Ave. Somis, CA 93066  
 Ph# (805) 981-0690 Fax# (805) 485-4705 Email: bcrincon@bcrincon.com  
 Physical Address: 300 Montgomery Ave., Oxnard, CA 93036

LICENSE# 775327 / SBE # 1147320 / DIR# 100006699

ATT: Alamillo Rafael

PROPOSAL SUBMITTED TO <b>Balfour Beatty</b>	PHONE	FAX	DATE <b>7/13/2023</b>
STREET <b>300 E. Esplanade Drive #1120</b>	CELL PHONE	JOB NAME <b>Delete Permeable Pavers and Pave with Asphalt - Parking Stalls</b>	
CITY, STATE, ZIP CODE <b>Oxnard, CA 93036</b>	email <a href="mailto:Ralamillo@balfourbeattyus.com">Ralamillo@balfourbeattyus.com</a>	JOB LOCATION <b>Rose Ave E.S. - 220 South Driskill St.</b>	
PROPOSAL SENT BY: <b>Kyle Melchior</b>		CITY, STATE, ZIP CODE <b>Oxnard, CA 93030</b>	

We Propose hereby to furnish material and labor: complete in accordance with specifications below, for the sum of :

<i>Grand Total</i>	<i>Dollars</i>	<b>SEE BELOW</b>
--------------------	----------------	------------------

Payment to be made as follows:  
**Total amount of the contract to be paid upon completion of the work contracted here in.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed upon verbal or 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 Workman's Compensation Insurance.

*Kyle Melchior*  
Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

PREVAILING WAGE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1) Finegrade Parking Stall Area	2688	SF	\$0.30	\$806.40
2) Construct 3" of Asphalt on 6" of Class II Base Material	2,688	SF	\$4.24	\$11,397.12
			Total	<b>\$12,203.52</b>
			Mark Up 15%	<b>\$1,830.53</b>
			Bond Rate 1.5%	<b>\$210.51</b>
			Grand Total	<b>\$14,244.56</b>

\*\*\*ASPHALT AND P.M.B PRICES QUOTED ARE SUBJECT TO AVAILABILITY.\*\*\*  
 BC RINCON WILL NOT BE LIABLE FOR UNAVAILABLE MATERIAL OR EXPIRED QUOTES. DUE TO THE CONTINUING VOLATILITY OF OIL COST, ASPHALT MATERIAL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

CONDITIONS:  
**ONLY ITEMS OF WORK LISTED ABOVE ARE INCLUDED IN THIS PROPOSAL.** ALL REQUIRED ENGINEERING, STAKING, WATER, WATER METERS, TESTING, SHOP DRAWINGS, INSPECTIONS, PERMITS, BOND, FEES, TRAFFIC CONTROL, SAWCUTTING AND REMOVALS ARE EXCLUDED UNLESS LISTED ABOVE. SUBGRADE TO BE + OR - ONE TENTH. \$300.00 WILL BE ADDED FOR EACH WAIVER OF SUBROGATION . UNLESS OTHERWISE NOTED OR AGREED TO IN WRITING BY BC RINCON CONSTRUCTION INC., THE TOTAL BID MUST BE ACCEPTED. IF YOU ONLY WANT TO USE A PORTION OF THE WORK, PLEASE CONTACT THE ESTIMATOR.  
**THIS PROPOSAL SHALL BECOME A PART OF ANY CONTRACT ENTERED INTO. THANK YOU!**

Acceptance of Proposal: The above prices, Specification and conditions are satisfactory and are hereby accepted.

You are authorized to do the work specified. Signature: \_\_\_\_\_

Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_





SENT VIA: Email

CHANGE ORDER REQUEST # **5**

PAGES: **0**

<b>PROJECT:</b>	Rose Ave. ES	<b>DATE:</b>	7/7/2023
<b>INLAND'S JOB NO:</b>	21-042	<b>PROJECT NO:</b>	
		<b>CONTRACT FOR:</b>	#28 Site Concrete
<b>TO:</b>	Balfour Beatty Construction	<b>FROM:</b>	IBCC
<b>ATTN:</b> Rafael Alamillo			
<b>SUBJECT:</b> Permeable Concrete			
<b>Additional Days Required:</b> <b>1</b>		<b>COR Valid for 30 days</b>	

**DESCRIPTION:**

Credit for permeable concrete scope in the parking lot.

**Self Performed Work**

Labor	\$ (8,558.40)
Material	\$ (8,200.00)
Equipment	\$ (1,268.00)
<b>Subtotal</b>	<b>\$ (18,026.40)</b>
Contractor's Overhead & Profit	10%
<b>Contractor's Subtotal</b>	<b>\$ (18,026.40)</b>

**Subcontractor Work**

	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
<b>Subcontractors Subtotals</b>	<b>\$ -</b>	
Contractor's Overhead & Profit	5%	
<b>Subtotals</b>	<b>\$ -</b>	
<b>Subtotal Contractors / Subcontractors</b>	<b>\$ (18,026.40)</b>	
<b>Insurance</b>	<b>2.0%</b>	
<b>Bond</b>		
<b>Textura Fee</b> (if applicable, .22% of contract if max \$3,750 has not been met)	\$ -	
<b>Total Change Request</b>	<b>\$ (18,026.40)</b>	

Include credit for O&P?

Cost are bid prices which includes the O&P and insurance

Break this down then to separate  
 - Base bid  
 - O&H  
 - Insurance

Include credit for Insurance?

323 S. SIERRA WAY SAN BERNARDINO, CA 92408-1422  
 (909) 884 6276 Fax (909) 889-6936  
 LIC # 405281



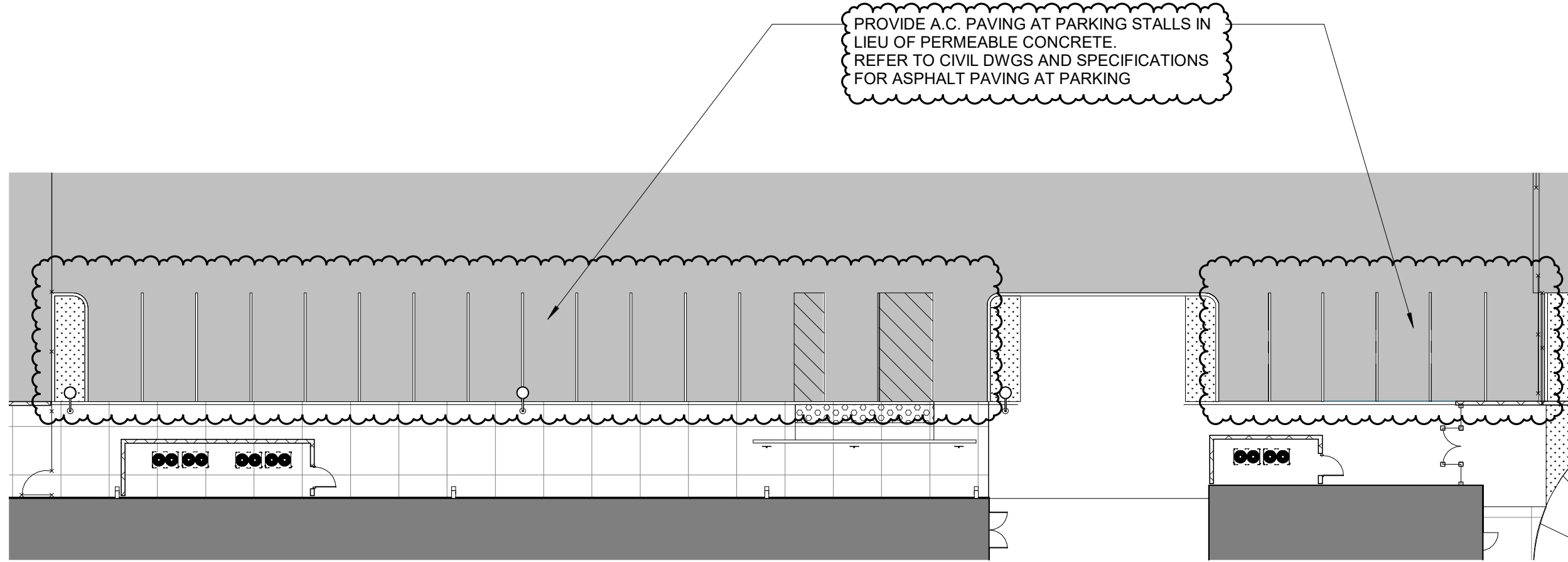
**Change Request Cost Breakdown**

Details	Qty.	Unit	Rate	Total
<b>Labor</b>				
Carpenter Foreman w/Truck		Hrs	\$103.30	\$0.00
Carpenter Foreman w/Truck O.T.		Hrs	\$138.22	\$0.00
Carpenter w/Truck		Hrs	\$99.13	\$0.00
Carpenter w/Truck O.T.		Hrs	\$131.97	\$0.00
Carpenter	-96	Hrs	\$89.15	-\$8558.40
Carpenter O.T.		Hrs	\$118.68	\$0.00
Truck Driver		Hrs	\$36.00	\$0.00
	<b>Qty.</b>	<b>Unit</b>	<b>Rate</b>	<b>Total</b>
<b>Materials</b>				
Concrete	-40	Cy	\$150.00	-\$6000.00
Concrete Shortload Charge		Ea	\$150.00	\$0.00
Concrete PW Delivery Fee (AB)		Ea	\$250.00	\$0.00
Fill Sand		Ton	\$26.78	\$0.00
Class II Agg. Base	-110	Ton	\$20.00	-\$2200.00
CMB Agg. Base		Ton	\$32.56	\$0.00
10 Mil. Stego Vapor Barrier		Roll	\$455.00	\$0.00
15 Mil. Stego Vapor Barrier		Roll	\$525.00	\$0.00
Vapor Barrier Tape		Roll	\$46.67	\$0.00
Vapor Barrier Mastic		Pail	\$155.00	\$0.00
6 Mil. Visqueen		Roll	\$98.34	\$0.00
10 Mil. Visqueen		Roll	\$135.34	\$0.00
Styrofoam Fill		Sheet		\$0.00
3/4" Formply		Sheet	\$78.26	\$0.00
2X Form Lumber		Bf	\$2.32	\$0.00
Masonite		Sheet	\$24.00	\$0.00
16 Duplex Nails		Box	\$52.45	\$0.00
8 Duplex Nails		Box	\$54.31	\$0.00
Const. Grout		Bag	\$23.83	\$0.00
High Strength Non-Shrink Grout		Bag	\$41.89	\$0.00
Ardex K-15		Bag	\$47.45	\$0.00
Ardex Primer		Gal	\$43.52	\$0.00
Ardex Feather Finish		Bag	\$45.92	\$0.00
Rapid Set Wunderfixx		Bag	\$39.42	\$0.00
Duct Tape		Roll	\$8.00	\$0.00
1/2"x 4" Felt		Lf	\$0.47	\$0.00
Felt Plastic A Cap		Lf	\$0.34	\$0.00
Hilti RE-500 Epoxy		Tube	\$45.36	\$0.00
Hilti HY 200 Epoxy		Tube	\$42.13	\$0.00
36" Metal Stake Rental		Ea	\$0.66	\$0.00
24" Metal Stake Rental		Ea	\$0.56	\$0.00
12" Metal Stake Rental		Ea	\$0.47	\$0.00
Snap Tie Jahn Bracket Rental		Ea	\$0.67	\$0.00
Turn Buckle Form Aligner Rental		Ea	\$4.35	\$0.00
Snap Tie Wedge Rental		Ea	\$0.37	\$0.00
Rebar		Lf	\$0.93	\$0.00
				\$0.00
Diesel Fuel		Gal		\$0.00
Gasoline		Gal		\$0.00

Equipment	Qty.	Unit	Rate	Total
Small Truck		Hrs	\$68.00	\$0.00
Trucking		Hrs	\$105.00	\$0.00
950 Loader		Hrs	\$184.00	\$0.00
Water Truck		Hrs	\$87.00	\$0.00
Skip Loader		Hrs	\$147.00	\$0.00
Skid Steer (Bobcat)	-8	Hrs	\$143.00	-\$1144.00
Skid Steer Mini Excavator		Hrs	\$152.00	\$0.00
Concrete Pump		Cy	\$107.00	\$0.00
Telebelt Conveyor		Hrs	\$184.00	\$0.00
Backhoe		Hrs	\$170.00	\$0.00
Backhoe Breaker		Hrs	\$185.00	\$0.00
Backhoe Compactor Wheel		Hrs	\$185.00	\$0.00
Backhoe/ Skidsteer with Auger		Hrs	\$185.00	\$0.00
Compaction Roller		Hrs	\$87.00	\$0.00
Generator		Day	\$125.00	\$0.00
Vibrator Plate	-1	Day	\$124.00	-\$124.00
Rotary Hammer		Hrs	\$19.00	\$0.00
Bosch Chipping Hammer		Hrs	\$16.00	\$0.00
Air Compressor		Day	\$225.00	\$0.00
90lb Jack Hammer		Day	\$95.00	\$0.00
Air Compressor Hoses		Day	\$35.00	\$0.00
30lb. Chipping Gun		Day	\$65.00	\$0.00
Concrete Saw		Hrs	\$148.00	\$0.00
Soff-Cut Saw		Hrs	\$125.00	\$0.00
Water Pump/ Discharge Hoses		Hrs	\$25.00	\$0.00
Shop Vacuums		Hrs	\$10.00	\$0.00
Concrete Wash Out Bin		Ea	\$500.00	\$0.00
Dump Fees		Loads	\$180.00	\$0.00
<b>Sub Total Labor</b>				-\$8558.40
<b>Sub Total Material</b>				-\$8200.00
<b>Sub Total Equipment</b>				-\$1268.00

**\$18,026.40**

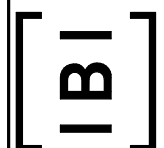




1 EAST PARKING LOT - PARKING STALLS -  
 A.C. PAVING  
 1" = 20'-0"

NOTE: REFER TO SHEET A1202, FOR ADDITIONAL INFORMATION NOT SHOWN  
 REFER TO CIVIL SHEET C404 , C407 AND SPECIFICATION 32 12 16 FOR ASPHALT PAVING AT PARKING STALLS

<b>EAST PARKING LOT - PARKING STALLS</b> <b>ROSE AVENUE K-5 SCHOOL</b> <b>OXNARD SCHOOL DISTRICT</b>	DATE 06/09/2023	<b>ASI027</b> <b>A1</b>
	OXNARD CA	REFERENCE SHEET NO. C404/C407/A1202
PROJECT NO. 109990	DSA FILE NO. 56-22	03-119284
DSA APP. NO.		



Los Angeles  
 537 South Broadway, Suite 500  
 Los Angeles CA 90013  
 213.769.0011 fax: 213.769.0016

**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 085 R3  
 Date: 8-21-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #172 ASI 29R Retention Basin  Provide labor, equipment and materials to provide retention basin adjacent to storm water chambers per ASI 29R. As point of clarification, Off-Site Improvement drawings pending approval by City of Oxnard.	\$ 86,763.42
--	--------------

- The cost of this work will be drawn from Contractor Contingency:  
 The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>Rafael Flamillo</u>	By : _____	By: _____
Date: <u>2023-08-21</u>	Date: _____	Date: _____

OWNER - Oxnard School District                      By : \_\_\_\_\_                      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-21-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	172
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #172 / Contingency Draw Request # 085 R3 - ASI 29R Retention Basin

Provide labor, equipment and materials to provide retention basin adjacent to storm water chambers per ASI 29R. As point of clarification, Off-Site Improvement drawings pending approval by City of Oxnard.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
BMPs (Catch basin protection)	\$	1,000.00	
Burns Pacific	\$	18,333.29	
Econo Fence	\$	21,002.43	
Huitt Zollars	\$	6,000.00	
JDML	\$	6,315.00	
Relocate Temp Power Pole	\$	1,500.00	
Summer Construction	\$	32,612.70	
		<b>Subtotal B: \$</b>	<b>86,763.42</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b> * N/A for Contingency Draw Requests			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>86,763.42</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 \_\_\_\_\_  
 Print Name & Title (General Contractor)

  
 \_\_\_\_\_  
 Signature

2023-08-21  
 \_\_\_\_\_  
 Date

**CHANGE ORDER REQUEST WORKSHEET**

**BID FOR:** Drainage Pipe in Denton Basin  
**LOCATION:** Rose Ave. Elementary School  
**CONTACT:** Balfour Beatty Construction Inc.  
 13520 Evening Creek Drive Suite 270  
 San Diego, CA. 92128

**BID NO:** 5768  
**COR NO:** 18  
**PO or RFI NO:**  
**JOB NO:** 21-17  
**PREVAILING WAGE:**  
**BID DATE:** 07/05/23

**SCOPE OF WORK:** Denton Basin Drainage Pipe from added dention basin to StormTech System inlet

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
----------	-----	----	------------	-------

**WORK ITEMS:**

- 1 Excavation
- 2 Bore hole in PVC manhole
- 3 install pipe and bedding sand
- 4 Backfill
- 5 Compact
- 6 Haul off spoils
- 7
- 8
- 9
- 10

**ESTIMATED LABOR & EQUIPMENT COST:**

1	FOREMAN	16	HRS	\$129.44	\$2,071.04
2	OPERATOR	16	HRS	\$126.55	\$2,024.80
3	2 LABORERS	32	HRS	\$98.03	\$3,136.96
4	TEAMSTER	8	HRS	\$99.72	\$797.76
				<b>LABOR TOTAL</b>	<b>\$8,030.56</b>

1	MOBILIZATION			\$200.00	\$0.00
2	CAT 305 MINI EXCAVATOR			\$80.00	\$0.00
3	CAT 420 BACKHOE	16	HRS	\$65.00	\$1,040.00
4	CAT 289D LOADER			\$80.00	\$0.00
5	WATER TRUCK	8		\$40.00	\$320.00
6	CREW TRUCK W/TOOLS	16		\$40.00	\$640.00
7	FLATBED DUMP TRUCK			\$40.00	\$0.00
8	FOREMAN TRUCK	16		\$25.00	\$400.00
9	T-29 3-AXLE DUMP TRUCK			\$50.00	\$0.00
10	T-31 4-AXLE DUMP TRUCK	8		\$60.00	\$480.00
11	.	1	DAY	\$200.00	\$200.00
12	.			\$50.00	\$0.00
13	(6) TRENCH PLATES			\$30.00	\$0.00
				<b>EQUIPMENT TOTAL</b>	<b>\$3,080.00</b>

**ESTIMATED MATERIAL COST**

1	80 Feet of 18" HDPE Storm Drain Pipe	80	LF	\$15.00	\$1,200.00
2	90 Degree Elbow	1	EA	\$430.00	\$430.00
3	6" x 6" Wye	1	EA	\$390.00	\$390.00
4	Sand	6	TON	\$26.00	\$156.00
5	Dump Fee	1	EA	\$250.00	\$250.00

**MATERIAL** \$2,426.00  
**TAX** 9.50% \$230.47  
**MATERIAL & TAX TOTAL** **\$2,656.47**



	DIRECT COSTS SUBTOTAL	\$13,767.03
EQUIP & MATERIAL MARKUP	15%	<u>\$860.47</u>
	<b>DIRECT COSTS TOTAL</b>	<b>\$14,627.50</b>
BOND FEE	1.50%	<u>\$219.41</u>
	<b>GRAND TOTAL</b>	<b><u><u>\$14,846.91</u></u></b>

**GENERAL EXCLUSIONS, QUALIFICATIONS & REMARKS:**

1. ALL SPOILS GENERATED FROM EXCAVATION WILL BE HAULED OFF.
2. BID IS BASED UPON UNSIGNED, PRELIMINARY PLANS.
3. BID WORKING NORMAL WORK HOURS 7AM TO 4PM
4. BID EXCLUDES PERMITS, FEES, ENGINEERING, SOIL TESTING AND BONDS.
5. BOND RATE 1.5% (IF APPLICABLE).
6. PRICE VALID FOR 30 DAYS.



## CHANGE ORDER REQUEST

505 E. Thousand Oaks Blvd.  
 Thousand Oaks, CA 91360  
 (805) 371-4171

COR#	DATE
22	8/17/2023

**Contact**  
 Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive, Suite 270  
 San Diego, CA 92128  
 Rafael Alamillo [ralamillo@balfourbeattyus.com](mailto:ralamillo@balfourbeattyus.com)

**JOB#** 21-17      **SUBMITTED BY:** John Hale  
**OFFICE:** 805-371-4171  
**CELL:** 805-201-8152  
**EMAIL:** [jhale@burnspacific.com](mailto:jhale@burnspacific.com)



**DESCRIPTION:** Cut and cap existing sewer and domestic water lines

DATE	DAILY TOTAL
08/09/23 Extra Work Report Billing Summary 3069	\$ 3,486.38
<b>TOTAL</b>	<b>\$ 3,486.38</b>

Detention Basin CE#172

BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET Job 21.17

DATE: 8-9-23

Daily # 230809A

REPORT NO. 3069

JOB NO. 21.17

LOCATION: Rose Ave ES - Retention Basin

COMPANY: Balfour Beatty

JOB DESCRIPTION:

1 LOCATE CLEAN OUT <sup>AT EXISTING</sup> AND SEWER LINE  
PLUS CUT AND CAP END 2. LOCATE WATER  
SERVICES CUT AND CAP ENDS  
BACKFILL AND COMPACT AREA.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
Miguel ROBLES	FORMAN	8		
Rodrigo PALLUA	LABOR	8		
KEN MENDOZA	OP	6		

Materials / Equipment Rentals / Subcontractors	Ticket#
SHARKBITE END STOPS	40094
ABS CEMENT - ABS PLUG	39995

EQ ID	Equipment	Hrs.
C-21	UTILITY TRUCK	8
400 F2	BACKHOE	8

8/10/23  
M  
CF 172

BPC Foreman:

Miguel ROBLES

Co. Rep. Signature:

10R TIM HOLT

VERIFICATION OF TIME ONLY - NO COST IMPLIED



How doers  
get more done.

STORE MGR RIAN CARLETON 805-983-0653  
RIAN.CARLETON@HOMEDEPOT.COM

1040 00012 39995 08/09/23 10:13 AM  
SALE CASHIER MARIA

038755308920 ABS LI-MENT <A>	12.98
1607 ABS CEMENT MEDIUM BLACK	
039923199126 ABS PLUG <A>	11.21
4" ABS CLEANOUT PLUG MPT	
039923194602 ABS ADPTR <A>	20.96
4" ABS FEMALE ADAPTER HXFPT	

SUBTOTAL	45.15
SALES TAX	4.18
TOTAL	\$49.33

XXXXXXXXXXXX4397 HOME DEPOT  
USD\$ 49.33  
TA

AUTH CODE 009862/1124637  
Chip Read  
AID A0000000049599D2400304 1HD PLCC CRC

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-6300 SUMMARY  
THIS RECEIPT PG:JOB NAME: 2217

2023 PRO XTRA SPEND 08/08:	\$4,455.78
INCLUDES:	
2023 PROXTRA SAVINGS 08/08:	\$51.35

As of 08/09/2023 your Paint Rewards level is Member; Spend 394.13 more in qualifying paint purchases to earn Bronze (10.0% off) on select paint items.

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO \$100. Learn more at homedepot.com/credit

1040 08/09/23 10:13 AM



1040 12 39995 08/09/2023 6974

RETURN POLICY DEFINITIONS		
POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365 08/08/2024

\*\*\*\*\*  
DID WE NAIL IT?

Take a short survey for a chance TO WIN  
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

homedepot.com/survey

ID: H88 81319 80291  
ORD: 23409 80279

to be completed within 14 days  
Entrants must be 18 or older.  
See complete rules on homedepot.com. A purchase necessary.



How doers  
get more done.

STORE MGR RIAN CARLETON 805-983-0653  
RIAN.CARLETON@HOMEDEPOT.COM

1040 00012 40084 06/09/23 10:30 AM  
SALE CASHIER MARIA

697285466081 END STOP <A>  
3/4" SHARKBITE END STOP  
289.47 18.94

SUBTOTAL 18.94  
SALES TAX 1.75  
TOTAL \$20.69

XXXXXXXXXXXX4397 HOME DEPOT USD\$ 20.69

AUTH CODE 00943/1124641 TA

Chip Read  
AID A00000004999783400304 THE PLCC CRC

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-### 6300 SUMMARY  
THIS RECEIPT PO./JOB NAME: 2217

2023 PRO XTRA SPEND 08/08: \$4,500.93  
INCLUDES:  
2023 PROXTRA SAVINGS 08/08: \$51.35

As of 06/09/2023 your Paint Rewards level is Member; Spend 394.13 more in qualifying paint purchases to earn Bronze (10.0% off) on select paint items.

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO \$100. Learn more at homedepot.com/credit

1040 06/09/23 10:30 AM



1040 12 40084 06/09/2023 6974

RETURN POLICY DEFINITIONS

POLICY ID DAYS POLICY EXPIRES ON  
A 11 365 06/08/2024

\*\*\*\*\*

DID WE NAIL IT?

Take a short survey for a chance TO WIN  
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: 1040 06/09/2023 80469  
PASSWORD: 25409/80469

Entries must be completed within 14 days of purchase. Entries must be 18 or older to enter. See complete rules on website. No purchase necessary.

# ECONO FENCE INC.

5261 Pedley Road, Riverside, CA, 92509 • P: 951.685.5000 • F: 951.360.8685 • License No. 337734 • DIR #1000001395

## POTENTIAL CHANGE ORDER

#6

August 17, 2023

**Balfour Beatty Construction**

ATTENTION: Filbert

SENT FROM: Judd Leslie

### ROSE AVE. E.S.

**REFERENCE:**

**ASI 029: Add (302') of 6' high chain link fence & (1 ea.) 4' walk gate at detention basin.**

	ITEM DESCRIPTION	QTY	UNIT COST	TOTAL
<b>MATERIALS:</b>				
-	2 3/8" x 9' Long line posts w/ concrete footings & fittings	28 ea	@ \$111.85 ea	\$3,131.80
-	2 7/8" x 9' Long corner & gate posts w/ footings & fittings	5 ea	@ \$145.60 ea	\$728.00
-	1 5/8" Top & brace rails	386' LF	@ \$3.40 LF	\$1,312.04
-	7ga Tension wire	302' LF	@ \$0.30 LF	\$90.60
-	6' x 9ga x 2" Mesh chain link fabric	302' LF	@ \$6.10 LF	\$1,842.20
-	6' High x 4' walk gate w/ hinges & latch	1 ea	@ \$510.00 ea	\$510.00
			SUBTOTAL:	\$7,615.00
			TAX:	\$666.31
			<b>TOTAL MATERIALS:</b>	<b>\$8,281.31</b>
<b>EQUIPMENT:</b>				
	Crew Truck	36 hrs	@ \$25.00 hr	\$900.00
	Bobcat & Hauler	12 hrs	@ \$49.00 hr	\$588.00
			<b>TOTAL EQUIPMENT:</b>	<b>\$1,488.00</b>
<b>LABOR:</b>				
-	Foreman	36 hrs	@ \$88.76 per hr	\$3,195.36
-	Laborer	48 hrs	@ \$82.40 per hr	\$3,955.20
			<b>TOTAL LABOR:</b>	<b>\$7,150.56</b>

SUBTOTAL: \$16,919.87

15% Overhead & Profit: \$2,537.98

BONDS @ 1%: \$194.58

**TOTAL ADD: \$19,652.43**

OPTION: Remove Spoils - ADD: \$1,350.00



August 2, 2023

Mr. Rafael Alamillo  
Balfour Beatty  
Senior Project Manager  
600 Galleria Parkway, Suite 1800  
Atlanta, GA 30339  
805-266-1052  
[fcarbajal@balfourbeattyus.com](mailto:fcarbajal@balfourbeattyus.com)

Re: **Change Order No. 12 for Retention Basin**  
Rose Avenue Elementary – Oxnard, CA  
HZ Proposal No. R313694.02

Dear Rafael:

Huitt-Zollars, Inc. appreciates the opportunity to continue to provide professional surveying services to Balfour Beatty (Client) on the Rose Avenue Elementary Project located in Oxnard, CA (Project). Huitt-Zollars is requesting a contract modification for additional staking and re-staking as outline below.

**SCOPE OF SERVICES:**

Huitt-Zollars will provide staking at retention basin adjacent to storm water chamber, as outlined in the attached CE #172 – RFI #432.

- 1.0 Storm Drain:** Stake SD Line and catch basin.
- 2.0 Detention Basin:** Stake tops with story to toe.
- 3.0 Utility Relocation:** Stake new locations.
- 4.0 Office Support and Field Calculations.**

**COMPENSATION:**

<b>Total Change Order No. 12</b>	<b>\$</b>	<b>6,000.00</b>
----------------------------------	-----------	-----------------

**TERMS & CONDITIONS:**

Our services have been provided per the Professional Services Agreement dated October 8, 2021, between Balfour Beatty and Huitt-Zollars.

**AUTHORIZATION:**

---

By signing this letter and returning it to our office, you acknowledge your acceptance of this request for change order. If you have any comments or questions about any aspect of this request for change order, please do not hesitate to give me a call.

Sincerely,

**HUITT-ZOLLARS, INC.**

**BALFOUR BEATTY**



\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Mike Franks

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

Associate

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

8/2/2023

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



\_\_\_\_\_  
*Signature*

Jeffrey Okamoto

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

Vice President

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

8/2/2023

\_\_\_\_\_  
*Date*





## JDML Inc. STANDARD INDUSTRIES CONSTRUCTION CHANGE ORDER REQUEST

**LOCATION:** Rose Ave Elementary **COST CENTER:** \_\_\_\_\_

**TRADE:** Demolition **CONTRACT NO:** 15650000

**ORIGINAL CONTRACT AMOUNT:** \$                     -

**PRIOR CHANGE ORDERS:** \$                     -

**THIS CHANGE ORDER NO:** 005

DESCRIPTION	QTY	UM	UNIT PRICE	TOTAL COST
Excavator concrete processing	4	HR	\$ 320.00	\$1,280.00
Excavator handling/loading concrete	8	HR	\$ 265.00	\$2,120.00
Trucking concrete & trash	8	HR	\$ 140.00	\$1,120.00
Tipping Fees (Concrete)	5	EA	\$ 75.00	\$375.00
Tipping Fees (Trash)	10	Ton	\$ 72.00	\$720.00
Mobilization	1	EA	\$ 700.00	\$700.00

**TOTAL THIS CHANGE ORDER** **\$6,315.00**

**REVISED CONTRACT AMOUNT (if approved)** \_\_\_\_\_

Reason for Change: \_\_\_\_\_

Debris (unearthed by grading operations) generated by others @ Retension Basin

Submitted: \_\_\_\_\_ Recommended: \_\_\_\_\_ Approved: \_\_\_\_\_

Randy Mayes - August 17, 2023  
Offsite Trade, Date

\_\_\_\_\_  
Superintendent, Date

\_\_\_\_\_  
CD Manager, Date



# SUMMER CONSTRUCTION, INC.

GENERAL ENGINEERING CONTRACTORS

Balfour Beatty Construction, LLC  
330 E. Esplanade Drive, #1120  
Oxnard, CA. 93036

August 16, 2023

ATTN: Rafael Alamillo– Project Manager

**RE: Rose Ave. Elementary School - Retention Basin – ASI 029 - ASI028 C501**

**“REVISED”**

## **CHANGE ORDER REQUEST**

Summer Construction, Inc. hereby submits a cost estimate for the excavation and haul off of material for the Retention Basin adjacent to the storm water chamber.

Scope of the work includes mobilization/demobilization, excavation of basin to design elevations and haul off of surplus material.

Our revised change order request is for a 4.6 ft deep excavation of the retention basin, as our original COR was for only 12.5” excavation to surrounding grades. Summer Construction estimates this work to take 3 working days to complete.

Summer also requests that the owner stake the 4 corners of the basin with cuts to finish grade with the slope ratio.

\*Survey to be provided by Owner/General Contractor

\*Demo of existing AC and Base by others

**Estimated Cost for the Excavation/Export Change Order Request: \$ 32,612.70**

Sincerely,

Sam Bennett  
President

**SBE # 31601      DIR # 1000004997**

[Email – summer.construction@hotmail.com](mailto:summer.construction@hotmail.com)

**P.O. BOX 30 SANTA PAULA, CA. 93061 LICENSE NO. 597494(805) 933-9364**



**IBI GROUP**  
537 South Broadway., Suite 500  
Los Angeles, CA 90013

[www.IBIGroup.com](http://www.IBIGroup.com)

## ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

<b>PROJECT:</b>	Rose Avenue K-5 School	<b>ASI NO.:</b>	<b>029R</b>
<b>OWNER:</b>	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	<b>DATE:</b>	08/08/2023
<b>Construction Management</b>	Caldwell Flores Winters, Inc. 815 Colorado Blvd. Suite 201 Los Angeles, CA 90042	<b>ARCHITECT:</b>	Arcadis - IBI Group 537 South Broadway, Suite 500 Los Angeles, CA 90013
<b>CONTRACTOR:</b>	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CA 93036	<b>PROJECT NO.:</b>	109990
		<b>DSA FILE NO.:</b>	56-22
		<b>APPLICATION NO.:</b>	03-119284

The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

**Description:**

Reference Sheet C401, C404, and C501

1. **Provide** Detention Basin adjacent to storm water chamber, per attached Sheet **ASI029R-C401, C404 and C501**. **As point of clarification**, Off-Site Improvement drawings pending approval by City of Oxnard.
2. **Provide** 6'-0" tall Chain Link Fence and Gate, per attached **ASI029R-A01**.

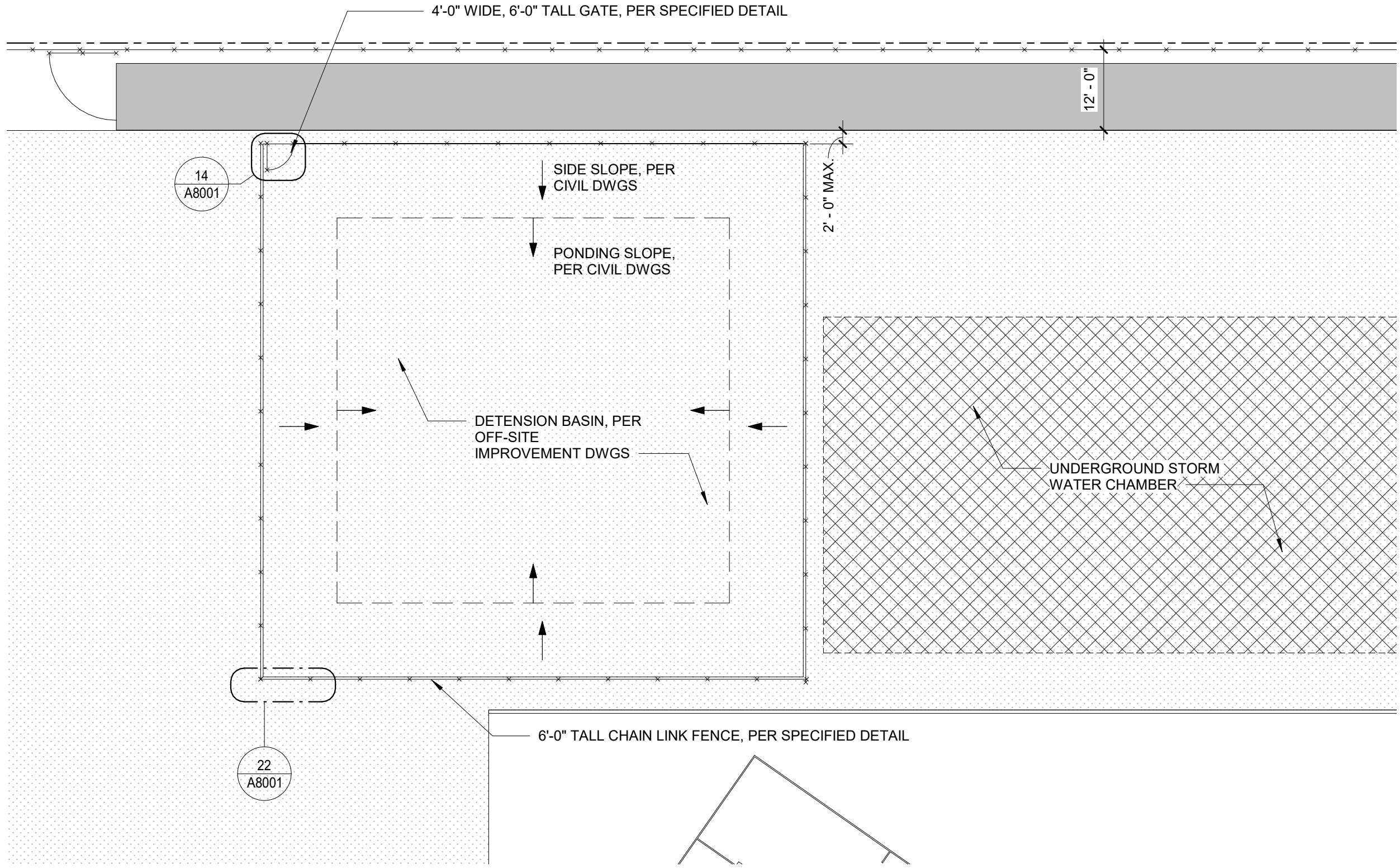
**Attachments: ASI029 – A01, C401, C404, C501**

ISSUED:  
IBI GROUP, A CALIFORNIA PARTNERSHIP

ACCEPTED:

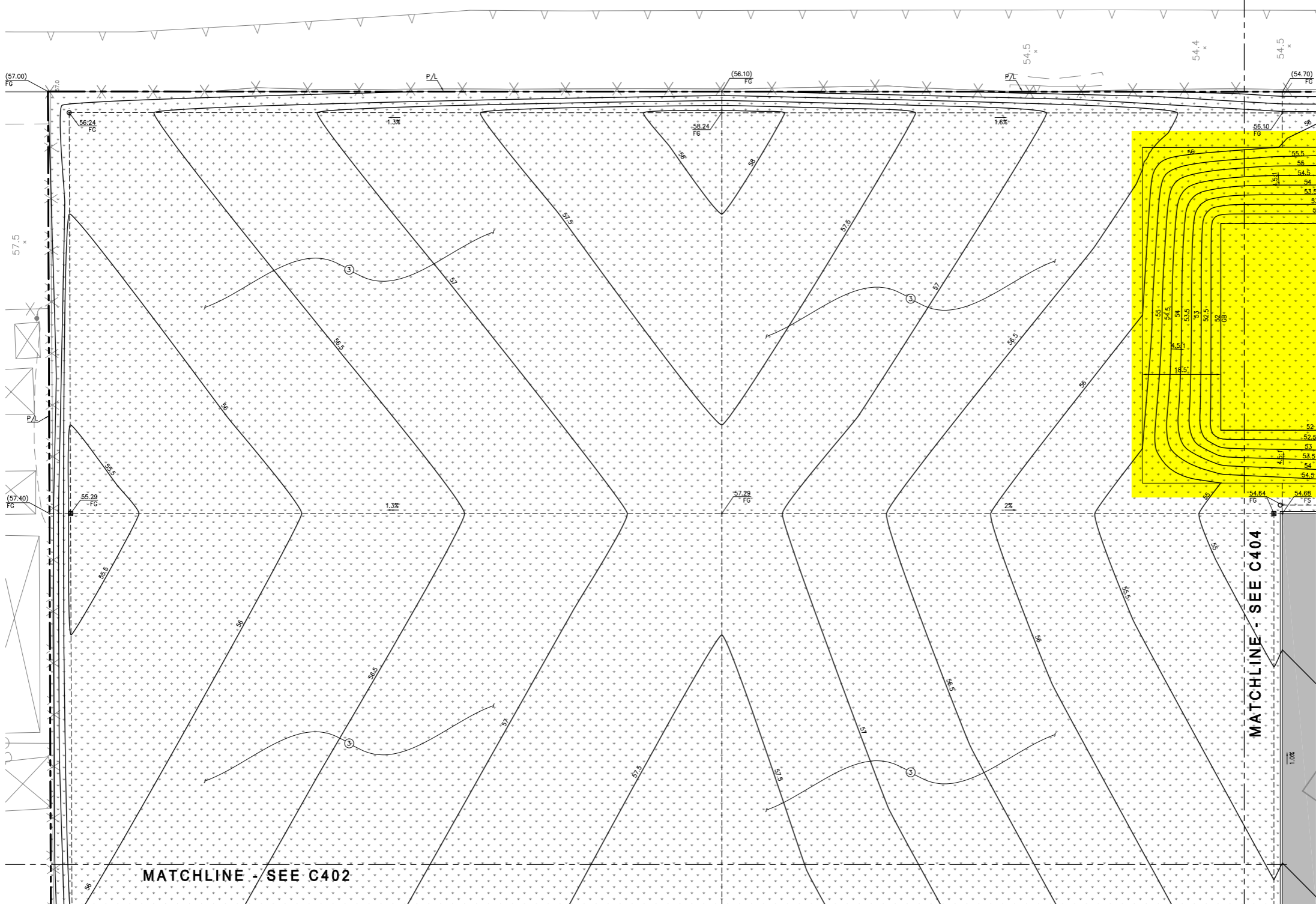
By:     Ruben R     Date:     08/08/2023    

By: \_\_\_\_\_ Date: \_\_\_\_\_



1 RETENTION BASIN  
1/16" = 1'-0"

<b>DETENTION BASIN</b>	DATE 08/08/2023	<b>ASI 029R A01</b>	
	<b>ROSE AVENUE K-5 SCHOOL</b>		OXNARD CA
<b>OXNARD SCHOOL DISTRICT</b>		PROJECT NO. 109990	REFERENCE SHEET NO. A1201
		DSA FILE NO. 56-22	OSA APP. NO. 03-119284
<b>Los Angeles</b>		537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016	



**CONSTRUCTION NOTES:**

- ① CONSTRUCT CONCRETE PAVEMENT PER DETAIL 1 ON SHEET C201.
- ② CONSTRUCT AC PAVEMENT PER DETAIL 2 ON SHEET C201.
- ③ PLANTER/LANDSCAPE PER LANDSCAPE PLANS.
- ④ CONSTRUCT CONCRETE CURB PER DETAIL 7 ON SHEET C201.
- ⑤ INSTALL NEW FENCE AND GATE PER ARCHITECTURAL PLANS.
- ⑥ CONSTRUCT MOWING STRIP PER DETAIL 8 ON SHEET C201.
- ⑦ CONSTRUCT LONGITUDINAL CONCRETE GUTTER PER DETAIL 9 ON SHEET C201.
- ⑧ CONSTRUCT CONCRETE CURB AND GUTTER PER DETAIL 10 ON SHEET C201.
- ⑨ NOT USED.
- ⑩ CONSTRUCT WALL PER STRUCTURAL PLANS.
- ⑪ CONSTRUCT RUBBERIZED SURFACE PER LANDSCAPE PLANS.
- ⑫ CONSTRUCT CONCRETE PAVERS PER LANDSCAPE PLANS.
- ⑬ CONSTRUCT DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS.
- ⑭ CONSTRUCT STAIRS PER ARCHITECTURAL PLANS.
- ⑮ CONSTRUCT CURB RAMP TYPE "A" PER SEE DETAIL 12 ON SHEET C201.
- ⑯ CONSTRUCT CURB RAMP TYPE "B" PER SEE DETAIL 12 ON SHEET C201.
- ⑰ CONSTRUCT CURB RAMP TYPE "C" PER SEE DETAIL 12 ON SHEET C201.

**LEGEND**

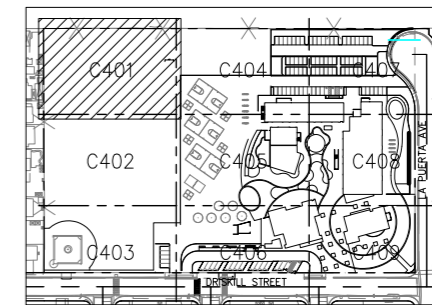
- |  |  |
|--|--|
|  | BUILDING OUTLINE                                   |
|  | NEW CONCRETE PAVEMENT                              |
|  | NEW ASPHALT CONCRETE PAVEMENT AT PLAY AREA         |
|  | NEW ASPHALT CONCRETE PAVEMENT AT PARKING           |
|  | NEW ASPHALT CONCRETE PAVEMENT AT DRIVEWAY/FIRELANE |
|  | NEW PLANTER AREA PER LANDSCAPE PLANS               |
|  | NEW CONCRETE PAVERS PER LANDSCAPE PLANS            |
|  | NEW RUBBERIZED SURFACE PER LANDSCAPE PLANS         |
|  | NEW DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS |
|  | PROPOSED SPOT ELEVATION                            |
|  | EXISTING SPOT ELEVATION                            |
|  | PROP. CONTOUR (1' INTERVAL)                        |
|  | EXIST. CONTOUR (1' INTERVAL)                       |
|  | PROPERTY LINE                                      |
|  | RIDGE  |
|  | GRADE BREAK LINE                                   |
|  | FLOW LINE  |
|  | EXIST. FENCE                                       |
|  | PROPOSED FENCE                                     |
|  | PATH OF TRAVEL                                     |

**GRADING PLAN**

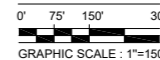


**NOTE TO CONTRACTOR:**

REFER TO OFF-SITE IMPROVEMENT PLAN FOR THE PROPOSED WORK WITHIN THE PUBLIC RIGHT OF WAY.



**KEY MAP**



CLIENT

OXNARD SCHOOL DISTRICT



220 S. Driskill St. Oxnard, CA 93030

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NO.	ISSUANCE	DATE
1A	ADDENDUM 1	06/16/21

ISSUES

CONSULTANTS



BRANDOW & JOHNSTON  
STRUCTURAL-CIVIL ENGINEERS (BAJ INC, INC)  
700 S FLOWER ST PHOENIX, LOS ANGELES, CA 90017  
T: (213) 595-4000 WWW.BAJCE.COM



FOR BRANDOW & JOHNSTON

AGENCY INFORMATION

AGENCY TRACKING NO.	FILE NO.
72398-107	98-22

IDENTIFICATION STAMP  
DIV. OF THE STATE ARCHITECT  
OFFICE OF REGULATION SERVICES

03-119284  
AC FS SS  
DATE

SEAL



PRIME CONSULTANT



315 W 9th Street, Suite 600  
Los Angeles, CA 90015  
Tel: (213) 769-0011 Fax: (213) 769-0016  
ibigroup.com

PROJECT

ROSE AVENUE K-5 SCHOOL  
220 S. DRISKILL ST.  
OXNARD, CA 93030

PROJECT NO:  
109990

DRAWN BY: Author  
DESIGNER: Designer

CHECKED BY: Checker  
APPROVED BY: Approver

SCALE: DATE: 06/05/2019

SHEET TITLE

GRADING PLAN

SHEET NUMBER

C401

ISSUE

1117

B:\9301\109990 - Rose Avenue Elementary\109990 - Rose Avenue Elementary\109990 - Rose Avenue Elementary.dwg

ISSUES	ISSUANCE	DATE
NO.		
1A ADDENDUM 1		06/16/21

CONSULTANTS  

**BRANDOW & JOHNSTON**  
 STRUCTURAL-CIVIL ENGINEERS (BAJ INC, INC.)  
 700 S FLOWER ST PHOENIX, LOS ANGELES, CA 90017  
 T: (213) 586-4000 WWW.BAJCE.COM



AGENCY INFORMATION

AGENCY TRACKING NO	FILE NO
7289-107	98-22
IDENTIFICATION STAMP	
DIV. OF THE STATE ARCHITECT	
OFFICE OF REGULATION SERVICES	
03-119284	
AC	FLS
DATE	



PRIME CONSULTANT  

 315 W 9th Street, Suite 600  
 Los Angeles, CA 90015  
 Tel: (213) 769-0011 Fax: (213) 769-0016  
 ibigroup.com

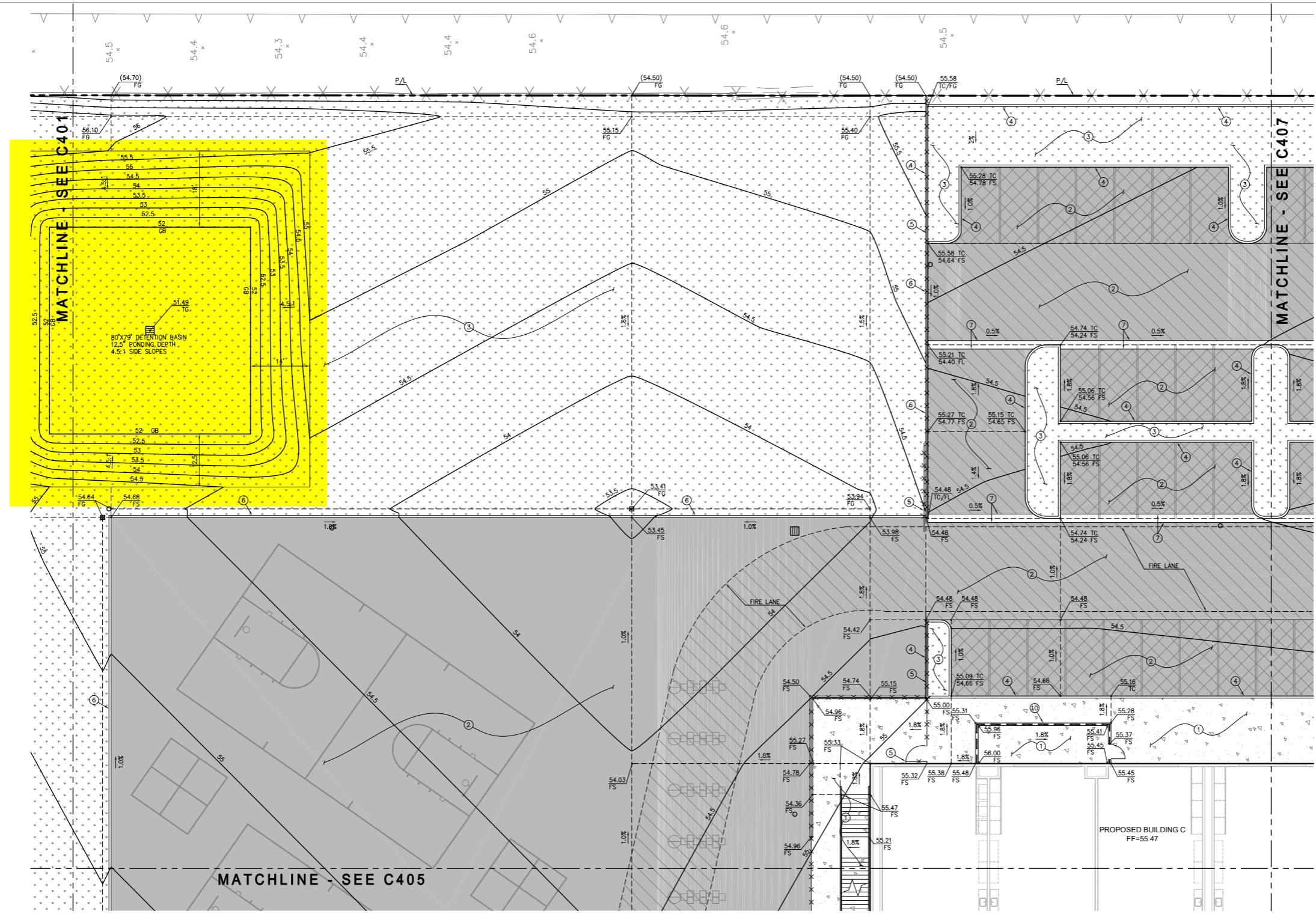
PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST.  
 OXNARD, CA 93030

PROJECT NO: 109990	CHECKED BY: Checker
DRAWN BY: Author	APPROVED BY: Approver
PROJECT MGR: Designer	DATE: 06/05/2019

SHEET TITLE  
**GRADING PLAN**

SHEET NUMBER  
**C404**

ISSUE  
**1118**



- CONSTRUCTION NOTES:**
- CONSTRUCT CONCRETE PAVEMENT PER DETAIL 1 ON SHEET C201.
  - CONSTRUCT AC PAVEMENT PER DETAIL 2 ON SHEET C201.
  - PLANTER/LANDSCAPE PER LANDSCAPE PLANS.
  - CONSTRUCT CONCRETE CURB PER DETAIL 7 ON SHEET C201.
  - INSTALL NEW FENCE AND GATE PER ARCHITECTURAL PLANS.
  - CONSTRUCT MOWING STRIP PER DETAIL 8 ON SHEET C201.
  - CONSTRUCT LONGITUDINAL CONCRETE GUTTER PER DETAIL 9 ON SHEET C201.
  - CONSTRUCT CONCRETE CURB AND GUTTER PER DETAIL 10 ON SHEET C201.
  - NOT USED.
  - CONSTRUCT WALL PER STRUCTURAL PLANS.
  - CONSTRUCT RUBBERIZED SURFACE PER LANDSCAPE PLANS.
  - CONSTRUCT CONCRETE PAVERS PER LANDSCAPE PLANS.
  - CONSTRUCT DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS.
  - CONSTRUCT STAIRS PER ARCHITECTURAL PLANS.
  - CONSTRUCT CURB RAMP TYPE "A" PER SEE DETAIL 12 ON SHEET C201.
  - CONSTRUCT CURB RAMP TYPE "B" PER SEE DETAIL 12 ON SHEET C201.
  - CONSTRUCT CURB RAMP TYPE "C" PER SEE DETAIL 12 ON SHEET C201.

**LEGEND**

	BUILDING OUTLINE
	NEW CONCRETE PAVEMENT
	NEW ASPHALT CONCRETE PAVEMENT AT PLAY AREA
	NEW ASPHALT CONCRETE PAVEMENT AT PARKING
	NEW ASPHALT CONCRETE PAVEMENT AT DRIVEWAY/FIRELANE
	NEW PLANTER AREA PER LANDSCAPE PLANS
	NEW CONCRETE PAVERS PER LANDSCAPE PLANS
	NEW RUBBERIZED SURFACE PER LANDSCAPE PLANS
	NEW DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS

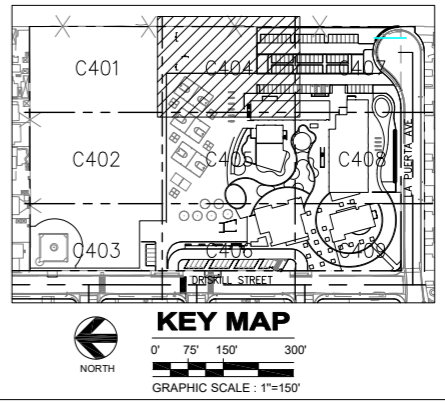
**GRADING PLAN**

0' 5' 10' 20'  
 GRAPHIC SCALE: 1"=10'

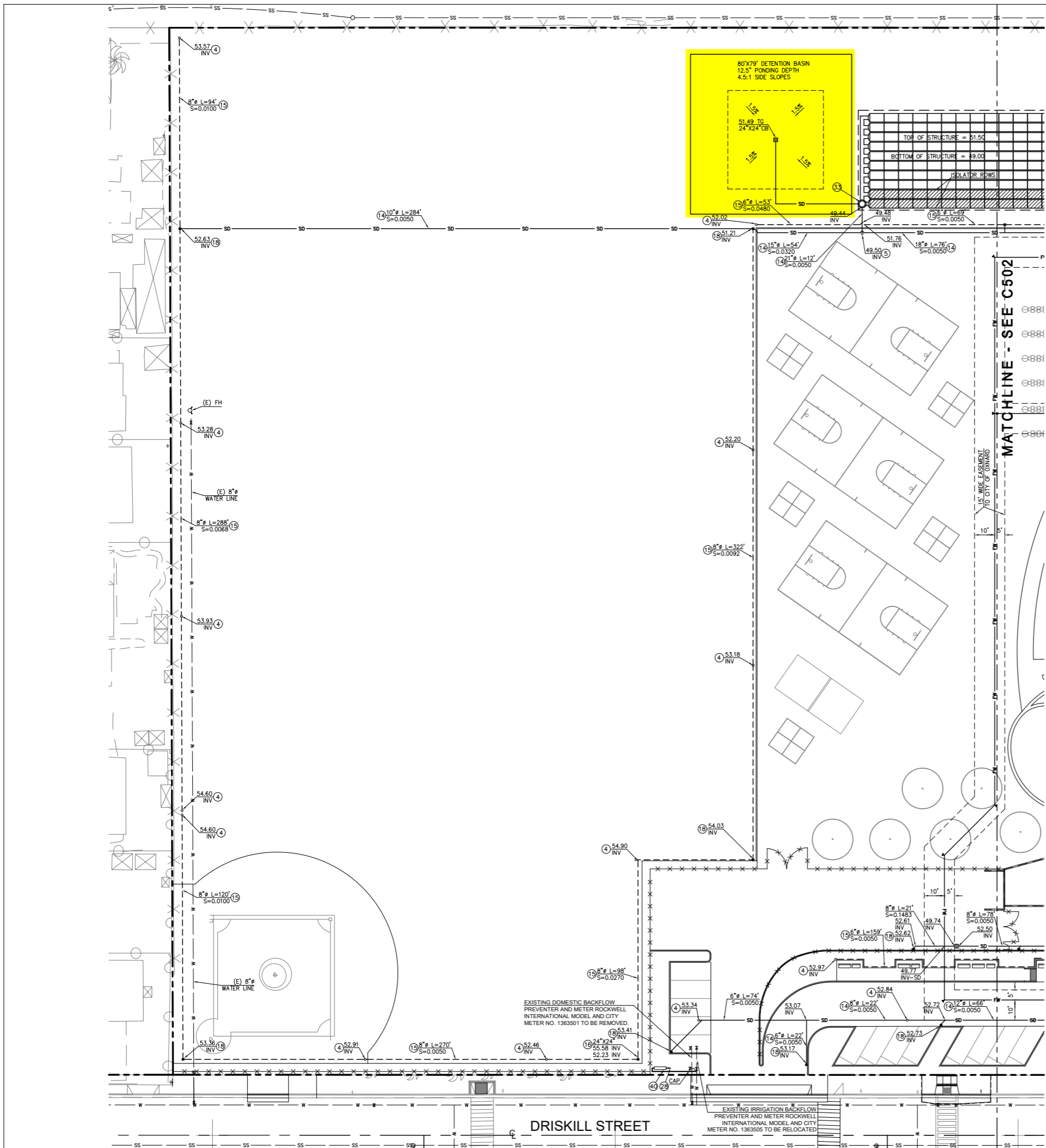
1048.00 FS PROPOSED SPOT ELEVATION  
 (1048.00) FS EXISTING SPOT ELEVATION  
 146 PROP. CONTOUR (1' INTERVAL)  
 146 EXIST. CONTOUR (1' INTERVAL)

PROPERTY LINE  
 RIDGE  
 GRADE BREAK LINE  
 FLOW LINE  
 EXIST. FENCE  
 PROPOSED FENCE  
 PATH OF TRAVEL

**NOTE TO CONTRACTOR:**  
 REFER TO OFF-SITE IMPROVEMENT PLAN FOR THE PROPOSED WORK WITHIN THE PUBLIC RIGHT OF WAY.



B:\981011099001 - Rose Avenue Elementary\109990 - Rose Ave - RED-000 - 04/16/21



**CONSTRUCTION NOTES:**

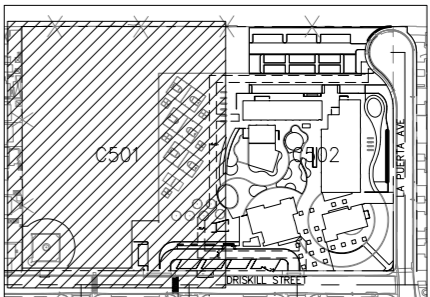
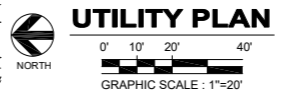
1. INSTALL 6" ABS SANITARY SEWER PIPE AT 1% MINIMUM SLOPE.
2. CONNECT TO BUILDING SEWER. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS.
3. CONNECT TO CITY SEWER MAIN LINE PER STD. PLATE 405. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD.
4. INSTALL CLEANOUT. SEE DETAIL 5 ON SHEET C202.
5. INSTALL 3" PVC SCH40 DOMESTIC WATER LINE.
6. CONNECT TO BUILDING DOMESTIC WATER. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS.
7. CONNECT TO CITY WATER MAIN LINE PER STD. PLATE 310 OR 311. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD.
8. INSTALL 3" REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS OR APPROVED EQUAL. SEE CITY OF OXNARD STANDARD PLAN PLATE 310.
9. INSTALL PVC FIRE WATER LINE, PER AWWA C-900, CLASS 200 W/ D.I. FITTINGS. SIZE PER PLAN.
10. CONNECT TO BUILDING FIRE RISER. COORDINATE SIZE AND LOCATION WITH FIRE SPRINKLER/PLUMBING PLANS.
11. INSTALL 6" DOUBLE DETECTOR CHECK ASSEMBLY WITH FDC, WILKINS MODEL 350ADA OR APPROVED EQUAL. INSTALL TAMPER SWITCH AND CHAIN & LOCK BOX TO SECURE THE VALVES IN OPEN POSITION. SEE DETAIL 8 ON SHEET C202 AND CITY OF OXNARD STANDARD PLAN PLATE 311.
12. FIRE DEPARTMENT CONNECTION (FDC).
13. INSTALL THRUST BLOCK. SEE DETAIL 6 ON SHEET C202.
14. INSTALL HDPE STORM DRAIN PIPE. SIZE PER PLAN.
15. INSTALL HDPE PERFORATED PIPE PER DETAIL 3 ON SHEET C202. SIZE PER PLAN.
16. INSTALL 24"x24" BUBBLER CATCH BASIN WITH FILTER INSERT PER DETAIL 4 ON SHEET C202.
17. INSTALL PARKWAY DRAIN PER STREET IMPROVEMENT PLANS.
18. INSTALL 12"x12" CATCH BASIN WITH FILTER INSERT PER BROOKS PRODUCTS OR APPROVED EQUAL.
19. INSTALL 6" AREA DRAIN PER NDS PRODUCT OR APPROVED EQUAL.
20. CONNECT TO BUILDING GAS. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS.
21. INSTALL GAS LINE. SEE PLUMBING PLANS FOR SIZES AND MATERIALS.
22. CONNECT TO GAS MAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH GAS PURVEYOR.
23. INSTALL GAS METER PER PLUMBING PLAN.
24. INSTALL WATER METER. COORDINATE WITH CITY OF OXNARD.
25. INSTALL GREASE INTERCEPTOR PER PLUMBING PLAN.
26. INSTALL NEW FIRE HYDRANT PER CITY OF OXNARD STANDARD PLATE 300.
27. INSTALL 24"x24" CATCH BASIN WITH FILTER INSERT PER BROOKS PRODUCTS OR APPROVED EQUAL.
28. EXISTING 3" IRRIGATION LINE. SEE LANDSCAPE PLANS FOR CONTINUATION.
29. INSTALL STORMTECH INFILTRATION STRUCTURE PER SHEET C203.
30. INSTALL CURB DRAIN PER STREET IMPROVEMENT PLANS.
31. CONNECT TO PLAYGROUND'S SUBDRAINAGE. COORDINATE SIZE AND LOCATION WITH LANDSCAPE PLANS.
32. ENCASE PIPE WITH CONCRETE.
33. INSTALL NYLOPLAST MANHOLE STRUCTURE PER DETAIL 7 SHEET C202.
34. INSTALL 1" PVC SCH40 DOMESTIC WATER LINE.
35. INSTALL 3" ABS SANITARY SEWER PIPE AT 1% MINIMUM SLOPE.
36. CONNECT TO DRINKING FOUNTAIN.
37. CONNECT TO CITY STORM DRAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD.
38. INSTALL 1-1/2" REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS OR APPROVED EQUAL.
39. NEW 1-1/2" DOMESTIC WATER SERVICE AND METER PER STD. PLATE 304. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD.
40. RELOCATED 3" IRRIGATION BACKFLOW PREVENTER AND METER. CONNECT TO EXISTING IRRIGATION LINE.
41. INSTALL 1-1/2" PVC SCH40 DOMESTIC WATER LINE.

**LEGEND**

---	PROPERTY LINE	---	G	---	EXIST. GAS MAIN
---	CENTER LINE	---	SS	---	EXIST. SANITARY SEWER
---	LIMITS OF BUILDING OVEREXCAVATION	---	SD	---	EXIST. STORM DRAIN
---	FENCE	---	W	---	EXIST. WATER MAIN
---	EXIST. FENCE	---	RW	---	EXIST. RECLAIMED WATER
---	PERFORATED PIPE	---	FW	---	EXIST. FIRE WATER
---	GAS MAIN	---	E	---	EXIST. ELECTRIC U/G CABLE
---	SANITARY SEWER	---	T	---	EXIST. TELEPHONE
---	STORM DRAIN	---	---	---	ADA PATH OF TRAVEL
---	WATER MAIN	---	---	---	EXISTING RETAINING WALL
---	RECLAIMED WATER	---	---	---	EXISTING SCREEN WALL
---	FIRE WATER	---	---	---	EXISTING VALVE
---	ELECTRIC CABLE (FOR REF. ONLY)	---	---	---	EXISTING FIRE HYDRANT
---	TELEPHONE (FOR REF. ONLY)	---	---	---	

**SHEET NOTE:**

1. FOR PIPE TRENCHING DETAIL: FLEXIBLE PIPE, SEE DETAIL 1 ON SHEET C202. WATER/GAS PIPE, SEE DETAIL 2 ON SHEET C202.



CLIENT  
**OXNARD SCHOOL DISTRICT**  
220 S. Driskill St, Oxnard, CA 93030

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This drawing has been prepared solely for the intended use. Any reproduction or distribution for any purpose other than authorized by the Client is prohibited. Within dimensions shall have precedence over scaled dimensions. Construction shall verify and be responsible for all dimensions and conditions on the job, and all Group shall be relieved of responsibility from the information and conditions shown on this drawing. Group drawings shall be submitted to the Client for approval by general contractor before proceeding with construction.

ISSUES  
NO. ISSUANCE DATE  
1A ADDENDUM 1 06/16/21

CONSULTANTS  
**BRANDOW & JOHNSTON**  
STRUCTURAL-CIVIL ENGINEERS (BAJ INC, INC.)  
700 S FLOWER ST #1000, LOS ANGELES, CA 90017  
T: (213) 588-4000 WWW.BJCE.COM

AGENCY INFORMATION  
AGENCY TRACKING NO: 72598-107 FILE NO: 98-22  
IDENTIFICATION STAMP  
DIV. OF THE STATE ARCHITECT  
OFFICE OF REGULATION SERVICES  
03-119284  
AC: FLS: SS  
DATE:

PRIME CONSULTANT  
**IBI**  
215 W 9th Street, Suite 600  
Los Angeles, CA 90015  
Tel: (213) 769-0011 Fax: (213) 769-0016  
ibigroup.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST.  
OXNARD, CA 93030

PROJECT NO: 109990  
DRAWN BY: Author CHECKED BY: Checker  
PROJECT MGR: Designer APPROVED BY: Approver  
SCALE: DATE: 06/05/2019  
SHEET TITLE: **UTILITY PLAN**

SHEET NUMBER: **C501** ISSUE: **1119**

Contingency Owner  Oxnard School District  
Draw Architect  IBI Group  
Request (CDR) Contractor  Balfour Beatty  
PM  CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction Contingency Request #: 086 R2  
200 East Driskill St.  
Oxnard, CA 93030 Date: 8-4-2023

TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

Per previous CFW commentary,  
"Both CDR 85 and CDR 86 are approved to commence work  
in order to stay on schedule for the return of District staff and  
students. These will both be considered not to exceed  
amounts and will be evaluated after completion of the work to  
rectify actual costs."

The Contract is changed as follows:

Ref. Cost Event #170, CDR 086 R2 - ASI 028 East Access Parking  Provide labor, equipment and materials for the modifications to the East Parking Lot for the scope includes the following: 1. New Fence Reconfiguration 2. Saw cut the entire length of the perimeter road from the S. existing gate to the N. existing gate. 3. Remove previously installed A/C in Phase I for the perimeter road and North temporary parking lot. 4. Relocated and modify 3 existing gate(s) with post supports and hardware to ensure they are lockable. 5. Provide a new walkway including curbs between the East parking lot and curb at new planter on the South side. 6. Provide a temporary 2" access entry at the La Puerta to allow the teacher vehicles to enter the parking lot and striping.	\$ 25,705.87
---	--------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty ARCHITECT IBI Group PROGRAM MANAGER CFW Group, Inc.  
By: Rafael Ramirez By: [Signature] By: \_\_\_\_\_  
Date: 8/4/23 Date: 08/15/2023 Date: \_\_\_\_\_

OWNER - Oxnard School District By: \_\_\_\_\_ Date: \_\_\_\_\_



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-4-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	170
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

<b>Description of Work:</b>			
Ref. Cost Event #170, CDR 086 - ASI 028 East Access Parking			
Provide labor, equipment and materials for the modifications to the East Parking Lot for the scope includes the following:			
1. New Fence Reconfiguration			
2. Saw cut the entire length of the perimeter road from the S. existing gate to the N. existing gate.			
3. Remove previously installed A/C in Phase I for the perimeter road and North temporary parking lot.			
4. Relocated and modify 3 existing gate(s) with post supports and hardware to ensure they are lockable.			
5. Provide a new walkway including curbs between the East parking lot and curb at new planter on the South side.			
6. Provide a temporary 2" access entry at the La Puerta to allow the teacher vehicles to enter the parking lot and striping.			
<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
\$	-	<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Fence Factory	Fence Relocation	\$ 3,225.00	
JDML	A/C Demolition	\$ 7,759.20	
Econo Fence	Gate relocation with post and hardware	\$ 6,715.00	
Inland	Added curbs and walkway & new planter cubs	\$ 3,682.46	
BC Rincon	Temp. Entry A/C Access & Parking lot striping	\$ 4,069.70	
		<b>Subtotal B: \$</b>	<b>25,451.36</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)		\$ -	
Taxes at 9.5% of Material		\$ -	
Labor (includes Fringe Benefits)		\$ -	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)		\$ -	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b> <span style="float: right;">* N/A for Contingency Draw Requests</span>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C		\$ -	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	<b>\$ 254.51 1%</b>	<b>Subtotal E: \$</b>	<b>254.51</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>25,705.87</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 \_\_\_\_\_  
 Print Name & Title (General Contractor)

*Rafael Alamillo*  
 \_\_\_\_\_  
 Signature 2023-08-04  
Date



821 MAULHARDT AVE, CA. 93030 805.644.4617 805.644.0309

---

**10 Locations to Serve you throughout California**  
**Call Toll Free 888-713-3623**  
D.I.R. Registration #1000003937

July 17, 2023

Attn: Rafael

Re: Quote for Temporary Fence relocate in Rose Ave Elementary,

**Temporary fence relocate:**

Break down of approx. 500' of 8'x 10' temporary chain-link fence panels with shade cloth post core drilled in asphalt. Relocated fence line approx. 50', with half the fence line post driven in dirt and other half with heavy stands

**Break down and Relocate of Temp Fencing = \$3,225.00**

The prices on this fence quote reflect a rental term of 0-6 months using prevailing labor wage rates. There are no refunds for early removal. **After the initial agreement ends, you may continue to rent the fence on a month-to-month basis for 10% of the initial cost.** Customer will be responsible for any damaged fence. Customer could be charged an hourly labor rate of \$250 for hand carry, clearing of obstructions, or delays to work by caused by customer or their agents. Any return trips for add-ons, partial removals, repairs and relocations are chargeable with a \$250 minimum







Respectfully,

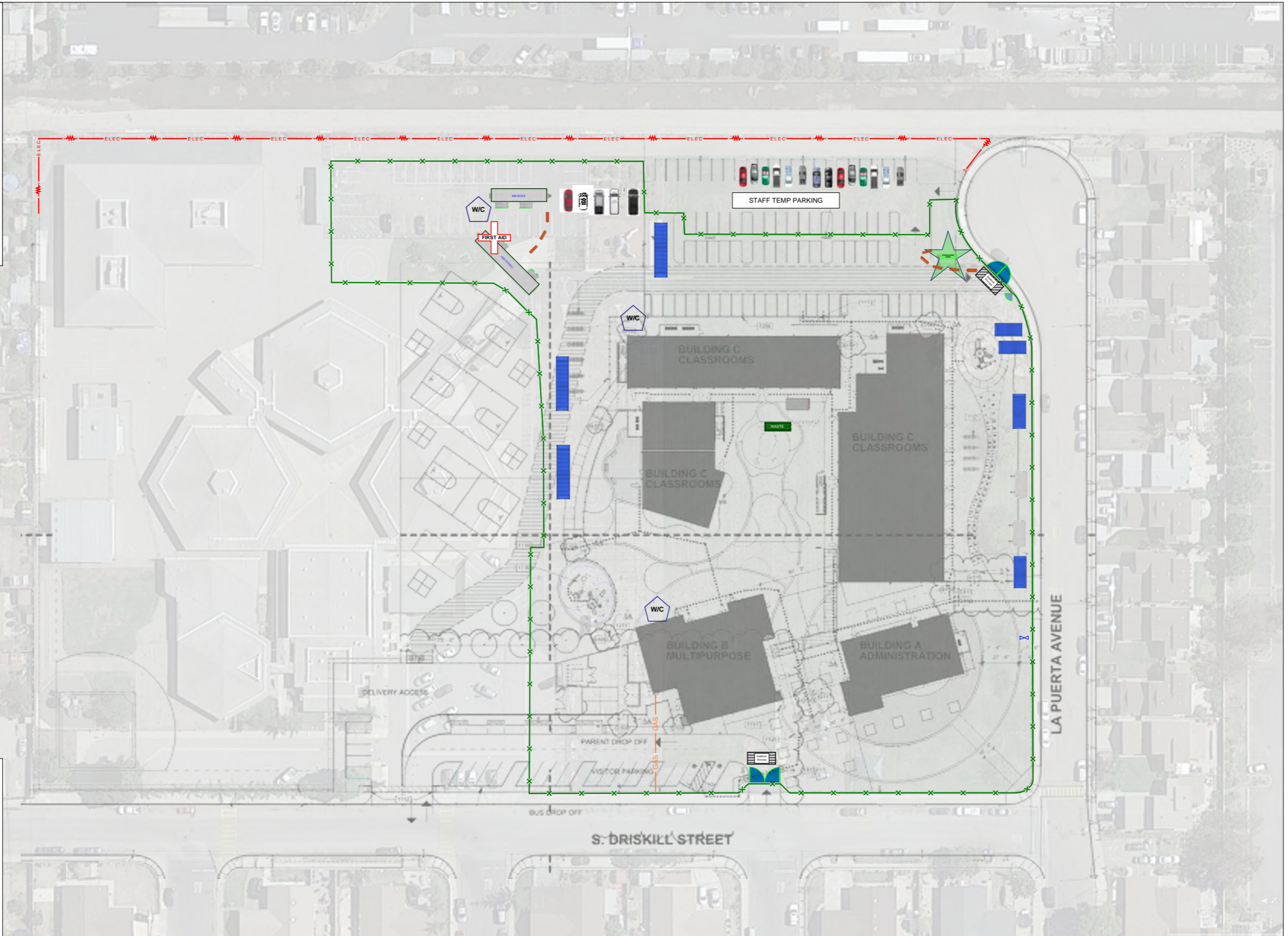
Manuel Tapia

# Rose Ave ES Reconstruction

## Logistic Plan Phase 1a

**Legend**

-  Evacuation Zone
-  First Aid
-  Gas
-  Overhead Electrical
-  Restrooms w/ Hand Washes
-  Temp Fence



**EMERGENCY CONTACTS**

**SoCal Gas**  
1-800-427-2200

**Edison**  
1-800-611-1911

**Oxnard Water Dept.**  
805-385-8136



# JDML Inc. STANDARD INDUSTRIES CONSTRUCTION CHANGE ORDER REQUEST

**LOCATION:** Rose Ave Elementary **COST CENTER:** \_\_\_\_\_

**TRADE:** Demolition **CONTRACT NO:** 15650000

**ORIGINAL CONTRACT AMOUNT:** \$ \_\_\_\_\_ -

**PRIOR CHANGE ORDERS:** \$ \_\_\_\_\_ -

**THIS CHANGE ORDER NO:** 004

DESCRIPTION	QTY	UM	UNIT PRICE	TOTAL COST
Re-Mobilization	2	LS	\$ 700.00	\$1,400.00
Saw - Cutting	12	HR	\$ 200.00	\$2,400.00
Asphsalt / Demo & Loading	4040	SF	\$ 0.45	\$1,818.00
Asphalt / haul-off	4040	SF	\$ 0.20	\$808.00
Tipping Fee / Vulcan Materials	4040	SF	\$ 0.33	\$1,333.20

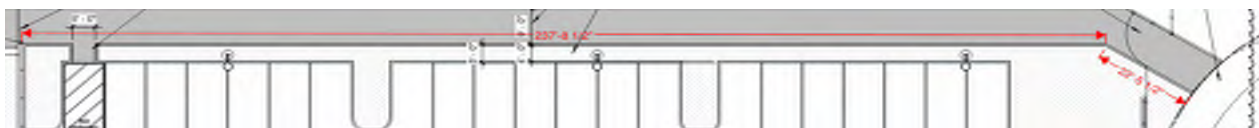
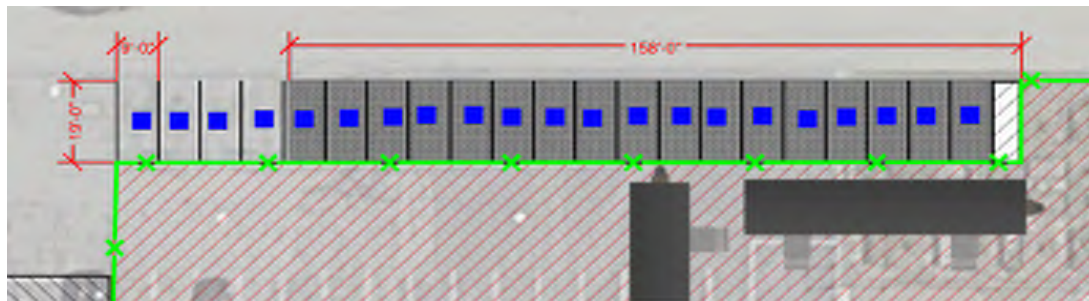
**TOTAL THIS CHANGE ORDER** **\$7,759.20**

**REVISED CONTRACT AMOUNT (if approved)** \_\_\_\_\_

Reason for Change: Asphalt removal - which is part of our original Scope-of-Work, just out of sequence. Thus, a separate mobilization is due. Additional Asphalt removal placed after Contract award

Submitted: \_\_\_\_\_ Recommended: \_\_\_\_\_ Approved: \_\_\_\_\_

Randy Mayes - August 04,2023 \_\_\_\_\_ \_\_\_\_\_  
Offsite Trade, Date Superintendent, Date CD Manager, Date



# CHANGE ORDER REQUEST

<b>TO:</b> Name <u>Balfour Beatty Const.</u> Address _____ City _____ State _____ Zip _____	Number <u>5</u> Date <u>7/21/23</u>
	<b>JOB SITE INFORMATION:</b> Job Name <u>Rose Ave ES</u>
	Job Location <u>Oxnard</u>
	<b>ATTENTION:</b> <u>Rafael</u>

We hereby agree to the change(s) specified below:

Please provide further detailed description.  
 Provide Graphical representation for this scope.

- ① Relocate ( 1ea ) gate to South end, modify gate leaf
  - ② Relocate central gate, close off opening from removed gate
- Materials = \$2,757  
 Labor & Equip = \$3,958  
 Total add = \$6,715

<u>Judd Leslie</u> Contractor Signature; Judd Leslie- Project Manager  <u>7/21/23</u> Date	Please make the change(s) specified above at this price <u>\$6,715</u>  Previous contract amount _____  Revised contract amount _____
--	---

**ACCEPTED** - The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

_____ Signature	_____ Date
--------------------	---------------

ISSUES		
NO	ISSUANCE	DATE
3A	ADDENDUM 3	07/07/21

CONSULTANTS

AGENCY INFORMATION:

AGENCY TRACKING NO. 72538-107	FILE NO. 56-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
AC	FLS SS
DATE	

SEAL

PRIME CONSULTANT  

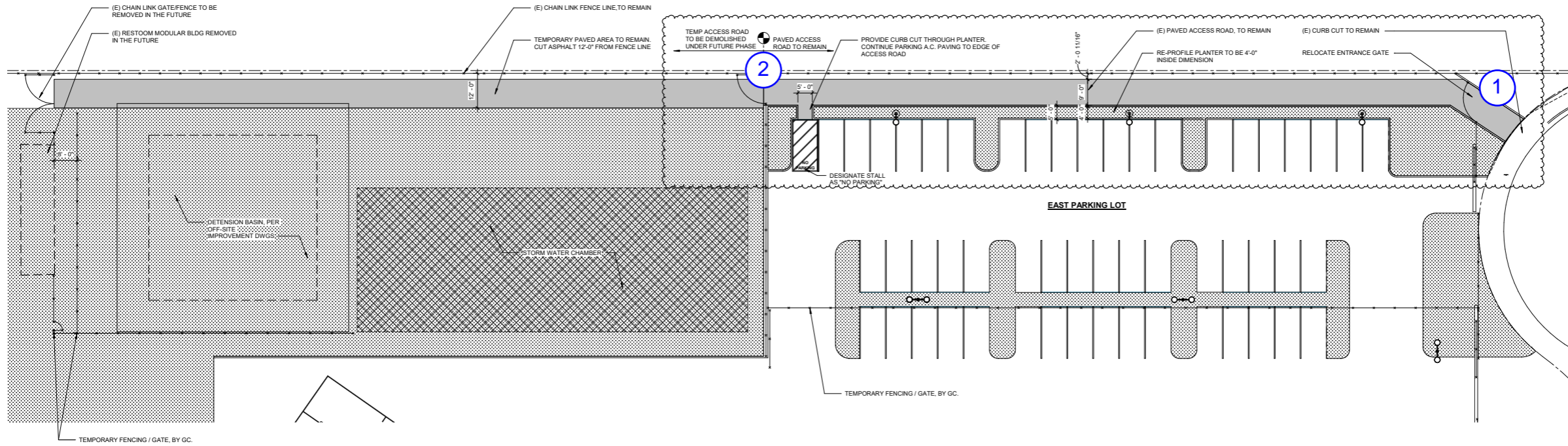
**IBI GROUP**  
 637 South Broadway, Suite 500  
 Los Angeles, CA 90013  
 tel (213) 769-0011 fax (213) 769-0016  
 ibigroup.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST.  
 OXNARD, CA 93030

PROJECT NO: 109990	
DRAWN BY: Author	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver
SCALE: 1/16" = 1'-0"	DATE: 06/29/23

SHEET TITLE  
**EAST PARKING LOT - ACCESS ROAD**

SHEET NUMBER  
**ASI028**  
**A1**  
 ISSUE  
**1126**



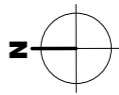
# Draft Print

06-29-2023 6:48:05 PM

**1 EAST PARKING LOT - ACCESS ROAD**

1/16" = 1'-0"

NOTE: REFER TO SHEET AD03A-A1100R, FOR ADDITIONAL INFORMATION NOT SHOWN



IBI Group, Inc. 637 South Broadway, Suite 500 Los Angeles, CA 90013  
 Project: 109990 - Rose Avenue K-5 School Re-Construction  
 Sheet: ASI028 - EAST PARKING LOT - ACCESS ROAD



SENT VIA: Email

**CHANGE ORDER REQUEST # 8R1**

PAGES: 0

<b>PROJECT:</b>	Rose Ave. ES	<b>DATE:</b>	7/31/2023
<b>INLAND'S JOB NO:</b>	21-042	<b>PROJECT NO:</b>	
		<b>CONTRACT FOR:</b>	#28 Site Concrete
<b>TO:</b>	Balfour Beatty Construction	<b>FROM:</b>	IBCC
<b>ATTN:</b>	Rafael Alamillo		
<b>SUBJECT:</b>	ASI No. 028R		

**Additional Days Required: 1**

**COR Valid for 30 days**

**DESCRIPTION:**

Costs associated with forming, pouring, finishing, and form removal of additional curb in the parking lot per ASI No. 028R. Hand excavation of curb due to project modifications.

**Self Performed Work**

Labor	\$	5,259.85
Material	\$	875.00
Equipment	\$	-
<b>Subtotal</b>	<b>\$</b>	<b>6,134.85</b>
Contractor's Overhead & Profit	10% \$	613.49
<b>Contractor's Subtotal</b>	<b>\$</b>	<b>6,748.34</b>

**Subcontractor Work**

	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
<b>Subcontractors Subtotals</b>	<b>\$</b>	<b>-</b>
Contractor's Overhead & Profit	5% \$	-
<b>Subtotals</b>	<b>\$</b>	<b>-</b>

<b>Subtotal Contractors / Subcontractors</b>	<b>\$</b>	<b>6,748.34</b>
<b>Insurance</b>	2.0% \$	134.97
<b>Bond</b>		
<b>Textura Fee</b> (if applicable, .22% of contract if max \$3,750 has not been met)	\$	-
<b>Total Change Request</b>	<b>\$</b>	<b>6,883.30</b>



**Change Request Cost Breakdown**

Details	Qty.	Unit	Rate	Total	Notes
<b>Labor</b>		8R1			
Carpenter Foreman w/Truck		Hrs	\$103.30	\$0.00	
Carpenter Foreman w/Truck O.T.		Hrs	\$138.22	\$0.00	
Carpenter w/Truck		Hrs	\$99.13	\$0.00	
Carpenter w/Truck O.T.		Hrs	\$131.97	\$0.00	
Carpenter	59	Hrs	\$89.15	\$5259.85	
Carpenter O.T.		Hrs	\$118.68	\$0.00	
Truck Driver		Hrs	\$36.00	\$0.00	
Costs associated with forming, pouring, finishing, and form removal of additional curb in the parking lot					
	Qty.	Unit	Rate	Total	Notes
<b>Materials</b>					
Concrete	3	Cy	\$210.00	\$630.00	2 yd min.
Concrete Shortload Charge	7	Ea	\$35.00	\$245.00	Yards not used
Concrete PW Delivery Fee (AB)		Ea	\$250.00	\$0.00	
Fill Sand		Ton	\$26.78	\$0.00	
Class II Agg. Base		Ton	\$20.00	\$0.00	
CMB Agg. Base		Ton	\$32.56	\$0.00	
10 Mil. Stego Vapor Barrier		Roll	\$455.00	\$0.00	
15 Mil. Stego Vapor Barrier		Roll	\$525.00	\$0.00	
Vapor Barrier Tape		Roll	\$46.67	\$0.00	
Vapor Barrier Mastic		Pail	\$155.00	\$0.00	
6 Mil. Visqueen		Roll	\$98.34	\$0.00	
10 Mil. Visqueen		Roll	\$135.34	\$0.00	
Styrofoam Fill		Sheet		\$0.00	
3/4" Formply		Sheet	\$78.26	\$0.00	
2X Form Lumber		Bf	\$2.32	\$0.00	
Masonite		Sheet	\$24.00	\$0.00	
16 Duplex Nails		Box	\$52.45	\$0.00	
8 Duplex Nails		Box	\$54.31	\$0.00	
Const. Grout		Bag	\$23.83	\$0.00	
High Strength Non-Shrink Grout		Bag	\$41.89	\$0.00	
Ardex K-15		Bag	\$47.45	\$0.00	
Ardex Primer		Gal	\$43.52	\$0.00	
Ardex Feather Finish		Bag	\$45.92	\$0.00	
Rapid Set Wunderfixx		Bag	\$39.42	\$0.00	
Duct Tape		Roll	\$8.00	\$0.00	
1/2" x 4" Felt		Lf	\$0.47	\$0.00	
Felt Plastic A Cap		Lf	\$0.34	\$0.00	
Hilti RE-500 Epoxy		Tube	\$45.36	\$0.00	
Hilti HY 200 Epoxy		Tube	\$42.13	\$0.00	
36" Metal Stake Rental		Ea	\$0.66	\$0.00	
24" Metal Stake Rental		Ea	\$0.56	\$0.00	
12" Metal Stake Rental		Ea	\$0.47	\$0.00	
Snap Tie Jahn Bracket Rental		Ea	\$0.67	\$0.00	
Turn Buckle Form Aligner Rental		Ea	\$4.35	\$0.00	
Snap Tie Wedge Rental		Ea	\$0.37	\$0.00	
Rebar		Lf	\$0.93	\$0.00	
				\$0.00	
Diesel Fuel		Gal		\$0.00	
Gasoline		Gal		\$0.00	



	<b>Qty.</b>	<b>Unit</b>	<b>Rate</b>	<b>Total</b>	<b>Notes</b>
<b>Equipment</b>					
Small Truck		Hrs	\$68.00	\$0.00	
Trucking		Hrs	\$105.00	\$0.00	
950 Loader		Hrs	\$184.00	\$0.00	
Water Truck		Hrs	\$87.00	\$0.00	
Skip Loader		Hrs	\$147.00	\$0.00	
Skid Steer (Bobcat)		Hrs	\$143.00	\$0.00	
Skid Steer Mini Excavator		Hrs	\$152.00	\$0.00	
Concrete Pump		Cy	\$107.00	\$0.00	
Telebelt Conveyor		Hrs	\$184.00	\$0.00	
Backhoe		Hrs	\$170.00	\$0.00	
Backhoe Breaker		Hrs	\$185.00	\$0.00	
Backhoe Compactor Wheel		Hrs	\$185.00	\$0.00	
Backhoe/ Skidsteer with Auger		Hrs	\$185.00	\$0.00	
Compaction Roller		Hrs	\$87.00	\$0.00	
Generator		Day	\$125.00	\$0.00	
Vibrator Plate		Day	\$124.00	\$0.00	
Rotary Hammer		Hrs	\$19.00	\$0.00	
Bosch Chipping Hammer		Hrs	\$16.00	\$0.00	
Air Compressor		Day	\$225.00	\$0.00	
90lb Jack Hammer		Day	\$95.00	\$0.00	
Air Compressor Hoses		Day	\$35.00	\$0.00	
30lb. Chipping Gun		Day	\$65.00	\$0.00	
Concrete Saw		Hrs	\$148.00	\$0.00	
Soff-Cut Saw		Hrs	\$125.00	\$0.00	
Water Pump/ Discharge Hoses		Hrs	\$25.00	\$0.00	
Shop Vacuums		Hrs	\$10.00	\$0.00	
Concrete Wash Out Bin		Ea	\$500.00	\$0.00	
Dump Fees		Loads	\$180.00	\$0.00	

<b>Sub Total Labor</b>	\$5259.85
<b>Sub Total Material</b>	\$875.00
<b>Sub Total Equipment</b>	\$0.00

# CCO #10 - REV#1

**BC RINCON CONSTRUCTION, INC**  
**Mailing Address: 67 E. La Loma Ave. Somis, CA 93066**  
**Ph# (805) 981-0690 Fax# (805) 485-4705 Email: bcrincon@bcrincon.com**  
 Physical Address: 300 Montgomery Ave., Oxnard, CA 93036

LICENSE# 775327 / SBE # 1147320 / DIR# 100006699

Alex Garcia

REVISED

PROPOSAL SUBMITTED TO <b>Balfour Beatty</b>	PHONE <b>805-400-5787</b>	FAX	DATE <b>7/19/2023</b>
STREET <b>300 E. Esplanade Drive #1120</b>	CELL PHONE	JOB NAME <b>Stripe Parking Stalls - Pave Temporary Entrance</b>	
CITY, STATE, ZIP CODE <b>Oxnard, CA 93036</b>	email <a href="mailto:alexgarcia@balfourbeatty.com">alexgarcia@balfourbeatty.com</a>	JOB LOCATION <b>Rose Ave E.S. - 220 South Driskill St.</b>	
PROPOSAL SENT BY: <b>Kyle Melchior</b>	CITY, STATE, ZIP CODE <b>Oxnard, CA 93030</b>		

We Propose hereby to furnish material and labor: complete in accordance with specifications below, for the sum of :

<i>Grand Total</i>	<i>Dollars</i>	<b>\$4,069.70</b>
--------------------	----------------	-------------------

Payment to be made as follows:  
**Total amount of the contract to be paid upon completion of the work contracted here in.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed upon verbal or 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 Workman's Compensation Insurance.

*Kyle Melchior*  
Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

PREVAILING WAGE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1) Pave Temporary Entrance into Parking Lot with 2" of Asphalt	540	SF	\$2.03	\$1,096.20
2) Furnish and Install Class II Base Materail at Concrete Ribbon Gutter	50	Ton	\$43.25	\$2,162.50
3) Move-In and Stripe Parking Stalls	1	LS	\$811.00	\$811.00

Item #2 Includes Removal of Base Material at a Later Date

1. Please clarify if the Temporary Entrance is to be A.C. paved or just base provided.  
 - If AC paved, is there a final topping provided at a later date for the entire parking lot?  
 - If Base is just being provided, please revise cost.

2. The Ribbon Gutter w/ associated Base should be part of original contract.

3. Confirm this is temporary paint compatible with AC overlay at later date.  
 See previous comment regarding stripping.

See response on next page

**\*\*\*THIS PROPOSAL IS BASED ON QUOTES VALID\*\*\***  
**THROUGH JULY 2023**  
 \*\*\*ASPHALT AND P.M.B PRICES QUOTED ARE SUBJECT TO AVAILABILITY.\*\*\*  
 BC RINCON WILL NOT BE LIABLE FOR UNAVAILABLE MATERIAL OR EXPIRED QUOTES. DUE TO THE CONTINUING VOLATILITY OF OIL COST, ASPHALT MATERIAL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

**CONDITIONS:**  
**ONLY ITEMS OF WORK LISTED ABOVE ARE INCLUDED IN THIS PROPOSAL.** ALL REQUIRED ENGINEERING, STAKING, WATER, WATER METERS, TESTING, SHOP DRAWINGS, INSPECTIONS, PERMITS, BOND, FEES, TRAFFIC CONTROL, SAWCUTTING AND REMOVALS ARE EXCLUDED UNLESS LISTED ABOVE. SUBGRADE TO BE + OR - ONE TENTH. \$300.00 WILL BE ADDED FOR EACH WAIVER OF SUBROGATION . UNLESS OTHERWISE NOTED OR AGREED TO IN WRITING BY BC RINCON CONSTRUCTION INC., THE TOTAL BID MUST BE ACCEPTED. IF YOU ONLY WANT TO USE A PORTION OF THE WORK, PLEASE CONTACT THE ESTIMATOR.

**THIS PROPOSAL SHALL BECOME A PART OF ANY CONTRACT ENTERED INTO. THANK YOU!**

**Acceptance of Proposal:** The above prices, Specification and conditions are satisfactory and are hereby accepted.

You are authorized to do the work specified. Signature: \_\_\_\_\_

Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_



**BC RINCON CONSTRUCTION, INC.**  
**67 East La Loma Avenue**  
**Somis CA 93066**  
Phone: 805-981-0690 Fax: 805-458-4705  
License #775327/DIR# 1000006699

---

July 31, 2023

Balfour Beatty

Attn: Rafael Alamillo

Re: CCO#10 Rev#1 – CDR 086 – ASI 028 East Access Parking

Item #1 – Temporary Entrance is to be A.C. Paved and Base.

a) No there is no Seal Coat or A.C. Overlay Provided.

Item #2 – The Additional Base Material is to Provide Access over the Ribbon Gutter and is not part of the base material that goes under the Ribbon Gutter.

Item #3 – Material per Submittals. YES.

a) Previous Comment. That subcontractor is referring to stripping the concrete forms.

Thank you,

*Kyle Melchior*

Kyle Melchior

Estimator

BC Rincon Construction, Inc.



**IBI GROUP**  
537 South Broadway., Suite 500  
Los Angeles, CA 90013

[www.IBIGroup.com](http://www.IBIGroup.com)

## ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

<b>PROJECT:</b>	Rose Avenue K-5 School	<b>ASI NO.:</b>	<b>028</b>
<b>OWNER:</b>	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	<b>DATE:</b>	06/29/2023
<b>Construction Management</b>	Caldwell Flores Winters, Inc. 815 Colorado Blvd. Suite 201 Los Angeles, CA 90042	<b>ARCHITECT:</b>	Arcadis - IBI Group 537 South Broadway, Suite 500 Los Angeles, CA 90013
<b>CONTRACTOR:</b>	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CA 93036	<b>PROJECT NO.:</b>	109990
		<b>DSA FILE NO.:</b>	56-22
		<b>APPLICATION NO.:</b>	03-119284

The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

**Description:**

Reference Sheet AD03A-A1100R, East Parking Lot

- As requested by Owner, existing paved access road from La Puerta cul-de-sac to north side of East Parking Lot to remain.  
Modify planting area and respecting irrigation, per attached **ASI038-A1**.
- As point of clarification**, paved area between East Parking Lot and Restroom portable to remain as temporary access road. To be later demolished under future phase.
- As point of Clarification**, G.C. to provide temporary fencing as required to maintain temporary access road and parking lot to existing campus.

**Attachments: ASI 028-A1**

ISSUED:  
IBI GROUP, A CALIFORNIA PARTNERSHIP  
**Draft Print**  
By: Ruben R Date: 06/29/2023  
06-29-2023 6:48:05 PM

ACCEPTED:  
By: \_\_\_\_\_ Date: \_\_\_\_\_



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-8-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	188
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #188 / CDR 103 - Temporary East Parking Lot and Access Road Preparation

Provide the following labor, equipment and materials to prepare the temporary East Parking Lot and access road for the arrival of teachers and staff.

- Sweep and dress up entries
- Pull weeds
- Pick up trash and rake along the fence
- Weed blow parking lot
- Set up water barriers
- Set up delineators
- Level the planter at the entry
- Dress up grade at new ramp area
- Haul weeds and trash to dumpster
- Relocate wheel stops from old parking lot
- Remove fence post at entry

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>				
	\$			-
			<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>				
<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Labor (2 workers for hand work)	32	hrs	\$ 95.00	\$ 3,040.00
Skidsteer	2	days	\$ 500.00	\$ 1,000.00
Delineators	65		\$ 35.38	\$ 2,300.00
600 LF Meshed Danger Tape	1		\$ 150.00	\$ 150.00
				<b>Subtotal B: \$ 6,490.00</b>
<b>C. General Contractor's Cost</b>				
Material (See attached supporting documentation.)			\$	-
Taxes at 9.5% of Material			\$	-
Labor (includes Fringe Benefits)			\$	-
Payroll Taxes and Insurances at 9.5% of Labor				included above
Construction Equipment (see attached supporting documentation)			\$	-
				<b>Subtotal C: \$ -</b>
<b>D. General Contractor's Overhead and Profit*</b>				
Overhead & Profit 5% of Subtotal A				* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal B			n/a	
Overhead & Profit 10% of Subtotal C			\$	-
				<b>Subtotal D: \$ -</b>
<b>E. Bond at 1.5%</b>	<b>\$ 97.35</b>		<b>1.5%</b>	<b>Subtotal E: \$ 97.35</b>
<b>Grand Total = (A + B + C + D + E)</b>				<b>\$ 6,587.35</b>

The request could potentially increase the milestones and/or contract time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 Print Name & Title (General Contractor)

*Rafael Alamillo*  
 Signature 2023-08-08  
 Date

**Contingency**

**Draw**

**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 115  
 Date: 9-14-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event 219 - CDR 115 - Aiphone Master Deck Station Add On</p> <p>Provide labor, material and equipment to install an Aiphone Master Desk Station add on for Doors 111 and 206 per District request.</p>	<p>\$ 4,130.32</p>
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- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Flamilla By: \_\_\_\_\_ By: \_\_\_\_\_

Date: 2023-09-14 Date: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER - Oxnard School District

By: \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	9/14/23
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	219
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 219 - CDR 115 - Aiphone Master Deck Station Add On

Provide labor, material and equipment to install an Aiphone Master Desk Station add on for Doors 111 and 206 per District request.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Montgomery - (2) Aiphone Master Desk Stations	\$	3,555.32	
Montgomery - O&P @ 15%	\$	534.00	
		<b>Subtotal B: \$</b>	<b>4,089.32</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1%</b>	\$	41.00	
		<b>Subtotal E: \$</b>	<b>41.00</b>
		<b>Grand Total = (A + B + C + D + E)</b>	<b>\$ 4,130.32</b>

The request could potentially increase the milestones and/or contract time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

9/14/23

Print Name & Title (General Contractor)

Signature

Date





**Montgomery Hardware Co.**  
Established 1917

*Doors and Frames, Door Hardware, Security Products and Installation*

8777 Lanyard Court, Rancho Cucamonga, CA 91730

Tel: (909) 204-4000 Email: info@montgomeryhardware.com

# Change Order

Order # **300346**  
Order Name **Rose Avenue K-5 School**

**Contemplated Change Order #10 - Rev 01**  
**Add Electrified Hardware to Accommodate Aiphone Intercom**

<b>1 Pair Doors #111</b>		<b>Exterior from Lobby 111</b>		<b>90 /180° RHRA</b>	
-1	Steel Mullion	KR4954 7'6" SECURITY SCREW PKG		SP28	VO 0.00
1	Steel Mullion	KR4854 7'6" SECURITY SCREW PKG	RHR	SP28	VO 1,297.25
1	Electric Strike	6111 FSE		US32D	VO 816.32
1	Aiphone IP Video Door Station	IX-DV			MISC 1,474.88
1	Finish Material	MISC.			MISC 295.50
1	Desk Stand	MCW-S/B			MISC 0.00
1	Aiphone Master Station	IX-MV7-W		WHITE	MISC 1,777.66
Opening Total:					<b>5,661.61</b>

<b>1 Single Door #111B</b>		<b>Lobby 111 from Work Station 110</b>		<b>100° LHR</b>	
1	Electric Strike	6111 FSE		US32D	VO 816.32
1	Rocker Switch	RCI 909F-MOW		BEIGE	MISC 59.10
1	Finish Material	MISC.			MISC 295.50
Opening Total:					<b>1,170.92</b>

<b>1 Single Door #206</b>		<b>Exterior from Hallway/ Lockers 206</b>		<b>180° LHR</b>	
1	Electric Strike	6210 FSE		US32D	VO 743.92
1	Aiphone IP Video Door Station	IX-DV			MISC 1,474.88
1	Finish Material	MISC.			MISC 295.50
1	Aiphone Master Station	IX-MV7-W		WHITE	MISC 1,777.66
Opening Total:					<b>4,291.96</b>

<b>1 Other Door #INTEGRATION</b>					
1	CAT 6 Plenum Cable	OE-CAT6PBL			MISC 0.00
Opening Total:					<b>0.00</b>



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Tel: (909) 204-4000 Email: info@montgomeryhardware.com

# Change Order

Order # **300346**  
Order Name **Rose Avenue K-5 School**

**Contemplated Change Order #10 - Rev 01**  
**Add Elecrified Hardware to Accommodate Aiphone Intercom**

Section Totals

08 71 00 Door Hardware	4,619.41
28 00 00 Electronic Safety and Security	6,505.08
Installation Onsite / Integration	6,750.00
Overhead & Profit - Materials	1,669.00
Overhead & Profit – Installation / Integration	1,013.00
Freight and Delivery	400.00
Bond	210.00

Grand Total (9.25% Tax Included): 21,166.49

<b>Contingency</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (CDR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Contingency Request #: 116 R2
	Date: 2-15-2024

TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 220 - CDR 116 R2 - RFI 461 Bldg C Media Center- Relocation of the HVAC Samsung Panel	
Provide labor, material and equipment to relocate VRF Gateway Panel in the Media Room by removing panel, safe-off wire and relocate to the new location in the storage room of Bldg C Media Center.	\$ 2,683.03

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
------------------------------	------------------------	------------------------------------

By: Rafael Ramirez      By: [Signature]      By: \_\_\_\_\_

Date: 2024-02-15      Date: 03/20/2024      Date: \_\_\_\_\_

OWNER - Oxnard School District      By: \_\_\_\_\_      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-15-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	220
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 220 - CDR 116 R2 - RFI 461 Bldg C Media Center- Relocation of the HVAC Samsung Panel

Provide labor, material and equipment to relocate VRF Gateway Panel in the Media Room by removing panel, safe-off wire and relocate to the new location in the storage room of Bldg C Media Center.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A:</b>	<b>\$ -</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Smith MEP	\$	2,683.03	
		<b>Subtotal B:</b>	<b>\$ 2,683.03</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C:</b>	<b>\$ -</b>
<b>D. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1%</b>		<b>Subtotal E:</b>	<b>\$ -</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>2,683.03</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2024-02-15

Print Name & Title (General Contractor)

Signature

Date

# Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 9/13/2023

Job Name : Rose Ave ES

Extra Work Proposal # : 50

**Description of work:**

Relocated VRF Gateway Panel in the Media Room by removing panel, safe-off wire and relocate to the new location in the same room that its located in now. Re-pull and relocate wire to the new location.

**Pricing Breakdown:**

Sheet Metal-Field		\$	1,138.47
Subcontracts		\$	1,200.00
Warranty Reserve (Direct Cost + Subs)	2.00%	\$	46.77
<b>TOTAL COST</b>		<b>\$</b>	<b>2,385.24</b>
+ Overhead	15%	\$	177.79
+ Subcontracts Overhead/Fee	10%	\$	120.00
<b>Total Extra Work Proposal Price</b>		<b>\$</b>	<b>2,683.03</b>

Time extension required because of labor added by this change is 1.1 workdays

This proposal includes 9 straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: \_\_\_\_\_ Waiting for authorization: X

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Joel Cerda**  
 \_\_\_\_\_  
 Project Manager

Date: 11/10/2023

Approved by: \_\_\_\_\_  
 Signature

Date: \_\_\_\_\_

1. VRF Gateway Panel was installed per plan. Wiring and cables have been installed, tested and configured.
2. We demobilized from the project. Not on site.
3. We were requested to remobilize to the jobstie to relocate the installed VRF Gateway panel.
4. SMEP coordinated to get our subcontractor out on site to deconfigure the installed panel, disconnect all the wiring, re-route wiring to new wall.
  - a. Signet – 2 men 8 hours
  - b. SMEP – 1 men 8 hours

There are more hours and time spend than what is being charged for.

SHEET METAL - FIELD INSTALL		UNITS	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Relocation of Gateway Panel that was previously installed			8.0				\$ 126.11	\$ 1,008.88	\$ -	\$ 1,008.88
Field Superintendent Time		10%	1.0	0.0	0.0	0.0	\$ 129.59	\$ 129.59	\$ -	\$ 129.59
<b>Sheet Metal Field Totals:</b>			9.0	0.0	0.0	0.0		\$ 1,138.47	\$ -	\$ 1,138.47
SUBCONTRACTS										TOTAL \$
Signet Controls Relocation										\$ 1,200.00
<b>Subcontract Total:</b>										\$ 1,200.00

**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 116 R1  
 Date: 2-8-2024

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

Revise and Resubmit  
 -See attached remarks

The Contract is changed as follows:

Ref. Cost Event 220 - CDR 116 R1 - RFI 461 Bldg C Media Center- Relocation of the HVAC Samsung Panel  Provide labor, material and equipment to relocate VRF Gateway Panel in the Media Room by removing panel, safe-off wire and relocate to the new location in the storage room of Bldg C Media Center.	\$ <span style="border: 2px dashed red; border-radius: 50%; padding: 5px; display: inline-block;">4,411.93</span>
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- The cost of this work will be drawn from Contractor Contingency:  
 The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR: Balfour Beatty      ARCHITECT: IBI Group      PROGRAM MANAGER: CFW Group, Inc.

By: Rafael Flamilla      By: \_\_\_\_\_      By: \_\_\_\_\_

Date: 2024-02-08      Date: \_\_\_\_\_      Date: \_\_\_\_\_

OWNER - Oxnard School District      By: \_\_\_\_\_      Date: \_\_\_\_\_

# CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-8-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	220
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 220 - CDR 116 R1 - RFI 461 Bldg C Media Center- Relocation of the HVAC Samsung Panel

Provide labor, material and equipment to relocate VRF Gateway Panel in the Media Room by removing panel, safe-off wire and relocate to the new location in the storage room of Bldg C Media Center.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Smith MEP	\$	4,411.93	
		<b>Subtotal B: \$</b>	4,411.93
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1%</b>			
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>4,411.93</b>

See attached remarks

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2024-02-08

Print Name & Title (General Contractor)

Signature

Date



# Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 9/13/2023

Job Name : Rose Ave ES

Extra Work Proposal # : 50

**Description of work:**

Relocated VRF Gateway Panel in the Media Room by removing panel, safe-off wire and relocate to the new location in the same room that its located in now. Re-pull and relocate wire to the new location.

**Pricing Breakdown:**

See attached remarks	Sheet Metal-Field	\$ 1,152.39
	Subcontracts	\$ 2,725.00
	Warranty Reserve (Direct Cost + Subs)	2.00% \$ 77.55
	<b>TOTAL COST</b>	<b>\$ 3,954.94</b>
	+ Overhead	15% \$ 184.49
	+ Subcontracts Overhead/Fee	10% \$ 272.50
	<b>Total Extra Work Proposal Price</b>	<b>\$ 4,411.93</b>

Time extension required because of labor added by this change is 1.1 workdays

This proposal includes 9 straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: \_\_\_\_\_ Waiting for authorization: X

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Joel Cerda**  
 \_\_\_\_\_  
 Project Manager

Date: 11/10/2023

Approved by: \_\_\_\_\_  
 Signature

Date: \_\_\_\_\_

SHEET METAL - FIELD INSTALL		UNITS	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Remobilization			4.0				\$ 126.11	\$ 504.44		\$ 504.44
Field Foreperson Time			4.0				\$ 129.59	\$ 518.36	\$ -	\$ 518.36
Field Superintendent Time	10%		1.0	0.0	0.0	0.0	\$ 129.59	\$ 129.59		\$ 129.59
<b>Sheet Metal Field Totals:</b>			9.0	0.0	0.0	0.0		\$ 1,152.39	\$ -	\$ 1,152.39
SUBCONTRACTS										TOTAL \$
Signet Controls Relocation										\$ 2,725.00
<b>Subcontract Total:</b>										\$ 2,725.00

CFW to review.



Ref.: SCC21-229\_Rose Ave

**September 12<sup>th</sup>, 2023**

**Attn: Donna Marin**  
Smith Electric  
2373 Teller Rd Unit 105  
Newbury Park, CA 91320  
(805) 621 5000

**Ref.: SCC21-229 – Rose Ave School**  
**Signet Controls CO-01 Proposal – Relocate VRF Gateway panel in Media Center**

Signet Controls, Inc. would like to thank you for the opportunity to support your organization on the Rose Ave School in Oxnard CA. We are pleased to provide the following change order proposal for your consideration.

**GENERAL**

Our proposal is based on the following documents:

1. Email request from Smith Electric dated 9/5/23.
2. Signet Scope of Work, Clarifications, Exclusions per Signet Controls Rev-00 proposal dated 06/15/2021.

**SCOPE OF WORK**

- a. Remove panel, safe-off wire and relocate to new location in the same room its located now.
- b. Re-pull and relocate wire to new location.
- c. Coordination with Project Team to confirm location.

This seems excessive.  
Provide breakdown for this amount.  
Include hours and prevailing wages

**INVESTMENT SUMMARY**

The **Change Order-01** scope of work shall be performed at a net sum of.....**\$2,725.00 only**

Proposals include all taxes and are valid for thirty (30) days.

Thank you for the opportunity to earn your business. Please feel free to contact me for any clarifications you may need.

**Proposed by:**

Art Salas  
Signet Controls, Inc.  
(805) 990-6825  
[asalas@signetcontrols.com](mailto:asalas@signetcontrols.com)  
CA CL# 912113  
DIR Registration# 1000013700

**Accepted by:**

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature & Date

**ATTACHMENTS:** Signet Controls Clarifications, Exclusions, and T & C's

End of Proposal Summary

### **CLARIFICATIONS**

1. All work shall be performed during Normal Working Hours (M – F; 7:00am to 4:00pm).
2. All 110 VAC and associated conduit and wiring for the Control System shall be installed by the Div. 26 Electrician.
3. The proposed system is based on the HVAC Controls specification and scope defined on the drawings and the specific scope of work as defined above. This proposal does not carry a contingency or allowance for work not discernible by the information provided. If there is any change in quantity or scope from the current listed documents, then please advise us accordingly for a revised proposal.

*End of Scope of Work*

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## Terms and Conditions

By accepting this Proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is valid for 90 days from date of proposal. Beyond that time Signet Controls reserves the right to revise any or all portions of it. This proposal is based upon the use of straight time labor only unless stated otherwise in this proposal. Plastering, patching, painting, core drilling and roof stubs are excluded unless stated otherwise in this proposal. "In-line" duct and piping devices, including but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Signet Controls Inc. (Signet Controls), shall be distributed to and installed by others under Signet Controls' supervision but at no additional cost to Signet Controls. Purchaser agrees to provide Signet Controls with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Signet Controls agrees to keep the jobsite clean of debris arising out of its own operations. Purchaser shall not back charge Signet Controls for any cost or expenses without Signet Controls' written consent.  
  
Unless specifically noted in this proposal, Signet Controls' obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos, PCBs, or mold discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify or alter the scope of work or services to be performed by Signet Controls shall not operate to compel Signet Controls to perform any work relating to Hazards without Signet Controls' express written consent.
2. **INVOICING & PAYMENTS.** Signet Controls may invoice Purchaser for all materials delivered to the job site or to an off-site storage facility and for the work performed on-site and off-site. Purchaser agrees to pay Signet Controls amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Signet Controls' invoice is not paid within 30 days of its issuance, it is delinquent, and Signet Controls shall add 1.5% per month interest onto delinquent amounts. If payment is preferred to be made by Credit Card, then a processing fee of 3.5% shall be added to the payment amount.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable, the time for performance of the work shall be extended to the extent thereof, and in case of permanent unavailability, Signet Controls shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable substitute, therefore.
4. **WARRANTY.** Signet Controls warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Signet Controls, for a period of one (1) year from the installation date. Signet Controls warrants that for equipment furnished and/or installed but NOT manufactured by Signet Controls, Signet Controls will extend the same warranty and terms and conditions, which Signet Controls receives from the manufacturer of said equipment. For equipment installed by Signet Controls, if Purchaser provides written notice to Signet Controls of any such defects within thirty (30) days after the appearance or discovery of such defect, Signet Controls shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Signet Controls shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Signet Controls shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sale, use, excise, or other similar taxes unless required by federal, state, or local laws unless stated otherwise in this proposal. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Signet Controls or, alternatively, shall provide Signet Controls with acceptable tax exemption certificates. Signet Controls shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Signet Controls shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Signet Controls' control, including but not limited to acts of God, file riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors or Signet Controls, etc.
8. **COMPLIANCE WITH LAWS.** Signet Controls shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the work shall be obtained and paid for by the purchaser unless stated otherwise in this proposal.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Signet Controls' standard limits will be furnished when requested and required and at Signet Controls' discretion the costs of this additional insurance may be passed on to the Purchaser. No credit will be given, or premium paid by Signet Controls for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of the proposal or any of the terms and conditions stated herein shall be binding upon Signet Controls unless accepted by Signet Controls in writing.
15. **SEVERABILITY.** If one or more of the provisions of this agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance with their terms and conditions.



## CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	2-7-2024
Permit Number:	DSA# 03-119284	Change Event No.:	209
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 209 - CDR 123 R2 - ASI 031R - PIP Playground Protective Surfacing

Provide labor, materials and equipment to revise "PlayMatta" safety play surfacing with Poured-In-Place (PIP) Playground Protective Surfacing per ASI 031R dated 8/23/23.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A:</b>	<b>\$ -</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Inland Building	\$	4,373.67	
Burns Pacific	\$	(8,998.91)	
		<b>Subtotal B:</b>	<b>\$ (4,625.24)</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C:</b>	<b>\$ -</b>
<b>D. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	<b>\$ -</b>
<b>E. Bond at 1.5%</b>			
		<b>Subtotal E:</b>	<b>\$ -</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>(4,625.24)</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2024-02-07

Print Name & Title (General Contractor)

Signature

Date





SENT VIA: Email

**CHANGE ORDER REQUEST # 2**

PAGES: 13

<b>PROJECT:</b>	Rose Ave. ES	<b>DATE:</b>	9/29/2023
<b>INLAND'S JOB NO:</b>	21-043	<b>PROJECT NO:</b>	
		<b>CONTRACT FOR:</b>	#29 - Exterior Play & Gym
<b>TO:</b>	Balfour Beatty Construction	<b>FROM:</b>	
<b>ATTN:</b>	Rafael Alamillo		
<b>SUBJECT:</b>	ASI 031R PIP Play Surface Change		
<b>Additional Days Required:</b>	<b>4</b>	<b>COR Valid for 30 days</b>	

**DESCRIPTION:**

Cost associated with ASI 031R change in play surface material.

**Self Performed Work**

Labor	\$	-
Material	\$	-
Equipment	\$	-
<b>Subtotal</b>	<b>\$</b>	<b>-</b>
Contractor's Overhead & Profit	10% \$	-
<b>Contractor's Subtotal</b>	<b>\$</b>	<b>-</b>

**Subcontractor Work**

Great Western	Add	\$	71,123.20
Cal Play Services	Credit - ES Playground Area	\$	(43,977.00)
Cal Play Services	Credit - Kinder Playground Area	\$	(26,590.87)
Cal Play Services	Re Stocking Fee	\$	3,528.40
		\$	-
		\$	-
		\$	-
<b>Subcontractors Subtotals</b>		<b>\$</b>	<b>4,083.73</b>
Contractor's Overhead & Profit	5%	\$	204.19
<b>Subtotals</b>		<b>\$</b>	<b>4,287.92</b>

<b>Subtotal Contractors / Subcontractors</b>	<b>\$</b>	<b>4,287.92</b>
<b>Insurance</b>		
<b>Bond</b>	2%	\$ 85.76
<b>Textura Fee</b> (if applicable, .22% of contract if max \$3,750 has not been met)	\$	-
<b>Total Change Request</b>	<b>\$</b>	<b>4,373.67</b>

323 S. SIERRA WAY SAN BERNARDINO, CA 92408-1422

(909) 884 6276 Fax (909) 889-6936

LIC # 405281



GameTime C/O Great Western Recreation  
 P.O. Box 680121  
 Fort Payne, AL 35967  
 Office: 435-245-5055 Fax: 435-245-5057  
 www.gwpark.com

09/29/2023  
 Quote #  
 110415-01-02

## Rose Avenue Elementary School PIP Option 2

Great Western Bid  
 Attn: All Bidders  
 220 S Driskall St  
 Oxnard, CA 93030

Ship to Zip 93030

Quantity	Part #	Description	Unit Price	Amount
2490	PIP	GT-Impax - Poured in Place Surfacing- 2490 sf, 10' CFH Quote includes a 4.0" cushion layer and a 0.5" wear layer Includes a color mix of 100% Standard Color TBD No Design 2 Areas 2-5 - 920 SF 5-12 - 1570 SF No TTA Aromatic Binder Prevailing Wages Quote includes fencing	\$27.68	\$68,923.20
1	INS	Other Products 1 - Drop Test/Inspection	\$2,200.00	\$2,200.00
			<b>Sub Total</b>	<b>\$71,123.20</b>
			<b>Total</b>	<b>\$71,123.20</b>

### Comments

Your Sales Rep is Tyler Kyriopoulos. Please reach out to Tyler at 435-760-5103 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

\*\*\*OPTIONAL-To include a Payment and Performance Bond, please add \$1090 plus tax if applicable.

Shipping to Site Address:  
 220 S Driskall Street  
 Oxnard, CA 93030

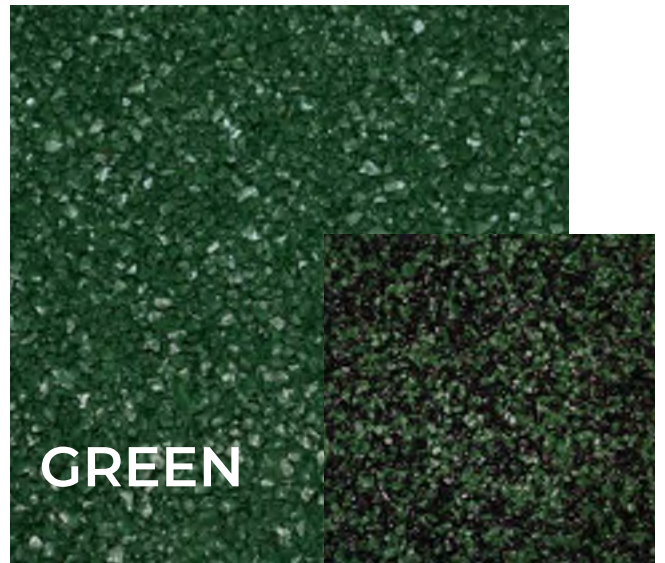
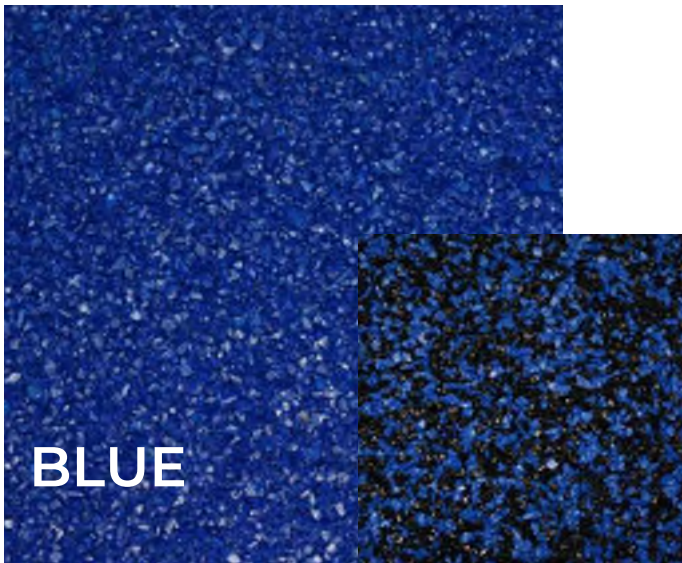
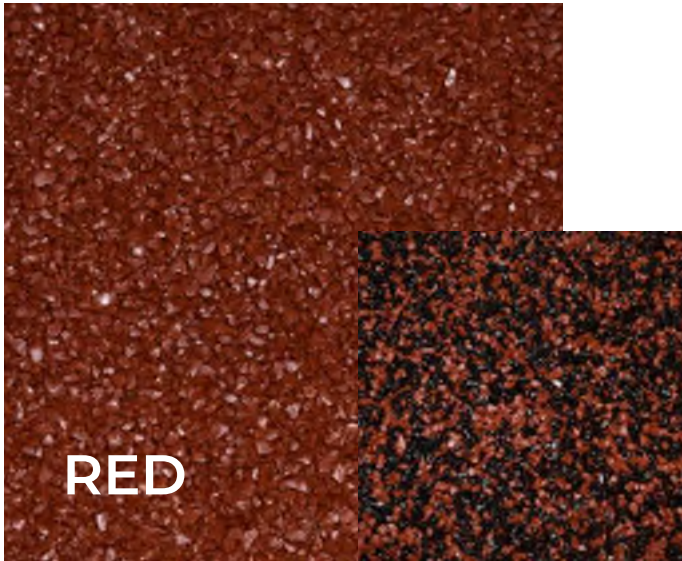
\*Freight charges are based on listed zip code and are subject to change if shipping information changes.

\*Deposit may be required.

Prevailing Wages



**POURED IN PLACE RUBBER  
STANDARD EPDM  
COLOR CHART**



**From:** [Brad Rhoads](#)  
**To:** [Cliff Rodrick](#)  
**Cc:** [Carlos Guzman](#); [21-041 Rose Ave IBCC](#); [Luz Padilla](#)  
**Subject:** RE: Project: OSD Rose Ave. ES - Sketch and Supplemental Drawing - Poured-In-Place Play Ground Protective... - Sketch:ASI 031R:kG4Z3  
**Date:** Wednesday, September 20, 2023 4:34:22 PM  
**Attachments:** [image001.png](#)

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Hello Cliff, Thanks for your patience, we spent some time trying to get in touch with our district contact, but we've not heard a response from them. So we'll have to figure out what happened some other time.

As you know we have been warehousing and holding the product for over 12 months as we originally thought this job would proceed October of last year. We need to process a 5% restocking fee for the product. Please see below for breakdown of materials cost ( minus tax and freight ). Obviously no labor cost have been incurred.

Material Cost – Main Yard - \$43,977.00

K Yard - \$26,590.87

Material Total -

**5% re-stocking fee - \$3,528.40**

Please let us know how we should invoice for this and where to send to.

Thanks for your help Cliff.

**Brad Rhoads**  
National Sales Manager

Mobile: +1 909 519 0574  
Telephone: +1 909 949 7588  
Address: 24305 Prielipp Rd #104, Wildomar, CA 92595 USA  
PO Box: 1180, Chino, CA 91708  
[mattaproducts.com/play-matta](http://mattaproducts.com/play-matta)



**CHANGE ORDER REQUEST CREDIT WORKSHEET**

**BID FOR:** Credit for Playground Multi-Drain  
**LOCATION:** Rose Ave. School  
**CONTACT:** Balfour Beatty Construction Inc.  
 13520 Evening Creek Drive Suite 270  
 San Diego, CA. 92128  
[ralamillo@balfourbeattyus.com](mailto:ralamillo@balfourbeattyus.com)

**BID NO:** 5769  
**COR NO:** 21 Credit  
**PO or RFI NO:**  
**JOB NO:** 21-17  
**PREVAILING WAGE:**  
**BID DATE:** 10/16/23

**SCOPE OF WORK:** Credit for the labor to install Multi-Drain in playground ares.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
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**WORK ITEMS:**

- 1 Credit for Multi-Drain Labor for pipe that was not
- 2 installed.
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

**ESTIMATED LABOR & EQUIPMENT COST:**

1	FOREMAN	8	HRS	\$134.15	\$1,073.20
2	OPERATOR	16	HRS	\$131.27	\$2,100.32
3	LABORERS	32	HRS	\$101.70	\$3,254.40
4	TEAMSTER		HRS	\$103.44	\$0.00
				<b>LABOR TOTAL</b>	<b>\$6,427.92</b>

1	MOBILIZATION			\$200.00	\$0.00
2	CAT 305 MINI EXCAVATOR	16		\$80.00	\$1,280.00
3	CAT 420 BACKHOE			\$60.00	\$0.00
4	CAT 289D LOADER			\$80.00	\$0.00
5	WATER TRUCK			\$40.00	\$0.00
6	CREW TRUCK W/TOOLS	16		\$40.00	\$640.00
7	FLATBED DUMP TRUCK			\$40.00	\$0.00
8	FOREMAN TRUCK	8		\$25.00	\$200.00
9	T-29 3-AXLE DUMP TRUCK			\$50.00	\$0.00
10	T-31 4-AXLE DUMP TRUCK			\$60.00	\$0.00
11	4" PUMP			\$200.00	\$0.00
12	AIR COMPRESSOR			\$50.00	\$0.00
13	(6) TRENCH PLATES			\$30.00	\$0.00
				<b>EQUIPMENT TOTAL</b>	<b>\$2,120.00</b>

**ESTIMATED MATERIAL COST**

1					
2					
3					\$0.00
4					\$0.00
5					\$0.00
				<b>MATERIAL</b>	<b>\$0.00</b>
				<b>TAX 9.50%</b>	<b>\$0.00</b>
				<b>MATERIAL &amp; TAX TOTAL</b>	<b>\$1157</b>

	DIRECT COSTS SUBTOTAL	\$8,547.92
EQUIP & MATERIAL MARKUP	15%	\$318.00
	<b>DIRECT COSTS TOTAL</b>	<b>\$8,865.92</b>
BOND FEE	1.50%	\$132.99
	<b>GRAND TOTAL</b>	<b>\$8,998.91</b>

**GENERAL EXCLUSIONS, QUALIFICATIONS & REMARKS:**

1. ALL SPOILS GENERATED FROM EXCAVATION WILL BE HAULED OFF.
2. BID IS BASED UPON PLANS BY BRANDOW AND JOHNSTON.
3. BID WORKING NORMAL WORK HOURS 7AM TO 4PM
4. BID EXCLUDES PERMITS, FEES, ENGINEERING, SOIL TESTING AND BONDS.
5. BOND RATE 1.5% (IF APPLICABLE).
6. PRICE VALID FOR 30 DAYS.

## Carbajal, Filbert

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**From:** Lisa Burns <lburns@burnspacific.com>  
**Sent:** Saturday, October 28, 2023 19:04  
**To:** Alamillo, Rafael  
**Cc:** Garcia, Alex; Carbajal, Filbert; John Hale; Renee Bronson  
**Subject:** FW: 6" Multi-Flow  
**Attachments:** 20231027\_TERMS AND CONDITIONS OF SALE.pdf

### External Email

Please see attached policy which details that special orders, as in the case of this 6" mult-flow, are not returnable. It was ordered prior to decision to go in a different direction for this area of the job. Unfortunately, it is now owned by the owner. Please note that Famcon charges interest on outstanding orders so we would appreciate this being attached to the next payment app.

And specifically, where would you like this item delivered?

*Lisa Burns*

President  
Burns Pacific Construction, Inc.  
505 E. Thousand Oaks Blvd.  
Thousand Oaks, CA 91360  
Phone: (805) 371-4171 Fax: (805) 495-6014

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**From:** Rick Vasquez | Famcon Pipe & Supply <rickv@famconpipe.com>  
**Sent:** Friday, October 27, 2023 3:11 PM  
**To:** Lisa Burns <lburns@burnspacific.com>  
**Subject:** RE: 6" Multi-Flow

Lisa ,

Attached is our return policy for non stock item which the multflow pipe and fittings fall under. From my vendor I have a verbal confirmation that all sales are final this material is non refundable non returnable.

**RICK VASQUEZ**  
Famcon Pipe & Supply, Inc  
805.485.4350 ofc  
805.469.2405 cell  
805.485.3070 fax  
[rickv@famconpipe.com](mailto:rickv@famconpipe.com) | [www.famconpipe.com](http://www.famconpipe.com)

**FAMCON**

## TERMS AND CONDITIONS OF SALE

1. **CONDITIONS:** These Terms and Conditions of Sale of Famcon Pipe and Supply, Inc./Famcon Utility Supply, Inc. ("Seller") and any attachments hereto ("Terms and Conditions") take precedence over Purchaser's additional or different terms and conditions, to which notice of objection is hereby given. Acceptance by Purchaser or Seller is limited to these Terms and Conditions. Neither Seller's commencement of performance nor delivery shall be deemed or construed as acceptance of Purchaser's additional or different terms and conditions.

Purchaser's order of, prepayment for, or acceptance of, Seller's goods and materials ("goods") hereunder represents unconditional acceptance of these Terms and Conditions, which constitute the entire agreement between the parties and supercede any previous communications, representations, or agreements by either party whether verbal or written. No change or modification of any of the Terms and Conditions herein shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.

2. **PAYMENT TERMS:** Unless stated differently on Seller's invoice the normal payment terms are net 30 from the invoice date. All accounts not paid per terms specified, will be subject to a service charge of 1.5% for each month or part of each month following the invoice date during which such invoice remains unpaid. Such invoice is for credit sales of goods, equipment, or materials only. Seller does not intend or agree to make any loan or forbearance of any kind to the Purchaser.

3. **COMPLIANCE WITH LAWS:** Purchaser hereby represents and warrants to Seller that in connection with the purchase or purchases represented by these Terms and Conditions, it has complied with all local, state and federal laws and regulations, including the Trade Practice Rules of the Federal Trade Commission, applicable to this transaction.

4. **VARIATION IN GOODS:** Delivery of Goods pursuant hereto shall be subject to normal variation in weight, color, size, quantities, etc. as are standard in the trade.

5. **SHIPMENT FREIGHT CHARGES • RISK OF LOSS AND PACKING:** All prices are FOB Seller's place of business unless otherwise agreed to in writing by Seller. Purchaser shall pay all rigging, draying, insurance and transportation charges. Seller shall ship in accordance with Purchaser's instructions unless they are deemed unsuitable; Seller reserves the right to ship by the most appropriate method.

Title to the goods and risk of loss and damage shall pass to Purchaser at the FOB point, unless otherwise agreed to in writing by Seller. All Goods shall be packed, if appropriate, for shipment and storage in accordance with standard commercial practices. All packing will conform to requirements of carrier's tariffs.

All claims for defects or delays in delivery shall be deemed waived unless presented in writing within 30 days from the date of shipment of the goods. If delivery of the Goods is to be in installments, any delay or default with respect to any installments shall not affect Purchaser's obligation to accept and pay for all remaining installments.

Seller shall have no liability for delay in delivery caused by circumstances beyond Seller's control, such as, but not limited to, strikes, lock-outs, fires, delays of carriers, inability to obtain materials or shipping space, government interference, inclement weather, etc. Orders cannot be cancelled for delay of delivery caused by circumstances beyond the Seller's control, and Purchaser shall remain liable for all Order payments in accordance with the payment terms in Section 2 herein.

If it is necessary to have Goods shipped to Seller before re-shipment to Purchaser, Purchaser is responsible for all incoming freight and handling charges before re-shipment or will-call by Purchaser.

6. **WARRANTY: THE WARRANTY CONTAINED IN THIS SECTION 6 IS EXCLUSIVE TO THE SALE OF GOODS COVERED BY THESE TERMS AND CONDITIONS AND IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE OR OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

Seller is not a manufacturer and therefore warrants only that the Goods sold pursuant hereto will be of the kind, style, and quantity described in this contract. Seller obtains Goods for resale from reputable manufacturers and suppliers and Seller will, upon notification from Purchaser prior to: (i) inspections and acceptance of the Goods by Purchaser or Purchaser's agent; or (ii) 30 days from the date of shipment of the Goods by or on behalf of Seller, and upon substantiation that the Goods have been transported, stored, installed and maintained in accordance with the manufacturer's and Seller's recommendations and standard industry practice, pass through to Purchaser, any warranty of the Goods running from the manufacturer or original supplier to Seller and all available remedies thereunder. Seller agrees to take all reasonable action, at Purchaser's expense, to pass such warranties through to Purchaser. Pass through of the above warranties, if any, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Seller to the Purchaser, whether based on contract, negligence or otherwise with respect to, or arising out of such Goods.

7. **LIMITATION OF LIABILITY: EXCEPT AS OTHERWISE AGREED IN A SPECIFIC WRITING SIGNED BY SELLER, SELLER SHALL NOT BE LIABLE FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH, LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL OR CLAIMS OF PURCHASER'S CUSTOMERS, EVEN IF SELLER HAS BEEN**

**ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL.** The remedies of Purchaser set forth herein are exclusive, and the liability of Seller with respect of the sale, delivery or resale of any Goods pursuant to these Terms and Conditions whether in contract, or tort, under any warranty, or otherwise, shall not exceed the difference between the price of Goods as specified in these Terms and Conditions and the value of the goods as delivered by Seller.

8. **SALES TAXES:** Unless Purchaser pays applicable sales tax on the purchase of Goods pursuant hereto, Purchaser hereby represents and warrants that it is purchasing such Goods for resale and that Purchaser possesses a currently valid resale permit. Purchaser agrees to promptly furnish such proof of sales tax exemption as Seller may require.

9. **IMPORT/EXPORT LICENSE:** If any import or export license or permit is required with respect to the Goods sold pursuant hereto, Purchaser shall be solely responsible for obtaining such license or permit.

10. **REPRESENTATION OF SOLVENCY:** By executing these Terms and Conditions, and by accepting the Goods sold pursuant hereto, Purchaser represents and warrants to Seller that it is not insolvent within the meaning of the United States Bankruptcy Act; and Seller's performance pursuant hereto is expressly in reliance on such representation and warranty.

11. **ASSURANCE OF PERFORMANCES:** Promptly upon Seller's written demand therefore, Purchaser shall provide to Seller adequate assurance of Purchaser's performance hereunder and Purchaser's failure to provide such adequate assurance of performance within 30 days from the date of such request shall constitute a repudiation of these Terms and Conditions. Seller may suspend performance until such assurance is received.

12. **GOVERNING LAW, ATTORNEYS' FEES AND VENUE:** The rights and obligations of the parties hereto shall be governed by the laws of the State of California. In the event of any dispute or litigation with respect to these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable costs thereof, including all costs of collection and attorneys' fees, in addition to any other relief to which it may be entitled. No action for breach of these Terms and Conditions shall be commenced by Purchaser except within one year from the date of shipment of Goods. Every suit or action with respect hereto may only be brought in the City and County of Ventura, California.

13. **NO WAIVER:** No waiver of a breach of any provision of this invoice or the Terms and Conditions shall constitute a waiver of any other breach or of such provision.

14. **RETURN GOODS:** Returned Goods must be accompanied by an invoice number and date. All returns must have a verbal or written authorization and will be subject to the manufacturer's restocking charge, if any, and a 20% Handling Charge from Famcon, plus freight to return Goods to manufacturer. **All non-stock items are non returnable.**

15. **CANCELLATION:** If Purchaser is permitted to cancel any order subject to these Terms and Conditions or any portion thereof, Purchaser will be subject to a service charge for such cancellation equal to Seller's estimate of the actual damages which will be incurred by Seller on account of Purchaser's cancellation, including but not limited to Seller's lost profit on the sale of such Goods. Special Order: Special orders cannot be cancelled or returned for any reason.

16. **CHANGE OF DELIVERY DATE:** If Purchaser issues a change order causing a delay in the delivery date, Purchaser shall be subject to a charge equal to Seller's estimate of the actual damages which will be incurred by Seller on account of Purchaser's change order including but not limited to Seller's cost of providing and restocking such goods if appropriate. In addition any such change by Purchaser establishing an alternative delivery date greater than thirty (30) days from Purchaser's original order date will constitute a new order for purposes of determining the appropriate list price. There can be no change in the delivery date after the Special Order has been placed.

17. **RETURNED CHECK:** In the event Seller receives a check in payment of an account and such check is returned unpaid to Seller due to insufficient funds or for any other reason, the one and a half percent (1.5%) service charge referred to in Section 2 above will continue to accrue until cash is finally received in payment of the returned check. Additionally, each such returned check will be subject to a separate one-time service charge equal to \$25.00.

18. **ACCEPTANCE:** The order for the purchase of Goods from Seller described on the face of this Confirmation has been accepted by Purchaser at Oxnard, CA, subject solely to the terms and conditions set forth herein and on the reverse hereof, the Credit Application and Agreement, if any, and in the Invoice, if any, heretofore furnished to Purchaser by Seller. No understandings or agreements which differ from, modify or add to these terms and conditions or any of the terms set forth on the face and reverse hereof and on the Credit Application and Agreement, if any, and no additions, deletions, or modifications proposed by Purchaser in its printed forms or otherwise shall bind Seller regardless of whether such understandings, agreements, additions, deletions or modifications would materially alter the terms hereof. Purchaser shall be deemed to assent to these terms and conditions of sale by so indicating in writing accepting delivery of any Products ordered from Seller.



**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 123 R1  
 Date: 12-8-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

**Revise & Re-Submit**  
 See remarks

The Contract is changed as follows:

Ref. Cost Event 209 - CDR 123 R1 - ASI 031R - PIP Playground Protective Surfacing  Provide labor, materials and equipment to revise "PlayMatta" safety play surfacing with Poured-In-Place (PIP) Playground Protective Surfacing per ASI 031R dated 8/23/23.	\$ 4,958.95
--	-------------

The multiflow pipe and fittings are nonrefundable non-returnable - see attached email from manufacturer on page 9.

Balfour Beatty is obligated to perform BIM coordination up to 50% CDs. RFI 31.2 came after the 50% CDs and located the storm drain into the play structure conflicting with the play structure footings and had to be rerouted to avoid the footings.

The cost of this work will be drawn from Project (E&U) Contingency.

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

This does not relieve BBC from coordinating the Storm Drain with the Playground Footings.  
 Coordination issue

CONTRACTOR Balfour Beatty      ARCHITECT IBI Group      PROJECT MANAGER CFW Group, Inc.

By: Rafael Flamilla      By: \_\_\_\_\_      By: \_\_\_\_\_  
 Date: 2023-12-08      Date: \_\_\_\_\_      Date: \_\_\_\_\_

OWNER - Oxnard School District      By: \_\_\_\_\_      Date: \_\_\_\_\_

# CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-8-2023
Permit Number:	DSA# 03-119284	Change Event No.:	209
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Michael Brewer - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 209 - CDR 123 R1 - ASI 031R - PIP Playground Protective Surfacing

Provide labor, materials and equipment to revise "PlayMatta" safety play surfacing with Poured-In-Place (PIP) Playground Protective Surfacing per ASI 031R dated 8/23/23.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A:</b>	\$ -
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Inland Building	\$	4,373.67	
Burns Pacific	\$	585.28	See remarks Page 11
		<b>Subtotal B:</b>	\$ 4,958.95
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C:</b>	\$ -
<b>D. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	\$ -
<b>E. Bond at 1.5%</b>			
		<b>Subtotal E:</b>	\$ -
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>4,958.95</b>

For future reference, please show summary of Credits and Charges for each Sub-Contractor. It is very difficult to follow what's being provided as credit, and what is being provided as an additional cost

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2023-12-08

Print Name & Title (General Contractor)

Signature

Date



SENT VIA: Email

**CHANGE ORDER REQUEST # 2**

PAGES: 13

<b>PROJECT:</b>	Rose Ave. ES	<b>DATE:</b>	9/29/2023
<b>INLAND'S JOB NO:</b>	21-043	<b>PROJECT NO:</b>	
		<b>CONTRACT FOR:</b>	#29 - Exterior Play & Gym
<b>TO:</b>	Balfour Beatty Construction	<b>FROM:</b>	
<b>ATTN:</b>	Rafael Alamillo		
<b>SUBJECT:</b>	ASI 031R PIP Play Surface Change		
<b>Additional Days Required:</b>	<b>4</b>	<b>COR Valid for 30 days</b>	

**DESCRIPTION:**

Cost associated with ASI 031R change in play surface material.

**Self Performed Work**

Labor	\$	-
Material	\$	-
Equipment	\$	-
<b>Subtotal</b>	<b>\$</b>	<b>-</b>
Contractor's Overhead & Profit	10% \$	-
<b>Contractor's Subtotal</b>	<b>\$</b>	<b>-</b>

**Subcontractor Work**

Great Western	Add	\$	71,123.20
Cal Play Services	Credit - ES Playground Area	\$	(43,977.00)
Cal Play Services	Credit - Kinder Playground Area	\$	(26,590.87)
Cal Play Services	Re Stocking Fee	\$	3,528.40
		\$	-
		\$	-
		\$	-
<b>Subcontractors Subtotals</b>		<b>\$</b>	<b>4,083.73</b>
Contractor's Overhead & Profit	5%	\$	204.19
<b>Subtotals</b>		<b>\$</b>	<b>4,287.92</b>

<b>Subtotal Contractors / Subcontractors</b>	<b>\$</b>	<b>4,287.92</b>
<b>Insurance</b>		
<b>Bond</b>	2%	\$ 85.76
<b>Textura Fee</b> (if applicable, .22% of contract if max \$3,750 has not been met)	\$	-
<b>Total Change Request</b>	<b>\$</b>	<b>4,373.67</b>

323 S. SIERRA WAY SAN BERNARDINO, CA 92408-1422

(909) 884 6276 Fax (909) 889-6936

LIC # 405281



GameTime C/O Great Western Recreation  
 P.O. Box 680121  
 Fort Payne, AL 35967  
 Office: 435-245-5055 Fax: 435-245-5057  
 www.gwpark.com

09/29/2023  
 Quote #  
 110415-01-02

## Rose Avenue Elementary School PIP Option 2

Great Western Bid  
 Attn: All Bidders  
 220 S Driskall St  
 Oxnard, CA 93030

Ship to Zip 93030

Quantity	Part #	Description	Unit Price	Amount
2490	PIP	GT-Impax - Poured in Place Surfacing- 2490 sf, 10' CFH Quote includes a 4.0" cushion layer and a 0.5" wear layer Includes a color mix of 100% Standard Color TBD No Design 2 Areas 2-5 - 920 SF 5-12 - 1570 SF No TTA Aromatic Binder Prevailing Wages Quote includes fencing	\$27.68	\$68,923.20
1	INS	Other Products 1 - Drop Test/Inspection	\$2,200.00	\$2,200.00
			<b>Sub Total</b>	<b>\$71,123.20</b>
			<b>Total</b>	<b>\$71,123.20</b>

**Comments**

Your Sales Rep is Tyler Kyriopoulos. Please reach out to Tyler at 435-760-5103 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

\*\*\*OPTIONAL-To include a Payment and Performance Bond, please add \$1090 plus tax if applicable.

Shipping to Site Address:  
 220 S Driskall Street  
 Oxnard, CA 93030

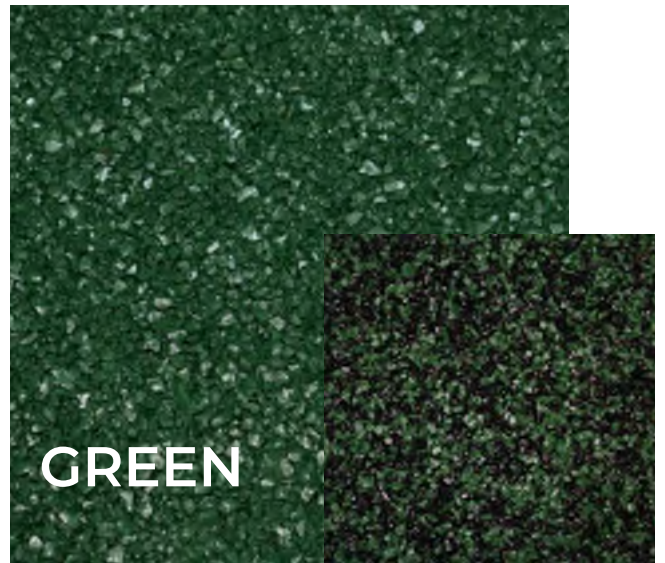
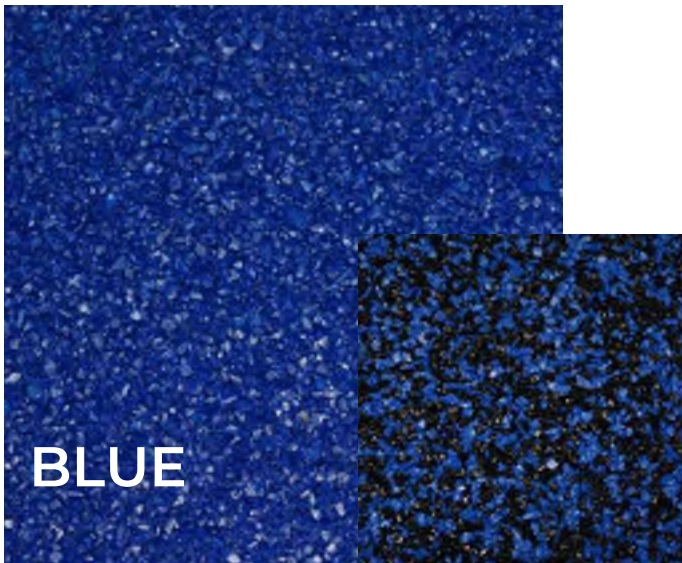
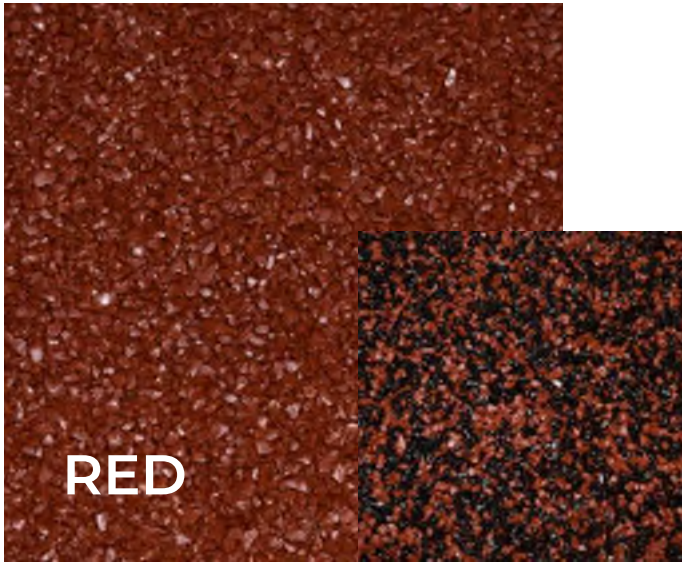
\*Freight charges are based on listed zip code and are subject to change if shipping information changes.

\*Deposit may be required.

Prevailing Wages



**POURED IN PLACE RUBBER  
STANDARD EPDM  
COLOR CHART**



**From:** [Brad Rhoads](#)  
**To:** [Cliff Rodrick](#)  
**Cc:** [Carlos Guzman](#); [21-041 Rose Ave IBCC](#); [Luz Padilla](#)  
**Subject:** RE: Project: OSD Rose Ave. ES - Sketch and Supplemental Drawing - Poured-In-Place Play Ground Protective... - Sketch:ASI 031R:kG4Z3  
**Date:** Wednesday, September 20, 2023 4:34:22 PM  
**Attachments:** [image001.png](#)

---

Hello Cliff, Thanks for your patience, we spent some time trying to get in touch with our district contact, but we've not heard a response from them. So we'll have to figure out what happened some other time.

As you know we have been warehousing and holding the product for over 12 months as we originally thought this job would proceed October of last year. We need to process a 5% restocking fee for the product. Please see below for breakdown of materials cost ( minus tax and freight ). Obviously no labor cost have been incurred.

Material Cost – Main Yard - \$43,977.00

K Yard - \$26,590.87

Material Total -

**5% re-stocking fee - \$3,528.40**

Please let us know how we should invoice for this and where to send to.

Thanks for your help Cliff.

**Brad Rhoads**  
National Sales Manager

Mobile: +1 909 519 0574  
Telephone: +1 909 949 7588  
Address: 24305 Prielipp Rd #104, Wildomar, CA 92595 USA  
PO Box: 1180, Chino, CA 91708  
[mattaproducts.com/play-matta](http://mattaproducts.com/play-matta)



Show all credits and additional costs in one Summary Page.  
 Similar to what Inland did.  
 It's very difficult to follow what amounts pertain to.  
 See additional remarks page 11

**CHANGE ORDER REQUEST CREDIT WORKSHEET**

**BID FOR:** Credit for Playground Multi-Drain  
**LOCATION:** Rose Ave. School

**BID NO:** 5769  
**COR NO:** 21 Credit  
**PO or RFI NO:**

**CONTACT:** Balfour Beatty Construction Inc.  
 13520 Evening Creek Drive Suite 270  
 San Diego, CA. 92128  
[ralamillo@balfourbeattyus.com](mailto:ralamillo@balfourbeattyus.com)

**JOB NO:** 21-17  
**PREVAILING WAGE:**  
**BID DATE:** 10/16/23

**SCOPE OF WORK:** Credit for the labor to install Multi-Drain in playground ares.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
----------	-----	----	------------	-------

**WORK ITEMS:**

- 1 Credit for Multi-Drain Labor for pipe that was not
- 2 installed.
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

**ESTIMATED LABOR & EQUIPMENT COST:**

1	FOREMAN	8	HRS	\$134.15	\$1,073.20
2	OPERATOR	16	HRS	\$131.27	\$2,100.32
3	LABORERS	32	HRS	\$101.70	\$3,254.40
4	TEAMSTER		HRS	\$103.44	\$0.00
				<b>LABOR TOTAL</b>	<b>\$6,427.92</b>
1	MOBILIZATION			\$200.00	\$0.00
2	CAT 305 MINI EXCAVATOR	16		\$80.00	\$1,280.00
3	CAT 420 BACKHOE			\$60.00	\$0.00
4	CAT 289D LOADER			\$80.00	\$0.00
5	WATER TRUCK			\$40.00	\$0.00
6	CREW TRUCK W/TOOLS	16		\$40.00	\$640.00
7	FLATBED DUMP TRUCK			\$40.00	\$0.00
8	FOREMAN TRUCK	8		\$25.00	\$200.00
9	T-29 3-AXLE DUMP TRUCK			\$50.00	\$0.00
10	T-31 4-AXLE DUMP TRUCK			\$60.00	\$0.00
11	4" PUMP			\$200.00	\$0.00
12	AIR COMPRESSOR			\$50.00	\$0.00
13	(6) TRENCH PLATES			\$30.00	\$0.00
				<b>EQUIPMENT TOTAL</b>	<b>\$2,120.00</b>

**ESTIMATED MATERIAL COST**

1					
2					
3					\$0.00
4					\$0.00
5					\$0.00
				<b>MATERIAL</b>	<b>\$0.00</b>
				<b>TAX</b> 9.50%	\$0.00
				<b>MATERIAL &amp; TAX TOTAL</b>	<b>\$1167</b>

	DIRECT COSTS SUBTOTAL	\$8,547.92
EQUIP & MATERIAL MARKUP	15%	\$318.00
	<b>DIRECT COSTS TOTAL</b>	<b>\$8,865.92</b>
BOND FEE	1.50%	\$132.99
	<b>GRAND TOTAL</b>	<b>\$8,998.91</b>
		Credit

**GENERAL EXCLUSIONS, QUALIFICATIONS & REMARKS:**

1. ALL SPOILS GENERATED FROM EXCAVATION WILL BE HAULED OFF.
2. BID IS BASED UPON PLANS BY BRANDOW AND JOHNSTON.
3. BID WORKING NORMAL WORK HOURS 7AM TO 4PM
4. BID EXCLUDES PERMITS, FEES, ENGINEERING, SOIL TESTING AND BONDS.
5. BOND RATE 1.5% (IF APPLICABLE).
6. PRICE VALID FOR 30 DAYS.



## Carbajal, Filbert

---

**From:** Lisa Burns <lburns@burnspacific.com>  
**Sent:** Saturday, October 28, 2023 19:04  
**To:** Alamillo, Rafael  
**Cc:** Garcia, Alex; Carbajal, Filbert; John Hale; Renee Bronson  
**Subject:** FW: 6" Multi-Flow  
**Attachments:** 20231027\_TERMS AND CONDITIONS OF SALE.pdf

### External Email

Please see attached policy which details that special orders, as in the case of this 6" mult-flow, are not returnable. It was ordered prior to decision to go in a different direction for this area of the job. Unfortunately, it is now owned by the owner. Please note that Famcon charges interest on outstanding orders so we would appreciate this being attached to the next payment app.

And specifically, where would you like this item delivered?

*Lisa Burns*

President  
Burns Pacific Construction, Inc.  
505 E. Thousand Oaks Blvd.  
Thousand Oaks, CA 91360  
Phone: (805) 371-4171 Fax: (805) 495-6014

---

**From:** Rick Vasquez | Famcon Pipe & Supply <rickv@famconpipe.com>  
**Sent:** Friday, October 27, 2023 3:11 PM  
**To:** Lisa Burns <lburns@burnspacific.com>  
**Subject:** RE: 6" Multi-Flow

Lisa ,

Attached is our return policy for non stock item which the multflow pipe and fittings fall under. From my vendor I have a verbal confirmation that all sales are final this material is non refundable non returnable.

**RICK VASQUEZ**  
Famcon Pipe & Supply, Inc  
805.485.4350 ofc  
805.469.2405 cell  
805.485.3070 fax  
[rickv@famconpipe.com](mailto:rickv@famconpipe.com) | [www.famconpipe.com](http://www.famconpipe.com)

**FAMCON**

## TERMS AND CONDITIONS OF SALE

1. **CONDITIONS:** These Terms and Conditions of Sale of Famcon Pipe and Supply, Inc./Famcon Utility Supply, Inc. ("Seller") and any attachments hereto ("Terms and Conditions") take precedence over Purchaser's additional or different terms and conditions, to which notice of objection is hereby given. Acceptance by Purchaser or Seller is limited to these Terms and Conditions. Neither Seller's commencement of performance nor delivery shall be deemed or construed as acceptance of Purchaser's additional or different terms and conditions.

Purchaser's order of, prepayment for, or acceptance of, Seller's goods and materials ("goods") hereunder represents unconditional acceptance of these Terms and Conditions, which constitute the entire agreement between the parties and supercede any previous communications, representations, or agreements by either party whether verbal or written. No change or modification of any of the Terms and Conditions herein shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.

2. **PAYMENT TERMS:** Unless stated differently on Seller's invoice the normal payment terms are net 30 from the invoice date. All accounts not paid per terms specified, will be subject to a service charge of 1.5% for each month or part of each month following the invoice date during which such invoice remains unpaid. Such invoice is for credit sales of goods, equipment, or materials only. Seller does not intend or agree to make any loan or forbearance of any kind to the Purchaser.

3. **COMPLIANCE WITH LAWS:** Purchaser hereby represents and warrants to Seller that in connection with the purchase or purchases represented by these Terms and Conditions, it has complied with all local, state and federal laws and regulations, including the Trade Practice Rules of the Federal Trade Commission, applicable to this transaction.

4. **VARIATION IN GOODS:** Delivery of Goods pursuant hereto shall be subject to normal variation in weight, color, size, quantities, etc. as are standard in the trade.

5. **SHIPMENT FREIGHT CHARGES • RISK OF LOSS AND PACKING:** All prices are FOB Seller's place of business unless otherwise agreed to in writing by Seller. Purchaser shall pay all rigging, draying, insurance and transportation charges. Seller shall ship in accordance with Purchaser's instructions unless they are deemed unsuitable; Seller reserves the right to ship by the most appropriate method.

Title to the goods and risk of loss and damage shall pass to Purchaser at the FOB point, unless otherwise agreed to in writing by Seller. All Goods shall be packed, if appropriate, for shipment and storage in accordance with standard commercial practices. All packing will conform to requirements of carrier's tariffs.

All claims for defects or delays in delivery shall be deemed waived unless presented in writing within 30 days from the date of shipment of the goods. If delivery of the Goods is to be in installments, any delay or default with respect to any installments shall not affect Purchaser's obligation to accept and pay for all remaining installments.

Seller shall have no liability for delay in delivery caused by circumstances beyond Seller's control, such as, but not limited to, strikes, lock-outs, fires, delays of carriers, inability to obtain materials or shipping space, government interference, inclement weather, etc. Orders cannot be cancelled for delay of delivery caused by circumstances beyond the Seller's control, and Purchaser shall remain liable for all Order payments in accordance with the payment terms in Section 2 herein.

If it is necessary to have Goods shipped to Seller before re-shipment to Purchaser, Purchaser is responsible for all incoming freight and handling charges before re-shipment or will-call by Purchaser.

6. **WARRANTY: THE WARRANTY CONTAINED IN THIS SECTION 6 IS EXCLUSIVE TO THE SALE OF GOODS COVERED BY THESE TERMS AND CONDITIONS AND IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE OR OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

Seller is not a manufacturer and therefore warrants only that the Goods sold pursuant hereto will be of the kind, style, and quantity described in this contract. Seller obtains Goods for resale from reputable manufacturers and suppliers and Seller will, upon notification from Purchaser prior to: (i) inspections and acceptance of the Goods by Purchaser or Purchaser's agent; or (ii) 30 days from the date of shipment of the Goods by or on behalf of Seller, and upon substantiation that the Goods have been transported, stored, installed and maintained in accordance with the manufacturer's and Seller's recommendations and standard industry practice, pass through to Purchaser, any warranty of the Goods running from the manufacturer or original supplier to Seller and all available remedies thereunder. Seller agrees to take all reasonable action, at Purchaser's expense, to pass such warranties through to Purchaser. Pass through of the above warranties, if any, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Seller to the Purchaser, whether based on contract, negligence or otherwise with respect to, or arising out of such Goods.

7. **LIMITATION OF LIABILITY: EXCEPT AS OTHERWISE AGREED IN A SPECIFIC WRITING SIGNED BY SELLER, SELLER SHALL NOT BE LIABLE FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH, LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL OR CLAIMS OF PURCHASER'S CUSTOMERS, EVEN IF SELLER HAS BEEN**

**ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL.** The remedies of Purchaser set forth herein are exclusive, and the liability of Seller with respect of the sale, delivery or resale of any Goods pursuant to these Terms and Conditions whether in contract, or tort, under any warranty, or otherwise, shall not exceed the difference between the price of Goods as specified in these Terms and Conditions and the value of the goods as delivered by Seller.

8. **SALES TAXES:** Unless Purchaser pays applicable sales tax on the purchase of Goods pursuant hereto, Purchaser hereby represents and warrants that it is purchasing such Goods for resale and that Purchaser possesses a currently valid resale permit. Purchaser agrees to promptly furnish such proof of sales tax exemption as Seller may require.

9. **IMPORT/EXPORT LICENSE:** If any import or export license or permit is required with respect to the Goods sold pursuant hereto, Purchaser shall be solely responsible for obtaining such license or permit.

10. **REPRESENTATION OF SOLVENCY:** By executing these Terms and Conditions, and by accepting the Goods sold pursuant hereto, Purchaser represents and warrants to Seller that it is not insolvent within the meaning of the United States Bankruptcy Act; and Seller's performance pursuant hereto is expressly in reliance on such representation and warranty.

11. **ASSURANCE OF PERFORMANCES:** Promptly upon Seller's written demand therefore, Purchaser shall provide to Seller adequate assurance of Purchaser's performance hereunder and Purchaser's failure to provide such adequate assurance of performance within 30 days from the date of such request shall constitute a repudiation of these Terms and Conditions. Seller may suspend performance until such assurance is received.

12. **GOVERNING LAW, ATTORNEYS' FEES AND VENUE:** The rights and obligations of the parties hereto shall be governed by the laws of the State of California. In the event of any dispute or litigation with respect to these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable costs thereof, including all costs of collection and attorneys' fees, in addition to any other relief to which it may be entitled. No action for breach of these Terms and Conditions shall be commenced by Purchaser except within one year from the date of shipment of Goods. Every suit or action with respect hereto may only be brought in the City and County of Ventura, California.

13. **NO WAIVER:** No waiver of a breach of any provision of this invoice or the Terms and Conditions shall constitute a waiver of any other breach or of such provision.

14. **RETURN GOODS:** Returned Goods must be accompanied by an invoice number and date. All returns must have a verbal or written authorization and will be subject to the manufacturer's restocking charge, if any, and a 20% Handling Charge from Famcon, plus freight to return Goods to manufacturer. **All non-stock items are non returnable.**

15. **CANCELLATION:** If Purchaser is permitted to cancel any order subject to these Terms and Conditions or any portion thereof, Purchaser will be subject to a service charge for such cancellation equal to Seller's estimate of the actual damages which will be incurred by Seller on account of Purchaser's cancellation, including but not limited to Seller's lost profit on the sale of such Goods. Special Order: Special orders cannot be cancelled or returned for any reason.

16. **CHANGE OF DELIVERY DATE:** If Purchaser issues a change order causing a delay in the delivery date, Purchaser shall be subject to a charge equal to Seller's estimate of the actual damages which will be incurred by Seller on account of Purchaser's change order including but not limited to Seller's cost of providing and restocking such goods if appropriate. In addition any such change by Purchaser establishing an alternative delivery date greater than thirty (30) days from Purchaser's original order date will constitute a new order for purposes of determining the appropriate list price. There can be no change in the delivery date after the Special Order has been placed.

17. **RETURNED CHECK:** In the event Seller receives a check in payment of an account and such check is returned unpaid to Seller due to insufficient funds or for any other reason, the one and a half percent (1.5%) service charge referred to in Section 2 above will continue to accrue until cash is finally received in payment of the returned check. Additionally, each such returned check will be subject to a separate one-time service charge equal to \$25.00.

18. **ACCEPTANCE:** The order for the purchase of Goods from Seller described on the face of this Confirmation has been accepted by Purchaser at Oxnard, CA, subject solely to the terms and conditions set forth herein and on the reverse hereof, the Credit Application and Agreement, if any, and in the Invoice, if any, heretofore furnished to Purchaser by Seller. No understandings or agreements which differ from, modify or add to these terms and conditions or any of the terms set forth on the face and reverse hereof and on the Credit Application and Agreement, if any, and no additions, deletions, or modifications proposed by Purchaser in its printed forms or otherwise shall bind Seller regardless of whether such understandings, agreements, additions, deletions or modifications would materially alter the terms hereof. Purchaser shall be deemed to assent to these terms and conditions of sale by so indicating in writing accepting delivery of any Products ordered from Seller.



**IBI GROUP**  
 537 South Broadway., Suite 500  
 Los Angeles, CA 90013

[www.IBIGroup.com](http://www.IBIGroup.com)

**ARCHITECT'S SUPPLEMENTAL  
 INSTRUCTIONS (ASI)**

---

<b>PROJECT:</b>	Rose Avenue K-5 School	<b>ASI NO.:</b>	<b>031R</b>
<b>OWNER:</b>	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	<b>DATE:</b>	08/23/2023
<b>Construction Management</b>	Caldwell Flores Winters, Inc. 815 Colorado Blvd. Suite 201 Los Angeles, CA 90042	<b>ARCHITECT:</b>	Arcadis - IBI Group 537 South Broadway, Suite 500 Los Angeles, CA 90013
<b>CONTRACTOR:</b>	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CA 93036	<b>PROJECT NO.:</b>	109990
		<b>DSA FILE NO.:</b>	56-22
		<b>APPLICATION NO.:</b>	03-119284

---

The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

**Description:**

Reference Sheet L3.02; Detail 1, 6a and 6b:

- Revise** "PlayMatta" safety play surfacing with Poured-In-Place (PIP) Playground Protective Surfacing. See attached **ASI 031-A01** and **A02R; Specification 32 18 16**.

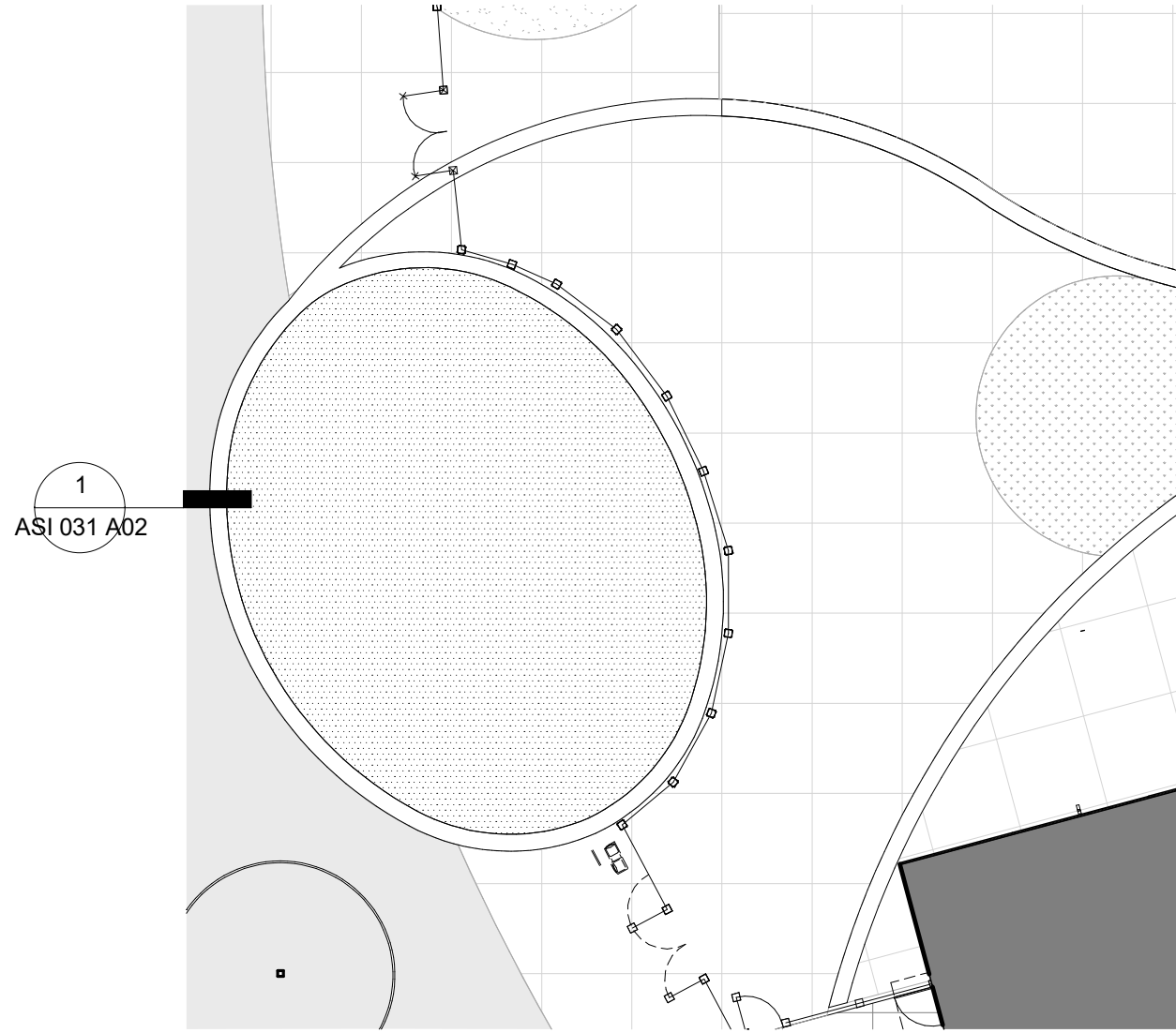
**Attachments: ASI031-A01 and A02R; Specification 32 18 16**

ISSUED:  
 IBI GROUP, A CALIFORNIA PARTNERSHIP

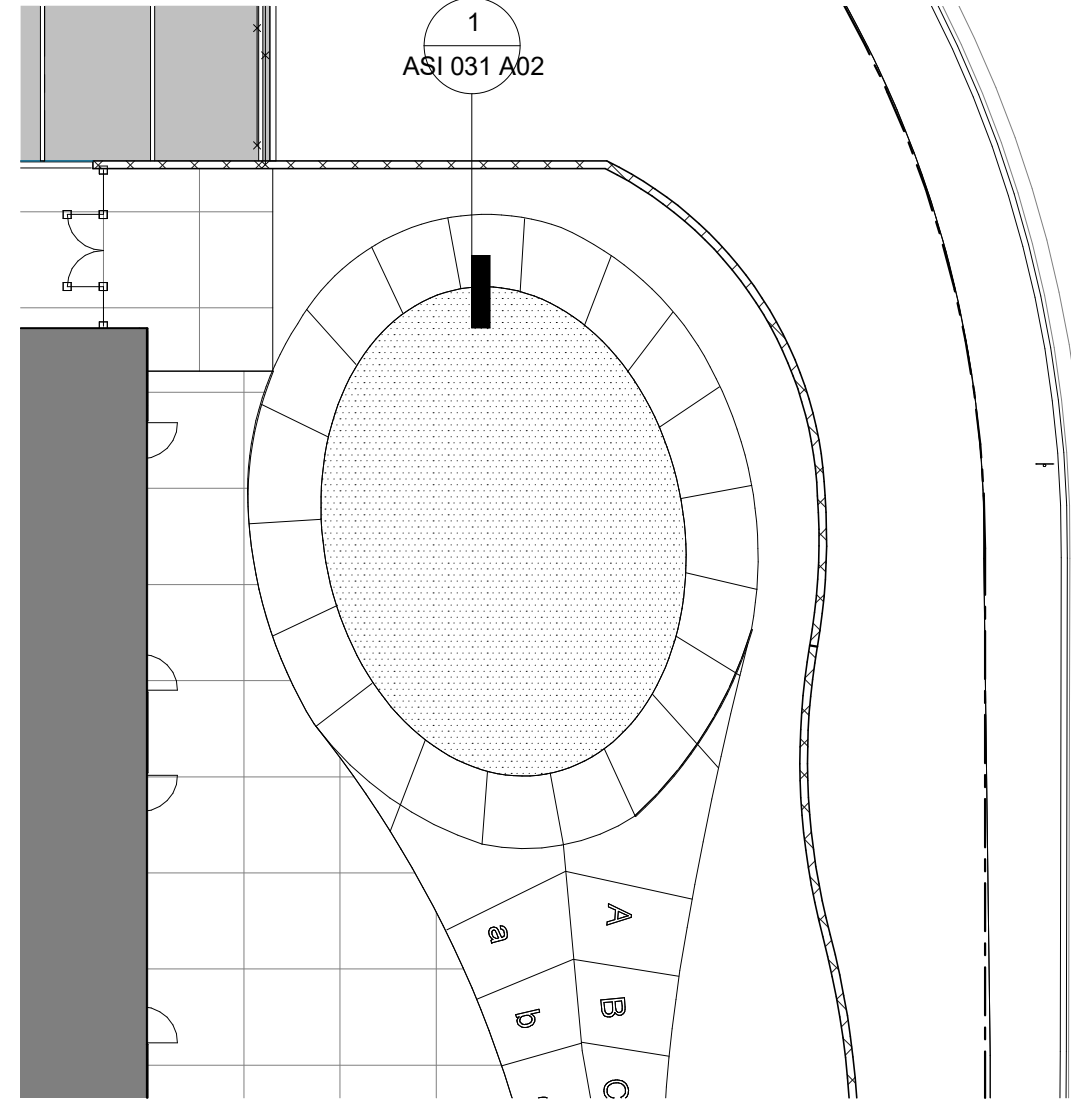
ACCEPTED:

By:   Ruben R                     Date:   08/22/2023          

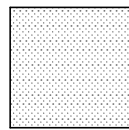
By: \_\_\_\_\_ Date: \_\_\_\_\_



① PLAY BOX - ELEMENTARY (NORTH)  
1/16" = 1'-0"

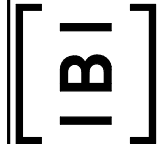


② PLAY BOX - KINDERGARTEN (SOUTH)  
1/16" = 1'-0"

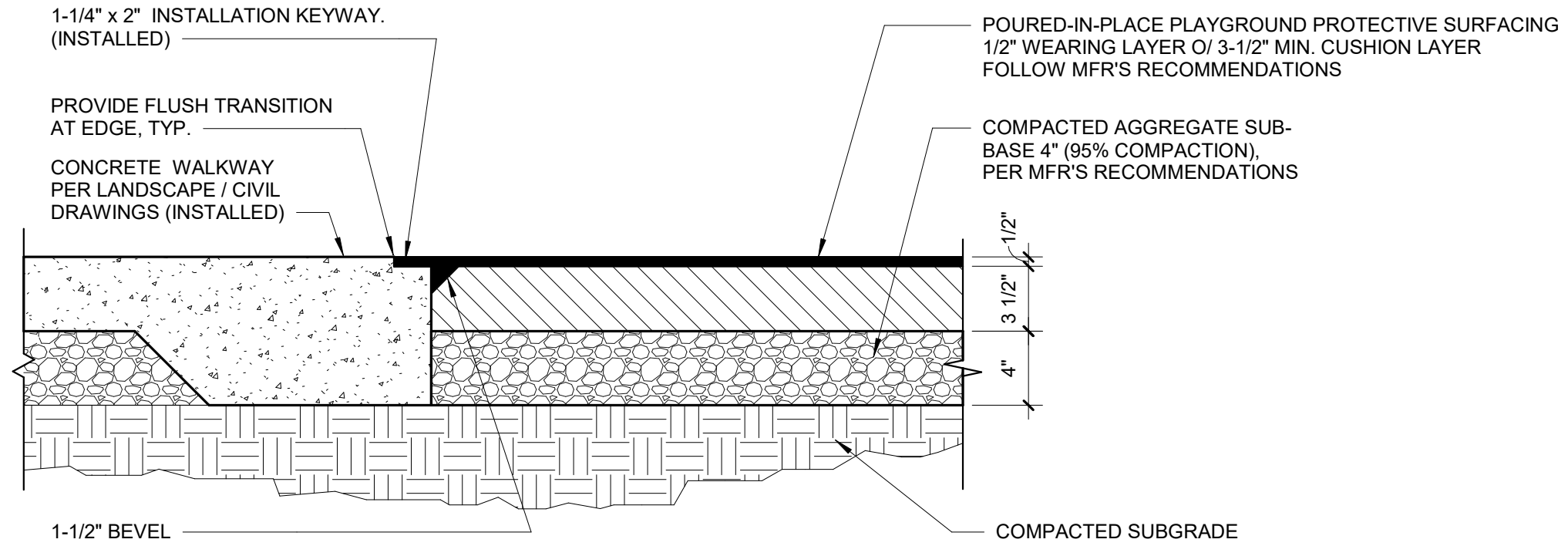


PLAYGROUND PROTECTIVE SURFACING  
BASIS OF DESIGN: POURED-IN-PLACE (PIP) "GT IMPAX",  
SEE SPECIFICATION 32 18 16

<b>ENLARGED SITE PLAN - PLAY BOX</b>		DATE	08/22/2023
		<b>ASI 031 A01</b>	
<b>ROSE AVENUE K-5 SCHOOL</b>		OXNARD	CA
<b>OXNARD SCHOOL DISTRICT</b>		PROJECT NO.	109890
		DSA FILE NO.	56-22
		DSA APP. NO.	03-119284
		REFERENCE SHEET NO.	6a & 6b / L3.02; A1202; A1203;

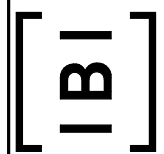


Los Angeles  
537 South Broadway, Suite 500  
Los Angeles CA 90013  
213.769.0011 fax: 213.769.0016



① CURB EDGE / PLAY SURFACE  
1 1/2" = 1'-0"

<b>POURED-IN-PLACE PLAYGROUND PROTECTIVE SURFACING</b>	DATE 08/22/2023	<b>ASI 031 A02 R</b>
	ROSE AVENUE K-5 SCHOOL	OXNARD CA REFERENCE SHEET NO. 1/L3.02
OXNARD SCHOOL DISTRICT	PROJECT NO. 109990	DSA FILE NO. 56-22 DSA APP. NO. 03-119284



Los Angeles  
537 South Broadway, Suite 500  
Los Angeles CA 90013  
213.769.0011 fax: 213.769.0016

## SECTION 32 18 16

### PLAYGROUND PROTECTIVE SURFACING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes:
  - 1. Unitary seamless surfacing.
- B. Related Sections include:
  - 1. Section 11 68 16 "Play Structures" for play structure equipment installed in areas with playground protective surfacing.
  - 2. Section 31 10 00 "Site Clearing" for base courses below playground protective surfacing.
  - 3. Section 32 13 13 "Site Concrete" for concrete paving base below playground protective surfacing.

##### 1.3 REFERENCES

- A. ASTM International:
  - 1. ASTM E 108: Standard Test Methods for Fire Tests of Roof Coverings.
  - 2. ASTM F 1292: Standard Specification for Impact Attenuation of Surfacing Systems Within the Use Zone of Playground Equipment.
  - 3. ASTM F 1951: Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
- B. California Building Code (Title 24, Part 2)
- C. Consumer Product Safety Commission (CPSC):
  - 1. CPSC No. 325: handbook for Public Playground Safety.
- D. ADA-ABA Accessibility Guidelines: U.S. Architectural & Transportation Barriers Compliance Board's "Americans With Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines"

##### 1.4 DEFINITIONS

- A. Definitions in ASTM F 2223 apply to Work of this Section.

- B. Critical Height: Standard measure of shock attenuation according to ASTM F 2223; same as “critical fall height” in ASTM F 1292. According to ASTM F 1292, this approximates “the maximum fall height from which a life-threatening head injury would not be expected to occur.”
- C. EPDM: Ethylene propylene diene monomer rubber.
- D. SBR: Styrene-butadiene rubber.
- E. Unitary Surfacing: A protective surfacing of one or more material components bound together to form a continuous surface; same as “unitary system” in ASTM F 2223.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For each type of protective surfacing.
  - 1. Include plans, sections, placement and penetration details, and attachment to substrates.
  - 2. Include accessories and edge terminations.
  - 3. Include patterns made by varying colors.
  - 4. Include fall heights and use zones for equipment and structures specified in Section 11 68 16 “Play Structures,” coordinated with critical heights for protective surfacing.
- C. Samples for Initial Selection: For each type of exposed finish.
- D. Samples for Verification: For each type of protective surfacing and exposed finish.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data:
  - 1. For Installer.
  - 2. For testing agency.
- B. Product Certificates: For each type of unitary surfacing product.
- C. Field quality-control reports.
- D. Sample Warranty: For manufacturer’s special warranty.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For playground protective surfacing to include in maintenance manuals.

## 1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Mockups: Build mockups to verify selections under Sample submittals and to set quality standards for materials and execution.
  - 1. Build mockups for protective surfacing, including accessories, as directed by Architect.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit playground surface system installation to be performed according to manufacturer's written instructions and warranty requirements.

## 1.10 WARRANTY

- A. Special Warranty: Manufacturer and Installer agree to repair or replace components of playground protective surfacing that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Reduction in impact attenuation as measured by reduction of critical fall height.
    - b. Deterioration of protective surfacing and other materials beyond normal weathering.
  - 2. Warranty Period: 5 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Impact Attenuation: Critical fall height tested according to ASTM F 1292.
- B. Accessibility Standard: Minimum surfacing performance according to ASTM F 1951.
- C. Exterior Fire-Test Exposure: ASTM E 108, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency



## 2.2 UNITARY SEAMLESS SURFACING

- A. General: Manufacturer's standard, site-mixed and applied, two-layer material with wearing layer over cushioning layer, with combined, overall thickness as required, tested for impact attenuation according to ASTM F 1292 and accessibility according to ASTM F 1951.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. GameTime, a Playcore Company; GT Impax Poured.
  2. Wearing Layer: Minimum of ½" thick of EPDM rubber granules, 1 to 3 mm in diameter, and polyurethane primer.
  3. Cushioning Layer: Formulation of SBR particles and binder.
  4. Binder: Weather-resistant, UV-stabilized, flexible, nonhardening, 100 percent solids polyurethane.
  5. Critical Height: 6 feet.
  6. Overall Thickness: Not less than as required for critical height indicated.
  7. Primer/Adhesive: Manufacturer's standard primer and weather-resistant, moisture-cured polyurethane adhesive suitable for unit, substrate, and location indicated.
  8. Wearing Layer Color: As selected by Architect from manufacturer's full range.
    - a. For bidding purposes, assume three separate colors, in equal quantities for each color.
- B. Leveling and Patching Material: Portland cement-based grout or epoxy- or polyurethane-based formulation suitable for exterior use and approved by playground protective surfacing manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for subgrade elevations, slope, and drainage and for other conditions affecting performance of the Work.
1. Verify that substrates are sound and without high spots, ridges, holes, and depressions.
- B. Hard-Surface Substrates: Verify that substrates are satisfactory for unitary, protective surfacing installation and that substrate surfaces are dry, cured, and uniformly sloped to drain within recommended tolerances according to protective surfacing manufacturer's written requirements for cross-section profile.
1. Asphalt Substrates: Verify that substrates are dry, sufficiently cured to bond with adhesive, and free from surface defects, dust, dirt, loose particles, grease, oil, and other contaminants incompatible with protective surfacing or that may interfere with adhesive bond.

2. Concrete Substrates: Verify that substrates are dry and free from surface defects, laitance, glaze, efflorescence, curing compounds, form-release agents, hardeners, dust, dirt, loose particles, grease, oil, and other contaminants incompatible with protective surfacing or that may interfere with adhesive bond. Determine adhesion, dryness, and acidity characteristics by performing procedures recommended in writing by protective surfacing manufacturer.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare substrates to receive surfacing products according to protective surfacing manufacturer's written instructions.
- B. Hard-Surface Substrates: Clean surface free of laitance, efflorescence, curing compounds, and other contaminants incompatible with protective surfacing.
1. Repair: Fill holes and depressions in unsatisfactory surfaces with leveling and patching material.
  2. Treatment: Mechanically abrade or otherwise prepare concrete substrates according to protective surfacing manufacturer's written instructions to achieve adequate roughness.
  3. Terminal Edges: Saw cut concrete or asphalt for terminal edges of protective surfacing.
  4. Treat control joints and other nonmoving substrate cracks to prevent telegraphing through protective surfacing.

### 3.3 INSTALLATION OF SEAMLESS PROTECTIVE SURFACING SYSTEM

- A. Mix and apply components of seamless surfacing according to manufacturer's written instructions to produce uniform, monolithic, and impact-attenuating protective surfacing of required overall thickness.
1. Substrate Primer: Apply over prepared substrate at manufacturer's standard spreading rate for type of substrate.
  2. Poured Cushioning Layer: Spread evenly over primed substrate to form a uniform layer applied at manufacturer's standard spreading rate in one continuous operation, with a minimum of cold joints.
  3. Intercoat Primer: Over cured cushioning layer, apply primer at manufacturer's standard spreading rate.
  4. Wearing Layer: Spread over primed base cushioning layer to form a uniform layer applied at manufacturer's standard spreading rate in one continuous operation and, except where color changes, with no cold joints. Finish surface to produce manufacturer's standard wearing-surface texture.
    - a. Where colored pattern or graphic design is indicated, place adjacent colored material as soon as previously placed colored material is sufficiently cured, using primer or adhesive if required by manufacturer's written instructions.

5. Edge Treatment: Sawcut base material and vertical pour into sawcut. Fully adhere edges to substrate with full coverage of substrate. Maintain fully cushioned thickness required to comply with performance requirements. Provide tapered edge meeting accessibility requirements.

### 3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing agency to perform tests.
- B. Perform the following tests:
  1. Perform "Installed Surfaced Performance Test" according to ASTM F 1292 for each protective surfacing type and thickness in each playground area.
  2. Perform installed-surface-performance tests at no less than one series of tests for each 1000 square feet of each type and thickness of in-place protective surfacing or part thereof.
- C. Playground protective surfacing will be considered defective if it does not pass tests.
- D. Prepare test reports.

### 3.5 PROTECTION

- A. Prevent traffic over seamless surfacing for not less than 48 hours after installation.

END OF SECTION 32 18 16

<b>Contingency</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (CDR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Contingency Request #: 129
	Date: 10-19-2023

TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event 249 - CDR 129 - East Parking Lot &amp; Access Road - Temp Fencing</p> <p>Provide labor, materials and equipment to install perimeter fencing and/or other appropriate measures as necessary around the planters at the East Parking Lot and along the East Access Road to separate and protect the general public from construction activities; and provide access gate at East Parking Lot to prevent access by unauthorized persons.</p>	<p>\$ 6,965.00</p>
---	--------------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>Rafael Flamilla</u>	By: _____	By: _____
Date: <u>2023-10-19</u>	Date: _____	Date: _____

OWNER - Oxnard School District                      By: \_\_\_\_\_                      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	10-19-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	249
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 249 - CDR 129 - East Parking Lot & Access Road - Temp Fencing

Provide labor, materials and equipment to install perimeter fencing and/or other appropriate measures as necessary around the planters at the East Parking Lot and along the East Access Road to separate and protect the general public from construction activities; and provide access gate at East Parking Lot to prevent access by unauthorized persons.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A:</b>	<b>\$ -</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Fence Factory	\$	6,965.00	
		<b>Subtotal B:</b>	<b>\$ 6,965.00</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C:</b>	<b>\$ -</b>
<b>D. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.5%</b>			
		<b>Subtotal E:</b>	
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>6,965.00</b>

The request could potentially increase the milestones and/or contract time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

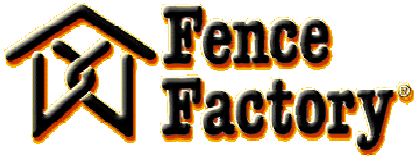
Print Name & Title (General Contractor)



Signature

2023-10-19

Date



821 MAULHARDT AVE, CA. 93030 805.644.4617 805.644.0309

---

**10 Locations to Serve you throughout California**  
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D.I.R. Registration #1000003937

October 17, 2023

Attn: Tiger

Re: Quote for Temporary Fence for Rose Ave Elem.

**Temporary Fence:**

**Teachers Parking lot:** Delivery, Installation and Removal of Approx. 25' of 8'x 10' temporary chain-link fence panels 1 D/D gate with shade cloth as needed.

**Estimated Rental Price Using Prevailing wage rates: \$505.00**

**Parking Lot Planters:** delivery, Installation and Removal of Approx. 280' of 8'x 10' temporary chain link fence panels with 280' of 8' tall shade cloth as needed and poles core drilled in asphalt and dirt.

**Estimated Rental Price Using Prevailing wage rates: \$3,360.00**

**Fire Access Road: East:** delivery, Installation and Removal of Approx. 260' of 8'x 10' temporary chain link fence panels with 260' of 8' tall shade cloth as needed and poles core drilled in asphalt and dirt.

**Estimated Rental Price Using Prevailing wage rates: \$3,100.00**

Respectfully,

Manuel Tapia

## Carbajal, Filbert

---

**From:** Alamillo, Rafael  
**Sent:** Friday, October 20, 2023 13:53  
**To:** Carbajal, Filbert  
**Subject:** FW: Fencing at Staff Parking Lot

### Rafael Alamillo

Senior Project Manager | Balfour Beatty  
O: 805.9831558 | C: 805.2087462  
E: ralamillo@balfourbeattyus.com | www.balfourbeattyus.com

### Balfour Beatty

PROUD TO BE RECOGNIZED AS A  
**BEST PLACE TO WORK**



---

**From:** Michael Brewer <mbrewer@cfwinc.com>  
**Sent:** Wednesday, October 11, 2023 1:07 PM  
**To:** Alamillo, Rafael <RALamillo@Balfourbeattyus.com>  
**Subject:** Fencing at Staff Parking Lot

#### External Email

Rafael,




As discussed please provide temp fencing at the entrance of the staff parking lot so it can be secured after hours. Any costs associated with this are approved.

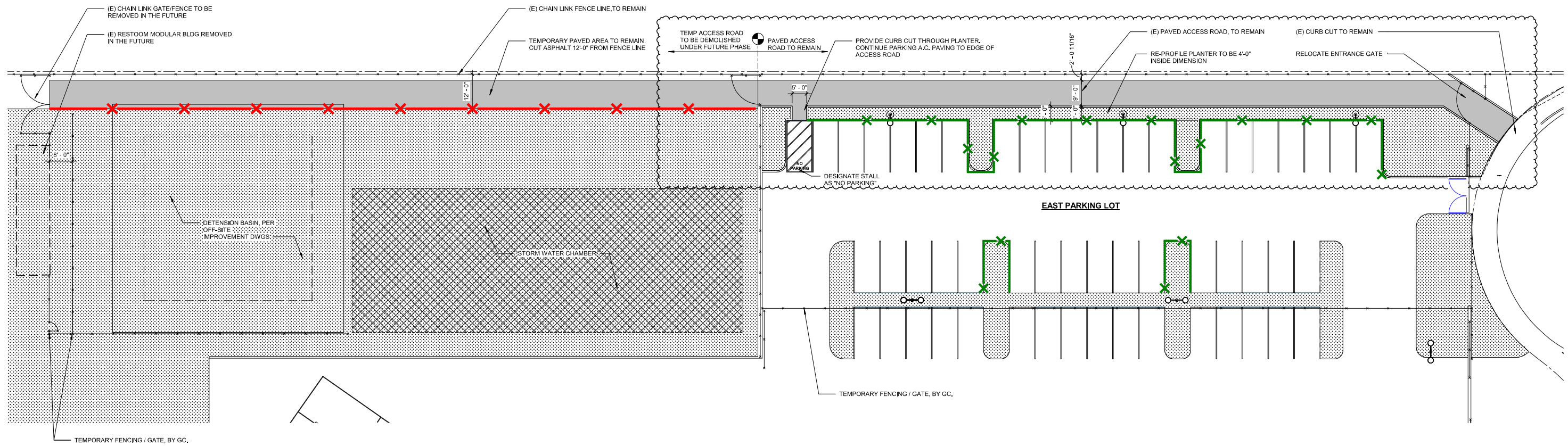
Thank You



**Michael Brewer**  
*Program Manager*  
Caldwell Flores Winters, Inc.  
521 N. 1st Avenue, Arcadia, CA 91006  
Office: (626) 829-8300  
Direct: (626) 829-8323  
[mbrewer@cfwinc.com](mailto:mbrewer@cfwinc.com)  
[www.cfwinc.com](http://www.cfwinc.com)

**Legend**

-  East Parking Lot Gate
-  East Parking Lot Planters
-  Fire Access Road





**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 135 R1  
 Date: 12-8-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

Prep / Paint exterior material per Specification 09 91 00;  
 3.6 Exterior Paint Systems Schedule

The Contract is changed as follows:

Ref. Cost Event 150 - CDR 135 R1 - ASI 23 Paint Stair Landing Downspouts  Provide labor, material, and equipment to paint the downspouts at the stair landings for Bldg C North and Bldg C South per ASI 23 dated 5/9/23.	\$ 1,614.85
---	-------------

- The cost of this work will be drawn from Contractor Contingency:  
 The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>Rafael Flamilla</u>	By: <u>[Signature]</u>	By: _____
Date: <u>2023-12-08</u>	Date: <u>01/23/2024</u>	Date: _____

OWNER - Oxnard School District                      By : \_\_\_\_\_                      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	12-8-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	150
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 150 - CDR 135 R1 - ASI 23 Paint Stair Landing Downspouts

Provide labor, material, and equipment to paint the downspouts at the stair landings for Bldg C North and Bldg C South per ASI 23 dated 5/9/23.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	<b>-</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
CAM Painting (Labor)	\$	1,614.85	
		<b>Subtotal B: \$</b>	<b>1,614.85</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	<b>-</b>
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1%</b>			
		<b>Subtotal E:</b>	
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>1,614.85</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2023-12-08

Print Name & Title (General Contractor)

Signature

Date



# CAM Painting, Inc.

License: 710805  
DIR: 1000000989

12/07/2023 – REVISED

Subject: **Change Order ASI 023**  
Project: Rose Ave ES Reconstruction.  
Bid Package: Painting  
Owner: Oxnard School District  
Submitted To: Balfour Beauty  
Rafael Alamillo

## Description of Work:

	Hourly Rate	Hours	Total	
Perform painting work per ASI-023	\$ 77.52	16	\$ 1,240.32	
			\$ 1,240.32	Total Labor
Material			\$ 150.00	

- A) Total Labor + Materials = \$1,390.32
- B) Bonds 1% = \$13.90
- C = A+B = \$1,404.22
- D = C\*15% = \$210.63
- F = D+C = \$1,614.85

Grand Total: \$1,614.85 ~ ONE THOUSAND SIX HUNDRED FORTEEN DOLLARS AND EIGHTY-FIVE CENTS

29 Hackamore Lane,  
Bell Canyon, CA 91307

Phone: 818-716-7410 Fax: 818-716-7443  
Email: [campainting@sbcglobal.net](mailto:campainting@sbcglobal.net)

Thank You for shopping at Dunn-Edwards. Your tintable items have been completed.

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 CAM PAINTING INC  
 ROSE ES  
 Acct#: 124  
 Color-Ark#: 02962395150611  
 Mobile Order  
 DE#: 4000088275  
 Delivery Date 10/09/2023

ITEM	QTY	PRICE
EVSH30-3-L-5 EVERSHIELD Ext ES L Base [DE] DE 6227 MUSLIN BasketID: 4000088275	1	152.38T
PCF-R-L-5 PaintCare Fee BasketID: 4000088275	1	1.50T
EVSH50-3-U-5 EVERSHIELD Ext SG U Base [DE] DE 6231 SHAKER GRAY BasketID: 4000088275	1	172.66T
PCF-R-L-5 PaintCare Fee BasketID: 4000088275	1	1.50T
OPT15-4 D-E ORANGE PREM TAPE 36MM 4PK 10.22 each BasketID: 4000088275	6	61.32T
Subtotal		\$389.36
Sales Tax		\$36.03
Total		\$425.39
Charge		\$425.39
Change		\$0.00

Prep / Paint exterior material per Specification 09 91 00;  
 3.6 Exterior Paint Systems Schedule

Purchaser: STEFANOS ANASTASIOU  
 Notes: Delivery Date: 10/09/2023  
 STEFANOS 818-602-3576  
 PLEASE DELIVER ASAP  
 PO#: STEFANOS

For CPSC Compliance Certificate, visit  
[www.dunnedwards.com/cpcs/cert](http://www.dunnedwards.com/cpcs/cert)

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

<BITMAP>http://st029pos01.psn.local:8080/cactusweb/images/frame.gif,0</BITMAP>

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Thank you for your business!

Location:029-1-1 Trans#:6239515

10/9/2023 09:06 Cashier:Angel

\*\*\*\*\*

Deliver To:

220 S DRISKILL ST

OXNARD

CA

93030

\*\*\*\*\*



**IBI GROUP**  
 537 South Broadway., Suite 500  
 Los Angeles, CA 90013

[www.IBIGroup.com](http://www.IBIGroup.com)

## ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

<b>PROJECT:</b>	Rose Avenue K-5 School	<b>ASI NO.:</b>	<b>023</b>
<b>OWNER:</b>	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	<b>DATE:</b>	05/09/2023
<b>Construction Management</b>	Caldwell Flores Winters, Inc. 815 Colorado Blvd. Suite 201 Los Angeles, CA 90042	<b>ARCHITECT:</b>	IBI Group 537 South Broadway, Suite 500 Los Angeles, CA 90013
<b>CONTRACTOR:</b>	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CCA 93036	<b>PROJECT NO.:</b>	109990
		<b>DSA FILE NO.:</b>	56-22
		<b>APPLICATION NO.:</b>	03-119284

The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

**Description:**

Refer to Building C – Second Floor Plan:

1. **Adjust** topping slab slopes, per attached **ASI023-A1**
2. **Provide** floor drain and downspouts per **ASI023-A2 and ASI023-A3**

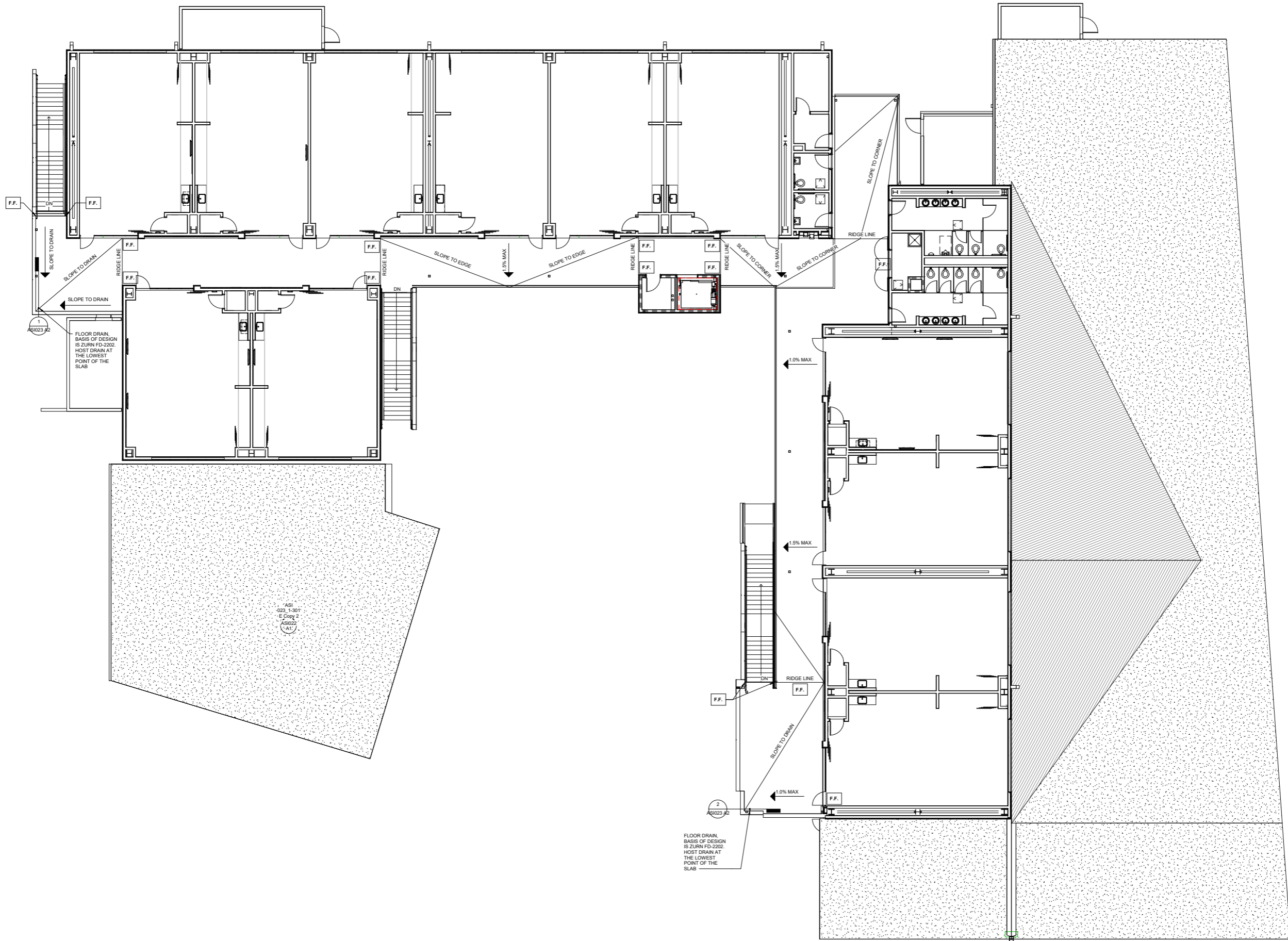
**Attachments: ASI023-A1, A2 and A3**

ISSUED:  
IBI GROUP, A CALIFORNIA PARTNERSHIP

ACCEPTED:


By:   Ruben R                     Date:   05/09/2023          

By: \_\_\_\_\_ Date: \_\_\_\_\_



① SECOND FLOOR PLAN  
1/8" = 1'-0"

DSA STAMP

DSA # 03-119284  
 CLIENT  
**OXNARD SCHOOL DISTRICT**  
  
 220 S. Driskill St, Oxnard, CA 93030

**COPYRIGHT**  
 This drawing has been prepared solely for the intended use. No reproduction or distribution for any purpose other than authorized by IBI Group is permitted. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job, and IBI Group shall be relieved of any liability from the drawings and conditions shown on the drawing. Once stamped and the drawings are for IBI Group for general use, IBI Group shall be responsible for any errors or omissions before proceeding with fabrication.  
 IBI Group - A California Partnership  
 is a member of the IBI Group of companies.

**ISSUES**

No.	DESCRIPTION	DATE

**CONSULTANTS**



**PRIME CONSULTANT**  
 **IBI GROUP**  
 537 South Broadway, Suite 500  
 Los Angeles, CA 90013, USA  
 Tel: 213 769 0211 Fax: 213 769 0016  
 ibigroup.com

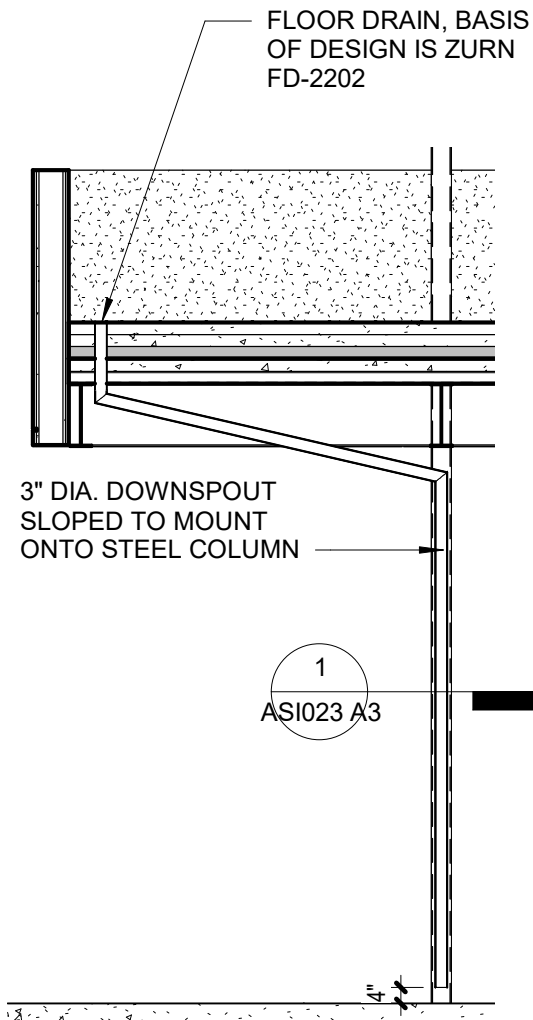
**PROJECT**  
**ROSE AVENUE K-5 SCHOOL**  
 220 S. DRISKILL ST.  
 OXNARD, CA 93030

**PROJECT NO:** 109990  
**DRAWN BY:** HM  
**PROJECT MGR:** rRr

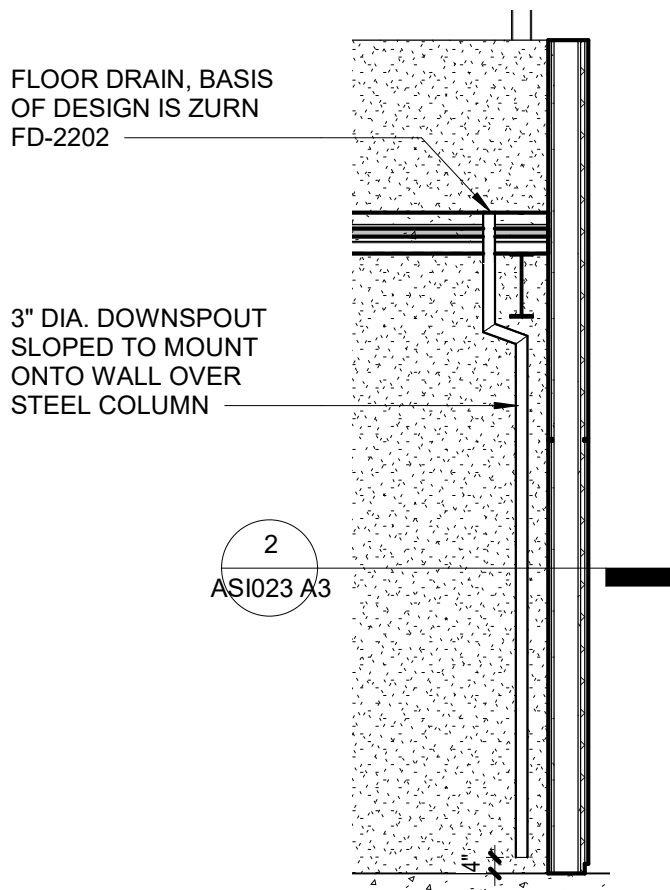
<b>CHECKED BY:</b> Checker	<b>APPROVED BY:</b> Approver
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**SHEET TITLE**  
 OVERALL FLOOR PLAN -  
 TOPPING SLAB


**SHEET NUMBER** | **ISSUE**  
**ASI023 - A1191**



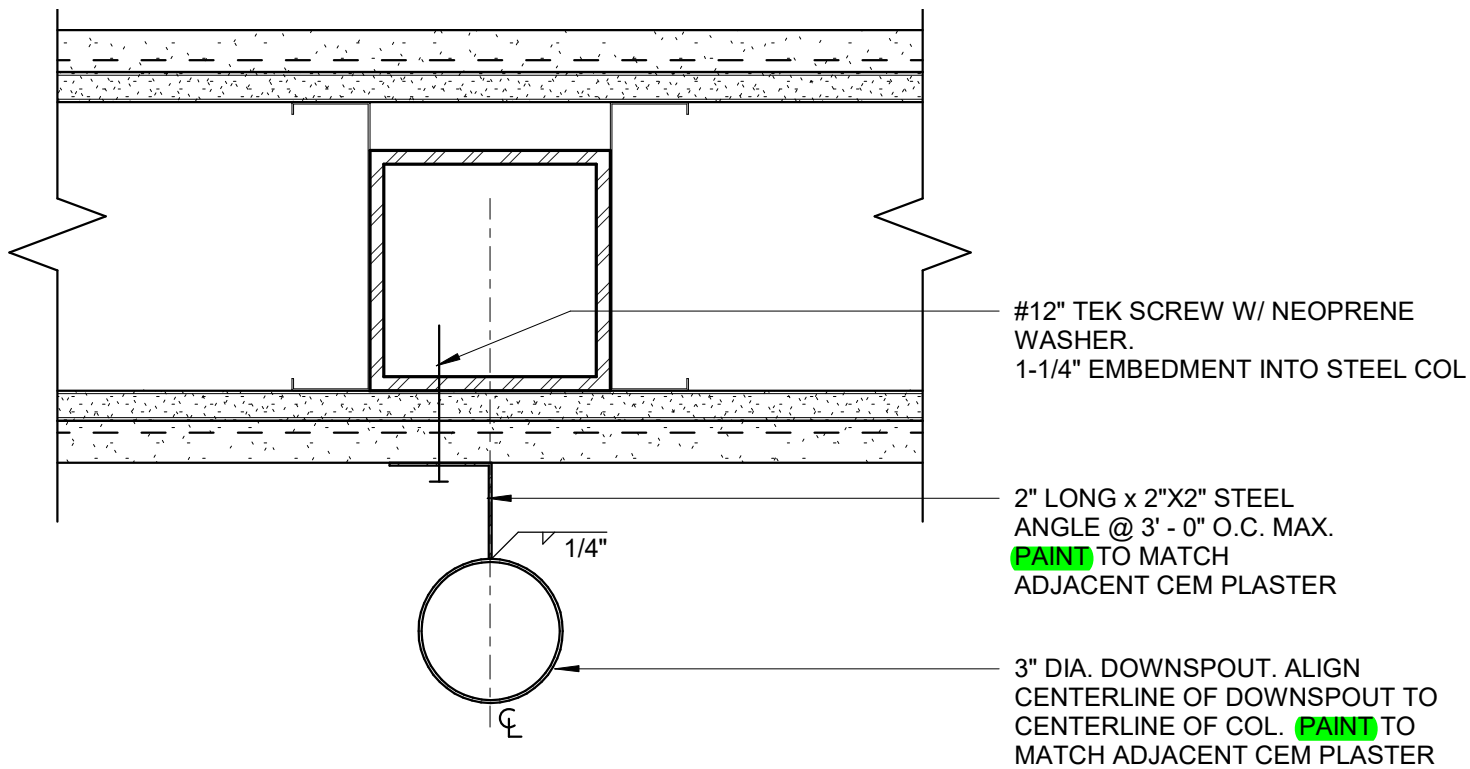
① DOWNSPOUT AT SOUTH STAIR  
1/4" = 1'-0"



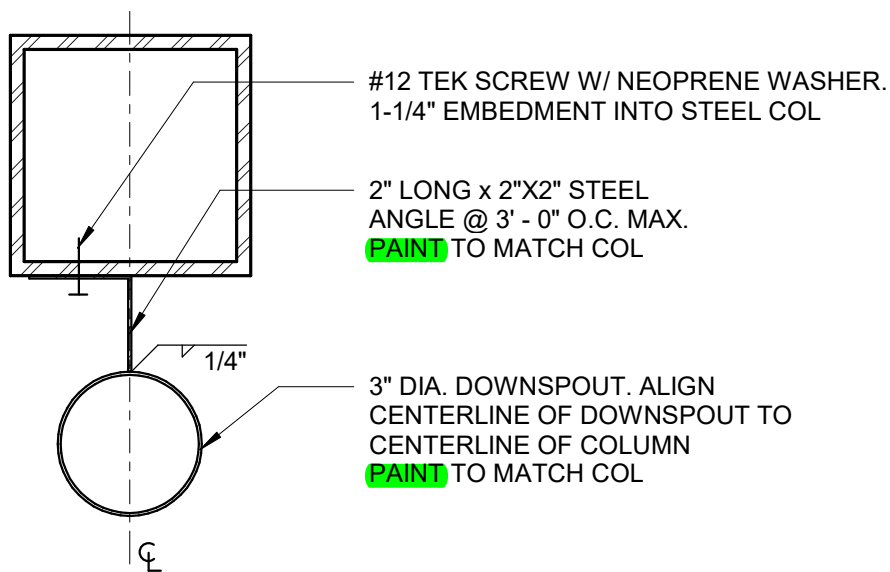
② DOWNSPOUT AT NORTH STAIR  
1/4" = 1'-0"

  Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016	<b>SECTION - DOWNSPOUTS</b>			DATE 05/09/23
	<b>ROSE AVENUE K-5 SCHOOL</b>			
	<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>ASI023 A2</b>
	PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO. --	
	DSA APP. NO. 03-119284			






2 DOWNSPOUT AT WALL  
3" = 1'-0"



1 DOWNSPOUT AT COLUMN  
3" = 1'-0"

  Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016	<b>DETAILS - DOWNSPOUT</b>			
	<b>ROSE AVENUE K-5 SCHOOL</b>			DATE 05/09/23
	<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>ASI023 A3</b>
	PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO. --	
	DSA APP. NO. 03-119284			

## **AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

The Lease Leaseback Agreement (“Agreement”) entered into on November 17th, 2017, by and between the Oxnard School District (“District”) and Balfour Beatty Construction, LLC, (“Contractor”), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Rose Avenue Elementary School Reconstruction (“Project”) for the District’s Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

### **AMENDMENT**

The Parties agree to revise the following language to SECTION 1 of the Agreement:

**H. Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents (\$1,695,042.00)**, and, (2) Sublease Payments in the amount of **\$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

The Parties agree to add the following language to SECTION 5 of the Agreement:

### **SECTION 12. PERSONNEL ASSIGNMENT**

A. Contractor shall assign **Leon Cavallo** as Project Manager/Superintendent for the Project. So long as **Leon Cavallo** 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.

**APPROVED:**

**Balfour Beatty Construction, LLC:**



*Signature*

Brian H. Cahill President, California Division  
*Typed Name/Title*

09/28/2021  
*Date*

**OXNARD SCHOOL DISTRICT:**



*Signature*

Lisa A. Franz, Director, Purchasing  
*Typed Name/Title*

10-7-2021  
*Date*

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

**EXHIBIT A**

Scope of Work

**DRAWINGS**

Plan Sheets Prepared by IBI Architects, Architects Project No 109990, DSA No 03-119284, DSA Approval July 10, 2019

**PROJECT DESCRIPTION**

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1**, (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2**, (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**.

**Contract Documents Listed**

**1. Specifications**

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification



23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

## 2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
GENERAL	G1100A	BUILDING A - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100B	BUILDING B - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100C	BUILDING C - CODE ANALYSIS FIRST FLOOR PLAN
GENERAL	G1101C	BUILDING C - CODE ANALYSIS SECOND FLOOR PLAN
GENERAL	G1200	LIFE AND SAFETY
CIVIL	C101	TITLE SHEET AND GENERAL NOTES
CIVIL	C201	TYPICAL DETAILS
CIVIL	C202	TYPICAL DETAILS
CIVIL	C203	TYPICAL DETAILS
CIVIL	C301	DEMOLITION PLAN
CIVIL	C302	DEMOLITION PLAN
CIVIL	C400	OVERALL SITE
CIVIL	C401	GRADING PLAN
CIVIL	C402	GRADING PLAN
CIVIL	C403	GRADING PLAN
CIVIL	C404	GRADING PLAN
CIVIL	C405	GRADING PLAN
CIVIL	C406	GRADING PLAN
CIVIL	C407	GRADING PLAN
CIVIL	C408	GRADING PLAN
CIVIL	C409	GRADING PLAN
CIVIL	C501	GRADING PLAN
CIVIL	C502	UTILITY PLAN
CIVIL	C601	UTILITY PLAN
LANDSCAPE	L1.01	EROSION GONTROL PLAN
LANDSCAPE	L1.02	LANDSCAPE CONSTRUCTION PLAN
LANDSCAPE	L1.03	PLANTING PLAN
LANDSCAPE	L2.01	PLANTING PLAN
LANDSCAPE	L2.02	IRRIGATION PLAN
LANDSCAPE	L3.01	IRRIGATION PLAN
LANDSCAPE	L3.02	LANDSCAPE DETAILS
ARCHITECTURAL	A1100	LANDSCAPE DETAILS
ARCHITECTURAL	A1201	OVERALL SITE PLAN
ARCHITECTURAL	A1202	SITE ENLARGED PLAN - NORTH-EAST
ARCHITECTURAL	A1203	SITE ENLARGED PLAN - SOUTH-EAST
ARCHITECTURAL	A1204	SITE ENLARGED PLAN - SOUTH-WEST
ARCHITECTURAL	A1301	SITE ENLARGED PLAN - NORTH-WEST

ARCHITECTURAL	A1302	ENLARGED SERVICE YARDS ENLARGED PLAYGROUNDS
ARCHITECTURAL	A1303	ENLARGED SERVICE YARDS AND CANOPY
ARCHITECTURAL	A2310A	BUILDING A - FLOOR PLANS AND ENLARGED PLANS
ARCHITECTURAL	A2311A	BUILDING A - FLOOR FINISH PLAN
ARCHITECTURAL	A2710A	BUILDING A - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810A	BUILDING A - ROOF PLAN
ARCHITECTURAL	A3001A	BUILDING A - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001A	BUILDING A - SECTIONS
ARCHITECTURAL	A4010A	BUILDING A - WALL SECTIONS
ARCHITECTURAL	A6010A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6013A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A9101A	BUILDING A - ROOM FINISH, DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310B	BUILDING B - FLOOR PLAN
ARCHITECTURAL	A2311B	BUILDING B - DIMENSION FLOOR PLAN
ARCHITECTURAL	A2312B	BUILDING B - FLOOR FINISH PLAN
ARCHITECTURAL	A2710B	BUILDING B - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810B	BUILDING B - ROOF PLAN
ARCHITECTURAL	A3001B	BUILDING B - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001B	BUILDING B - SECTIONS
ARCHITECTURAL	A4010B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A4011B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A5010B	BUILDING B - PARTIAL FLOOR PLANS
ARCHITECTURAL	A6010B	BUILDING B INTERIOR ELEVATIONS
ARCHITECTURAL	A6011B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A8601	OPENINGS
ARCHITECTURAL	A9101B	BUILDING B - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201B	BUILDING B - DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310C	BUILDING C - FIRST FLOOR PLAN - NORTH
ARCHITECTURAL	A2311C	BUILDING C - FIRST FLOOR PLAN - SOUTH
ARCHITECTURAL	A2312C	BUILDING C - FIRST FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2313C	BUILDING C - FIRST FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2314C	BUILDING C - FIRST FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2315C	BUILDING C - FIRST FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2320C	BUILDING C - SECOND FLOOR PLAN - NORTH
ARCHITECTURAL	A2321G	BUILDING C - SECOND FLOOR PLAN - SOUTH
ARCHITECTURAL	A2322C	BUILDING C - SECOND FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2323C	BUILDING C - SECOND FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2324C	BUILDING C - SECOND FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2325C	BUILDING C - SECOND FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2710C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - NORTH

ARCHITECTURAL	A2711C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2720C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - NORTH
ARCHITECTURAL	A2721C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2810C	BUILDING C - ROOF PLAN - NORTH
ARCHITECTURAL	A2811C	BUILDING C - ROOF PLAN - SOUTH
ARCHITECTURAL	A3001C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3002C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3003C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001C	BUILDING C - SECTIONS
ARCHITECTURAL	A4002C	BUILDING C – SECTIONS
ARCHITECTURAL	A4010C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A4011C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A5001C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A5002C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A6010C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012C	BUILDING C - Interior ELEVATIONS
ARCHITECTURAL	A6013C	BUILDING C INTERIOR ELEVATIONS
ARCHITECTURAL	A6014C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6015C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6016C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A9101C	BUILDING C - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201C	BUILDING C - DOOR SCHEDULES
ARCHITECTURAL	A9202C	BUILDING C - WINDOW SCHEDULE
ARCHITECTURAL	A8001	SITE DETAILS
ARCHITECTURAL	A8002	SITE DETAILS
ARCHITECTURAL	A8003	SITE DETAILS
ARCHITECTURAL	A8100	PLAN DETAILS
ARCHITECTURAL	A8200	WALL TYPES
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A8300	CEILING DETAILS
ARCHITECTURAL	A8400	ROOF DETAILS
ARCHITECTURAL	A8401	ROOF DETAILS
ARCHITECTURAL	A8402	ROOF DETAIL AND RUNNEL DETAILS
ARCHITECTURAL	A8500	INTERIOR DETAILS
ARCHITECTURAL	A8501	INTERIOR DETAILS
ARCHITECTURAL	A8600	OPENING DETAILS
ARCHITECTURAL	A8601	OPENING DETAILS
ARCHITECTURAL	A8602	OPENING DETAILS
ARCHITECTURAL	A8700	ACCESSIBILITY DETAILS
ARCHITECTURAL	A8800	STAIR & GUARDRAIL DETAILS
STRUCTURAL	S0001	STRUCTURAL NOTES
STRUCTURAL	S0002	STRUCTURAL NOTES
STRUCTURAL	S0003	STRUCTURAL NOTES

STRUCTURAL	S1101	TYP. FOUNDATION DETAILS
STRUCTURAL	S1102	TRASH ENCLOSURE
STRUCTURAL	S1103	SITE DETAILS
STRUCTURAL	S2111A	BUILDING A - FOUNDATION PLAN
STRUCTURAL	S2711A	BUILDING A - CEILING FRAMING PLAN
STRUCTURAL	S2811A	BUILDING A - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812A	BUILDING A ROOF FRAMING PLAN
STRUCTURAL	S3201A	BUILDING A - FRAME ELEVATION
STRUCTURAL	S9101A	BUILDING A - SCHEDULES
STRUCTURAL	S2111B	BUILDING B - FOUNDATION PLAN
STRUCTURAL	S2711B	BUILDING B - CEILING FRAMING PLAN
STRUCTURAL	S2811B	BUILDING B - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812B	BUILDING B - ROOF FRAMING PLAN
STRUCTURAL	S3201B	BUILDING B - FRAME ELEVATIONS
STRUCTURAL	S9101B	BUILDING B - SCHEDULES
STRUCTURAL	S2111C	BUILDING C - FOUNDATION PLAN
STRUCTURAL	S2112C	BUILDING C - FOUNDATION PLAN SOUTH
STRUCTURAL	S2311C	BUILDING C - FLOOR FRAMIING PLAN - NORTH
STRUCTURAL	S2312C	BUILDING C - FLOOR FRAMING PLAN - SOUTH
STRUCTURAL	S2711C	BUILDING C - FIRST FLOOR CEIING FRAMING PLAN - NORTH
STRUCTURAL	S2712C	BUILDING C - FIRST FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2713C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - NORTH
STRUCTURAL	S2714C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2811C	BUILDING C - ROOF FRAMING PLAN - NORTH
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STRUCTURAL	S3201C	BUILDING C - FRAI\IE ELEVATIONS
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STRUCTURAL	S8011	TYP. FOUNDATION DETAILS
STRUCTURAL	S8012	FOUNDATION DETAILS
STRUCTURAL	S8013	FOUNDATION DETAILS
STRUCTURAL	S8111	DECK DETAILS
STRUCTURAL	S8112	FRAMING DETAILS
STRUCTURAL	S8113	FRAMING DETAILS
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STRUCTURAL	S8211	STEEL DETAILS
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STRUCTURAL	S8213	SIMPSON YIELD LINK DET
STRUCTURAL	S8311	AIL LIGHT GAGE DETAILS
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STRUCTURAL	S8411	STRUCTURAL DETAILS SPRINKLER BRACING
PLUMBING	P1001	PLUMBING GENERAL NOTES, ABBREVIATIONS, & SHEET INDEX
PLUMBING	P1002	PLUMBING SIZING CALCULATIONS
PLUMBING	P1003	PLUMBING SCHEDULES
PLUMBING	FP1004	FIRE PROTECTION SITE PLAN
PLUMBING	P1004	PLUMBING SITE PLAN
PLUMBING	P2311A	BUILDING A - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312A	BUILDING A - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313A	BUILDING A - PLUMBING ENLARGED PLANS
PLUMBING	P2314A	BUILDING A - PLUMBING ROOF PLAN
PLUMBING	F2311A	BUILDING A - FIRE PROTECTION PLAN
PLUMBING	P2311B	BUILDING B - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312B	BUILDING B - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313B	BUILDING B - PLUMBING ENLARGED PLANS
PLUMBING	P2314B	BUILDING B - KITCHEN ENLARGED PLANS
PLUMBING	P2315B	BUILDING B - PLUMBING ROOF PLAN
PLUMBING	F2311B	BUILDING B - FIRE PROTECTION PLAN
PLUMBING	P2311C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 2
PLUMBING	P2313C	BUILDING C - DOMESTIC WATER ENLARGED PLANS
PLUMBING	P2321C	BUILDING C - SANITARY PLAN - LEVEL 1
PLUMBING	P2322C	BUILDING C - SANITARY PLAN - LEVEL 2
PLUMBING	P2323C	BUILDING C - SANITARY ENLARGED PLANS
PLUMBING	P2324C	BUILDING C - PLUMBING ROOF PLAN
PLUMBING	F2311C	BUILDING C - FIRE PROTECTION - LEVEL 1
PLUMBING	F2312C	BUILDING C - FIRE PROTECTION - LEVEL 2
PLUMBING	P4101	PLUMBING DETAILS
PLUMBING	P4102	PLUMBING DETAILS
PLUMBING	P4103	PLUMBING DETAILS
PLUMBING	P4104	SITE GAS RISERS DIAGRAM
PLUMBING	FP4101	FIRE PROTECTION DETAILS
PLUMBING	FP4102	FIRE PROTECTION
MECHANICAL	M1001	GENERAL NOTES
MECHANICAL	M1002	SYMBOLS & ABBREVIATIONS
MECHANICAL	M1003	MECHANICAL SCHEDULE
MECHANICAL	M1004	MECHANICAL SCHEDULE
MECHANICAL	M2311A	BUILDING A - MECHANICAL FLOOR PLAN
MECHANICAL	M2312A	BUILDING A - REFRIGERATION PIPING FIRST FLOOR PLAN
MECHANICAL	M2321A	BUILDING A - MECHANICAL ROOF PLAN
MECHANICAL	M2311B	BUILDING B - MECHANICAL FLOOR PLAN
MECHANICAL	M2321B	BUILDING B - MECHANICAL ROOF PLAN
MECHANICAL	M2322B	BUILDING B - MECHANICAL 3D SECTIONS
MECHANICAL	M2311C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 1
MECHANICAL	M2321C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 2

MECHANICAL	M2322C	BUILDING C - TYPICAL ENLARGED CLASSROOM MECHANICAL PLAN
MECHANICAL	M3101	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3102	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3103	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3104	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3105	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3106	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3107	CLASSROOM\I BLDG VRF SYSTEM
MECHANICAL	M3108	ADMIN BLDG VBF SYSTEM
MECHANICAL	M4101	MECHANICAL DETAILS
MECHANICAL	M4102	MECHANICAL DETAILS
MECHANICAL	M4103	MECHANICAL DETAILS
MECHANICAL	M4104	MECHANICAL DETAILS
MECHANICAL	M4105	MECHANICAL DETAILS
MECHANICAL	M4106	MECHANICAL DETAILS
MECHANICAL	M4107	MECHANICAL DETAILS
MECHANICAL	M4108	I\IECHANICAL DETAILS
MECHANICAL	IVI5101	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5102	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5103	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5104	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5105	NORTH CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5106	NORTH CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5107	MEDIA CENTER BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5108	MEDIA CENTER BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5109	MPR BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5110	MPR BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5111	ADMINISTRATION BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5112	ADMINISTRATION BLDG T24 COMPLIANCE REPORT
ELECTRICAL	E0001	GENERAL NOTES, ABBREVIATIONS, & SHEET INDEX
ELECTRICAL	E0002	ELECTRICAL SYMBOL LIST
ELECTRICAL	E0003	FIRE ALARM SYMBOL LIST6
ELECTRICAL	E0004	LIGHTING FIXTURE SCHEDULE
ELECTRICAL	E0005	CABLE SCHEDULE
ELECTRICAL	E0006	MECHANICAL SCHEDULE
ELECTRICAL	E1001	SITE LIGHTING PLAN
ELECTRICAL	E1002	SITE LIGHTING CALC NORMAL PLAN
ELECTRICAL	E1003	SITE LIGHTING CALC EGRESS PLAN
ELECTRICAL	E1004	SITE POWER PLAN
ELECTRICAL	E1005	SITE SIGNAL PLAN
ELECTRICAL	E2311A	BUILDING A FIRST FLOOR POWER PLAN
ELECTRICAL	E2321A	BUILDING A - ROOF POWER PLAN
ELECTRICAL	E2411A	BUILDING A FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511A	BUILDING A - FIRST FLOOR SIGNAL PLAN



ELECTRICAL	E2711A	BUILDING A - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712A	BUILDING A - FIRST FLOOR LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713A	BUILDING A - FIRST FLORR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011A	BUILDING A - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311B	BUILDING B - FIRST FLOOR POWER PLAN
ELECTRICAL	E2321B	BUILDING B - ROOF POWER PLAN
ELECTRICAL	E2411B	BUILDING B FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511B	BUILDING B - FIRST FLOOR SIGNAL PLAN
ELECTRICAL	E2711B	BUILDING B - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712B	BUILDING B - LIGHTING CLAC NORMAL PLAN
ELECTRICAL	E2713B	BUILDING B - FIRST FLOOR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011B	BUILDING B - ENLARGED FOOD SERVICE PLAN
ELECTRICAL	E5012B	BUILDING B - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311C	BUILDING C - LEVEL 1 POWER PLAN
ELECTRICAL	E2321C	BUILDING C - LEVEL 2 POWER PLAN
ELECTRICAL	E2411C	BUILDING C - FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2421C	BUILDING C - LEVEL 2 FIRE ALARM PLAN
ELECTRICAL	E2511C	BUILDING C - LEVEL 1 SIGNAL PLAN
ELECTRICAL	E2521C	BUILDING C - LEVEL 2 SIGNAL PLAN
ELECTRICAL	E2711C	BUILDING C - LEVEL 1 LIGHTING PLAN
ELECTRICAL	E2712C	BUILDING C - LEVEL 1 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713C	BUILDING C - LEVEL 1 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E2721C	BUILDING C - LEVEL 2 LIGHTING PLAN
ELECTRICAL	E2722C	BUILDING C - LEVEL 2 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2723C	BUILDING C - LEVEL 2 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011C	BUILDING C - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E4001	SINGLE LINE DIAGRAM
ELECTRICAL	E4002	SIGNAL & SECURITY SYSTEM BLOCK RISER DIAGRAM
ELECTRICAL	E4003	SIGNAL RISER DIAGRAM
ELECTRICAL	E4004	SECURITY SYSTEM RISER DIAGRAM
ELECTRICAL	E4005	TYPICAL CLASSROOM AV RISER DIAGRAM
ELECTRICAL	E4006	FIRE ALARM RISER DIAGRAM
ELECTRICAL	E4007	FIRE ALARM VOLTAGE DROP CALCULATIONS
ELECTRICAL	E4008	FIRE ALARM BATTERY CALCULATIONS
ELECTRICAL	E8001	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8002	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8003	ELECTRICAL DETAILS - PENETRATION
ELECTRICAL	EB004	ELECTRICAL DETAILS - GROUNDING
ELECTRICAL	E8005	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8006	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8007	ELEGTRICAL DETAILS – FIRE ALARM
ELECTRICAL	E8008	ELECTRICAL DETAILS - FIRE ALARM
ELECTRICAL	E8009	ELECTRICAL DETAILS - MISCELLANEOUS
ELECTRICAL	E8010	ELECTRICAL DETAILS - SIGNAL

ELECTRICAL	E9001A	BUILDING A - PANEL SCHEDULES
ELECTRICAL	E9002A	BUILDING A - PANEL SCHEDULES
ELECTRICAL	E9001B	BUILDING B - PANEL SCHEDULES
ELECTRICAL	E9002B	BUILDING B - PANEL SCHEDULES
ELECTRICAL	E9001C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9002C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9003C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9101	SITE TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9102	BUILDING A - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9103	BUILDING A - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9104	BUILDING B - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9105	BUILDING B - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9106	BUILDING C - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9107	BUILDING C - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9108	ELECTRICAL POWER DISTRIBUTION TITLE 24 COMPLIANCE FORMS
FOOD SERVICES	FS-100B	BUILDING B - SYMBOLS, NOTES, & INDEX
FOOD SERVICES	FS-101B	BUILDING B - EQUIPMENT FLOOR PLAN
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FOOD SERVICES	FS-201B	BUILDING B - EQUIPMENT SCHEDULE
FOOD SERVICES	FS-301B	BUILDING B - PLUMBING PLAN
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FOOD SERVICES	FS-501B	BUILDING B - REFRIGERATION & CONDUIT PLAN
FOOD SERVICES	FS-502B	BUILDING B - REFRIGERATION DETAILS
FOOD SERVICES	FS-601B	BUILDING B - BUILDING WORKS & EXHAUST PLAN
FOOD SERVICES	FS-602B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-603B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-604B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-605B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-701B	EQUIPMENT
FOOD SERVICES	FS-801B	BUILDING B - CONSTRUCTION DETAILS
FOOD SERVICES	FS-802B	SMACNA DETAILS
FOOD SERVICES	FS-803B	EQUIPMENT SECTIONS

3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings

- A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.
- B. 2003-03-24 Interim Portables, 16 pages.
- C. 2006-12-21 MA Mod Record, 92 pages.
- D. 2009-09 FA Drawings Non-DSA, 10 pages.
- E. Rose ES Drawings\_Health Department II-20190515, 70 pages.
- F. Rose ES Health Department Permit to construct, 6 pages.
- G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports

- A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.
- B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.
- C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.
- D. CTE Rose Elementary School Geotech Report\_r1 2017-11-27, 218 pages.
- E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.
- F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches

- A. SK-1 Daktronics GS6 Elevation, 9 pages.
- B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.
- C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.

- D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.
  - E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.
  - F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.
7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.
8. Logistics Plan & Safety Plan
- A. Rose Ave ES Hardscape Phasing Plan, 1 page.
  - B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.
  - C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.
  - D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.
  - E. Rose Ave ES Safety Plan, 1 page.
  - F. Rose Ave ES Stair Tower Logistics Plan, 1 page.
9. Addenda
- A. Addendum 1A 2021-06-16, 77 pages.
  - B. Addendum 1B 2021-06-16, 75 pages.
  - C. Addendum 1C 2021-06-16, 54 pages.
  - D. Addendum 2 2021-06-24, 93 pages.
  - E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**  
**EXHIBIT B**

See Site Lease Agreement #17-159 previously executed on November 17, 2017

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

## **SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.
- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant



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to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
  
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
  
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
  
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
  
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
  
- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
  
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

## **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

## **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

## **SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

**SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

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Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

### **SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

## **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

**SECTION 11. NOT USED**

**SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign \_\_\_\_\_ as Project Manager/Superintendent for the Project. So long as \_\_\_\_\_ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable



replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

**SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

**SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

**SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

**SECTION 17. USE OF PREMISES**

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Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

### **SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

## **SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

## **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

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be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

### **SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

### **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

### **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC  
10620 Trenea St., Suite 300  
San Diego, CA 92131  
Attn: Dennis Kuykendall

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,  
Garcia Hernandez Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
1901 South Victoria Avenue, Suite 106  
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

#### **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

#### **SECTION 27. HEADINGS**

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

#### **SECTION 28. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

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they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

**SECTION 31. SEVERABILITY**

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

## EXHIBIT B

### Oxnard School District – Rose Avenue Elementary School Reconstruction

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.



## 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

## 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

## #17-158

review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

## #17-158

of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOB) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.


### 7. Schedule for Pre-Construction Services.

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
  
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

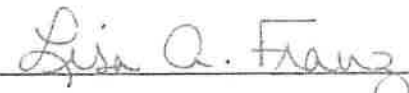
CONTRACTOR

Balfour Beatty Construction, LLC  
10620 Trenea St., Suite 300  
San Diego, CA 92131

By:   
Name/Title: Brian Cahill, President, California Division  
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, CA 93030

By:   
Name/Title: Lisa A. Franz, Director, Purchasing  
Date: 11-7-17

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

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

**Ratification of Allocations of Contract Contingency #13 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave. Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

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The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), (2) Sublease Payments in the amount of \$173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Allowance for Project Contingency is in the amount of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying documents list all the account draws approved to date for the Contractor Contingency.

Fund activity is as follows:

Project (E&O) Contingency Allocation Approval: This contingency fund began with a fund balance of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00). There have been allocations totaling Three Hundred Ninety-Four Thousand One Hundred Thirty-Five Dollars and Sixty-One Cents (\$394,135.61) leaving a fund balance of Five

Hundred Three Thousand Two Hundred Thirty-Nine Dollars and Thirty-Nine Cents (\$503,239.39).

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #13 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

**ADDITIONAL MATERIALS:**

**Attached:** [Project Contingency Allocation #13 \(2 Pages\)](#)

[CDR #83 - CE 186 \(7 Pages\)](#)

[CDR 79 R2 - CE 150 \(12 pages\)](#)

[CDR 81 R1 - CE 119 \(7 Pages\)](#)

[CDR 87 R3 - CE 184 \(8 Pages\)](#)

[CDR 91 - CE 165 \(8 pages\)](#)

[CDR 93 - CE 192 \(9 Pages\)](#)

[CDR 104 R1 - CE 179 \(20 pages\)](#)

[CDR 106 R3 - CE 204 \(18 Pages\)](#)

[CDR 108 - CE 114 \(13 Pages\)](#)

[CDR 145 R1 - CE 271 \(9 Pages\)](#)

[CDR 147 R1 - CE 286 \(4 Pages\)](#)

[CDR 165 - CE 263 \(14 Pages\)](#)

[CDR 169 - CE 327 \(5 Pages\)](#)

[Amendment #001 \(21 Pages\)](#)

[Agreement #17-158, Balfour Beatty Construction LLC \(22 Pages\)](#)



# PROJECT CONTINGENCY (E & O) ALLOCATION APPROVAL

Date: 04/17/2024

Project Contingency (E&O) Approval NO.13

**PROJECT:** Rose Ave. ES K-5 Reconstruction  
O.S.D. BID No. N/A  
O.S.D. Agreement No. 17-158

**OWNER:** Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

**ARCHITECT:** IBI/Arcadis  
537 South Broadway  
Los Angeles CA 90015

**CONTRACTOR:** Balfour Beatty Construction LLC  
13520 Evening Creek Dr. North #270  
San Diego CA 92128

**Architects Proj. No.:** 109990  
**D.S.A. File No.:** 56-22  
**D.S.A. App. No.:** 03-119284

**Attn:** Dennis Kuykendall

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

ORIGINAL CONTRACTOR CONTINGENCY SUM PER GMP.....	\$ 897,375.00
NET CHANGE - ALL PREVIOUS CONTRACTOR (E&O) ALLOCATIONS.....	\$ (306,759.41)
ADJUSTED CONTINGENCY SUM.....	\$ 590,615.59
<b>NET CHANGE – ALLOCATION #13</b> .....	<b>\$ (87,376.20)</b>
Total Allocations to Date: .....	\$ 394,135.61
<b>ADJUSTED CONTINGENCY SUM THROUGH NO #13.....</b>	<b>\$ 503,239.39</b>

Commencement Date: .....November 1, 2021  
Original Completion Date: .....October 5, 2023  
Original Contract Time: .....705 Calendar Days  
Time Extension for all Previous Change Orders: .....**97 Days**  
Time Extension for this Change Order: .....0 Days  
Adjusted Completion Date: .....January 12, 2024

Item	Description	Additional Cost Related to Bid/Buyout	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work Required by IOR or Other Agency not in Plans	Other Item of Cost Agreed to District and Contractor
1.	CDR #83 – Connect Bldg A low roof drain to storm drain		\$4,786.47		
2.	CDR #79 R2 – Install floor drains and downspouts at stair landings		\$10,609.36		
3.	CDR #81 R1 – Relocate fire sprinkler pipe in Media Center to storeroom		\$2,052.98		
4.	CDR #87 R3 – Stucco top of stair guard		\$6,246.06		
5.	CDR #91 – Install expansion flashing at C Bldg north roof separation		\$7,329.40		
6.	CDR #93 – Revise gym rooftop ducting		\$12,573.44		
7.	CDR #104 R1 – Revise serving line air curtain from exterior to interior mount		\$2,382.72		
8.	CDR #106 R3 – Added duct and supply diffusers at Bldg A gravity vents		\$6,560.87		
9.	CDR #108 – Shift canopy columns at MPR to avoid grade beam		\$793.10		
10.	CDR #145 R1 – Install beam detector in MPR in lieu of smoke detectors		\$6,085.00		
11.	CDR #147 R1 – Install anti-vandal trim at Bldg A Doors to allow full opening		\$1,046.70		
12.	CDR #165 – Run wiring inside storefront at serving line doors for fly fans		\$13,971.92		
13.	CDR #169 – Install barrier at west end of Classroom Bldg to prevent roof access		\$12,938.18		
	Totals		\$87,376.20		

Total Contractor E&O Contingency Allocation Approval No. 13 ..... \$ 87,376.20

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**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_



Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 CM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction Contingency Request #: 083  
 200 East Driskill St.  
 Oxnard, CA 93030 Date: 7-7-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event #168 RFI 378 Bldg A - Low Roof Main Drain Clarification</p> <p>Provide labor, equipment and materials to connect the Bldg A low roof main drain to the storm drain line per RFI 378.</p>	<p>\$ 4,786.47</p>
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The cost of this work will be drawn from Contractor Contingency:

The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

CONSTRUCTION MANAGER  
 CFW Group, Inc.

By: Rafael Ramirez

By: [Signature]

By: \_\_\_\_\_

Date: 7/7/23

Date: 07/27/2023

Date: \_\_\_\_\_

OWNER - Oxnard School District

By : \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	7-7-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	168
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**  
 Ref. Cost Event #168/Contingency Draw Request # 83 - RFI 378 Bldg A - Low Roof Main Drain Clarification  
 Provide labor, equipment and materials to connect the Bldg A low roof main drain to the storm drain line per RFI 378.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
\$	-	<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Burns Pacific (Labor)	\$	3,616.40	
Burns Pacific (Materials)	\$	275.94	
Burns Pacific (Equipment)	\$	680.00	
Burns Pacific (O&P @ 15%)	\$	143.39	
Burns Pacific (Bonds @ 1.5%)	\$	70.74	
		<b>Subtotal B: \$</b>	<b>4,786.47</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>4,786.47</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 \_\_\_\_\_  
 Print Name & Title (General Contractor)

Signature

2023-07-07  
 \_\_\_\_\_  
 Date

**TAKEOFF WORKSHEET - INTERNAL USE ONLY**

**BID FOR:** Building A Roof Drain Tie -In to 6" Storm Drain  
**LOCATION:** Rose Ave. Elementary School

**BID NO:** 5768  
**COR NO:** 17  
**PO or RFI NO:**  
**JOB NO:** 21-17  
**PREVAILING WAGE:**  
**BID DATE:** 07/05/23

**CONTACT:** Balfour Beatty Construction Inc.  
 13520 Evening Creek Drive Suite 270  
 San Diego, CA. 92128

**SCOPE OF WORK:** Run 6" storm Drain pipe 50 feet from catch basin to roof drain on the west side of Building A per Balfour Beatty RFI 378.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
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**WORK ITEMS:**

- 1 Excavation
- 2 Bore hole in catch basin
- 3 install pipe and bedding sand
- 4 Backfill
- 5 Compact
- 6
- 7
- 8
- 9
- 10

**ESTIMATED LABOR & EQUIPMENT COST:**

1	FOREMAN	8	HRS	\$129.44	\$1,035.52
2	OPERATOR	8	HRS	\$126.55	\$1,012.40
3	2 LABORERS	16	HRS	\$98.03	\$1,568.48
4	TEAMSTER		HRS	\$99.72	\$0.00
				<b>LABOR TOTAL</b>	<b>\$3,616.40</b>

1	MOBILIZATION			\$200.00	\$0.00
2	CAT 305 MINI EXCAVATOR			\$80.00	\$0.00
3	CAT 420 BACKHOE	8	HRS	\$60.00	\$480.00
4	CAT 289D LOADER			\$80.00	\$0.00
5	WATER TRUCK			\$40.00	\$0.00
6	CREW TRUCK W/TOOLS			\$40.00	\$0.00
7	FLATBED DUMP TRUCK			\$40.00	\$0.00
8	FOREMAN TRUCK			\$25.00	\$0.00
9	T-29 3-AXLE DUMP TRUCK			\$50.00	\$0.00
10	T-31 4-AXLE DUMP TRUCK			\$60.00	\$0.00
11	WACKER COMPACTOR	1	DAY	\$200.00	\$200.00
12	AIR COMPRESSOR			\$50.00	\$0.00
13	(6) TRENCH PLATES			\$30.00	\$0.00
				<b>EQUIPMENT TOTAL</b>	<b>\$680.00</b>

**ESTIMATED MATERIAL COST**

1	50 Feet of 6" HDPE Storm Drain Pipe	50	LF	\$170.00	\$170.00
2	90 Degree Elbow	1	EA	\$28.00	\$28.00
3	6" x 6" Wye	1	EA	\$34.00	\$34.00
4	Sand	1	TON	\$20.00	\$20.00
5					\$0.00
				<b>MATERIAL</b>	<b>\$252.00</b>
				<b>TAX 9.50%</b>	<b>\$23.94</b>
				<b>MATERIAL &amp; TAX TOTAL</b>	<b>\$27,124.3</b>

	DIRECT COSTS SUBTOTAL	\$4,572.34
EQUIP & MATERIAL MARKUP	15%	\$143.39
	<b>DIRECT COSTS TOTAL</b>	<b>\$4,715.73</b>
BOND FEE	1.50%	\$70.74
	<b>GRAND TOTAL</b>	<b>\$4,786.47</b>

**GENERAL EXCLUSIONS, QUALIFICATIONS & REMARKS:**

1. ALL SPOILS GENERATED FROM EXCAVATION WILL BE LEVELED IN PLACE ONSITE WITH NO HAUL OFF.
2. BID IS BASED UPON UNSIGNED, PRELIMINARY PLANS.
3. BID WORKING NORMAL WORK HOURS 7AM TO 4PM
4. BID EXCLUDES PERMITS, FEES, ENGINEERING, SOIL TESTING AND BONDS.
5. BOND RATE 1.5% (IF APPLICABLE).
6. PRICE VALID FOR 30 DAYS.

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg A - Low Roof Main Drain Clarification

<b>TO:</b>	Ruben Ruiz ( <b>IBI Group</b> ) Linda Iversen ( <b>IBI Group</b> )	<b>FROM:</b>	Ivan Hurtado Vazquez ( <b>Balfour Beatty</b> ) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	06/06/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING A	<b>DUE DATE:</b>	06/13/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	Yes (Unknown)
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	33 41 00 - Site Storm Drainage
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

### Question from Ivan Hurtado Vazquez (Balfour Beatty) at 11:31 AM on 06/06/2023

Bldg A low roof main drain is not depicted in a civil drawing. Please advise how to proceed with Bldg A low roof main drain.

**Attachments:**

[RFI 378 - Bldg A Low roof main drain .pdf](#)

Awaiting an Official Response

**All Replies:**

We take no exception in connecting the BLDG A low roof main drain to the storm drain line to south as clouded in the attached markup.

BY: CT 06/16/23

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BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_





**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 079 R2  
 Date: 2-28-2024

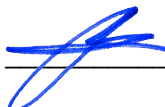
TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #150 - ASI 23 Stair Landing Drains  Provide labor, equipment and materials to install floor drains and downspouts at the stair landings per ASI 23.	\$ 10,609.36
---	--------------

- The cost of this work will be drawn from Contractor Contingency:  
 The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>          <i>Rafael Flamills</i>          </u>	By: <u>                    </u>	By: _____
Date: <u>          2/28/24          </u>	Date: <u>          03/15/2024          </u>	Date: _____

OWNER - Oxnard School District                      By: \_\_\_\_\_                      Date: \_\_\_\_\_



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-28-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	150
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Rick Ostrander - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #150/Contingency Draw Request # 79 R2 - ASI 23 Stair Landing Drains  
 Provide labor, equipment and materials to install floor drains and downspouts at the stair landings per ASI 23.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Best Contracting	\$	8,178.12	
Boneso Brothers	\$	2,431.24	
		<b>Subtotal B: \$</b>	<b>10,609.36</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>	\$	-	
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>10,609.36</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 \_\_\_\_\_  
 Print Name & Title (General Contractor)

*Rafael Alamillo*  
 \_\_\_\_\_  
 Signature 2024-02-28  
 Date

# Change Order Request



C.O.R. # 21148-0006

G.C. # CE 150

Date: 5/23/2023

Project Name: 21148 / ROSE AVE ES BP#10

Project #: 21148

To: Balfour Beatty Construction

Attn:

10620 Treena Street  
Suite 300  
San Diego, CA 92131

From: Best Contracting Services, Inc.

Dareen Khalil  
19027 S. Hamilton Ave.  
Gardena, CA 90248-4408

Phone: (858) 635-7400 Fax: (858) 635-7401

Phone: (310) 328-6969 Fax: (310) 380-6066

We hereby propose to make the following changes:

Best to provide (2) downspouts at two locations C-North & C-south Stair per ASI 023.

**Change Order Price**

**\$8,178.12**

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Dareen Khalil

5/23/2023

Author

Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

# Change Order Request



C.O.R. # 21148-0006

G.C. # CE 150

Date: 5/23/2023

Project Name: 21148 / ROSE AVE ES BP#10

Project #: 21148

## Labor

Labor Type	Man Hrs	\$/Hr	Burden	Fringe	TotalTax	Total Labor
Sheet Metal Foreman	8.00	\$114.35	\$0.00	\$0.00	\$0.00	\$914.80
Sheet Metal Journeyman	24.00	\$103.40	\$0.00	\$0.00	\$0.00	\$2,481.60
Sheet Metal Journeyman- Shop	16.00	\$103.40	\$0.00	\$0.00	\$0.00	\$1,654.40
Sub Total					<b>\$0.00</b>	<b>\$5,050.80</b>
Grand Total					<b>\$0.00</b>	<b>\$5,050.80</b>

## Materials

Materials	Quantity	Cost	TotalTax	Total Materials
Downspouts / ea	2.00	\$514.95	\$105.56	\$1,135.46
Misc. and Fasteners	1.00	\$325.00	\$33.31	\$358.31
Brackets / ea	14.00	\$28.95	\$41.54	\$446.84
Sub Total			<b>\$180.41</b>	<b>\$1,940.61</b>
Grand Total			<b>\$180.41</b>	<b>\$1,940.61</b>

## Equipment

Equipment	Quantity	Cost	TotalTax	Total Equipment
<del>Truck</del>	<del>1.00</del>	<del>\$120.00</del>	<del>\$0.00</del>	<del>\$120.00</del>
Sub Total			<b>0.00</b>	<b>\$120.00</b>
Grand Total			<b>0.00</b>	<b>\$120.00</b>

**Total** \$7,111.41  
**Overhead** \$711.14  
**Profit** \$355.57  
**Total** \$8,178.12

Remove Truck Charge, per previous correspondence.

This is the cost for delivery of the downspouts



Boneso Brothers Construction  
 2758 concrete ct  
 paso robles, California 93446  
 Phone: +18052274450

**Project:** 328 - Rose Ave Elementary School  
 220 S. Driskill St  
 Oxnard, California 93030

**Prime Contract Change Order #CO-012: CE #12 - Stair Landing Drains**

<b>TO:</b>	<b>Balfour Beatty</b> 300 E. Esplanade Drive, #1200 Oxnard, California 93036	<b>FROM:</b>	<b>Boneso Brothers Construction</b> 2758 concrete ct paso robles, California 93446
<b>DATE CREATED:</b>	5/26/2023	<b>CREATED BY:</b>	Jake Rodrigues ( <b>Boneso Brothers Construction</b> )
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION:</b>	
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>		<b>CHANGE REASON:</b>	Allowance
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	
<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>		<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>	
<b>FIELD CHANGE:</b>	No	<b>CONTRACT FOR:</b>	1:Rose Ave. Elem School Reconstruction
		<b>TOTAL AMOUNT:</b>	\$2,431.24

**DESCRIPTION:**  
 CE #12 - Stair Landing Drains

**ATTACHMENTS:**  
[Smith 2005.png](#), [Rose Stair Drains.pdf](#)

**CHANGE ORDER LINE ITEMS:**

#	Budget Code	Description	Amount
1	CO.COS-CO014.M Phase CO Change Orders.Change Order 14.Materials	Materials - 2 smith drains 2005 - 2"	\$1,656.00
2	CO.COS-CO014.L Phase CO Change Orders.Change Order 14.Labor	Journeyman wage - 4 hours	\$379.16
<b>Subtotal:</b>			<b>\$2,035.16</b>
Sales Tax (9.25% Applies to Materials.):			\$153.18
Overhead Markup (10.00% Applies to Labor Burden, Rented Equipment, Small Tools, Detailing, Labor, Owned Equipment, Materials, Commitment, Owner Cost, Profession):			\$218.83
Subcontractor Markup (5.00% Applies to Subcontractors.):			\$0.00
Bond Markup (1.00% Applies to all line item types.):			\$24.07
<b>Grand Total:</b>			<b>\$2,431.24</b>

**Boneso Brothers Construction Inc**

**Recap with Total Cost**

**Project Name: HP-1253 Rose Ave School**

**Bid ID: HP-1253**

**Report Time: 5/25/2023 11:37 AM**

**Profile Name: Standard**

**Scoped By: Base Bid; Line: ASI 023 Stair Landing Drains;**

AutoBid Version: 2021 v1

# Boneso Brothers Construction Inc

## Recap with Total Cost

There were 12 calculation messages.

Project Name: HP-1253 Rose Ave School

Page 1 of 1

Bid ID: HP-1253

Report Time: 5/25/23 11:37 AM

Data Calculated: 5/25/2023 11:37:24 AM

Base Bid; Line: ASI 023 Stair Landing Drains;

### Item

Item -

**Material Multiplier:**

**Item Net - 1.00**

<u>Item</u>	<u>Size</u>	<u>Quantity</u>	<u>Price</u>	<u>Mat. Cost</u>	<u>Unit Lab Hr</u>	<u>Total Hrs</u>	<u>Labor Cost</u>	<u>Total Cost</u>
2" Smith 2005		2	828.00	1,656.00	2.00	4	0	1,656
<b>Item - Totals:</b>		<u>2</u>		<u>1,656</u>		<u>4</u>	<u>0</u>	<u>1,656</u>
<b>Totals:</b>		<u>2</u>		<u>1,656</u>		<u>4</u>	<u>0</u>	<u>1,656</u>

<u>Material Cost</u>	<u>Total Hrs</u>	<u>Labor Cost</u>	<u>Total Cost</u>
----------------------	------------------	-------------------	-------------------

<b>Grand Totals</b>	<b>\$1,656</b>	<b>4</b>	<b>\$0</b>	<b>\$1,656</b>
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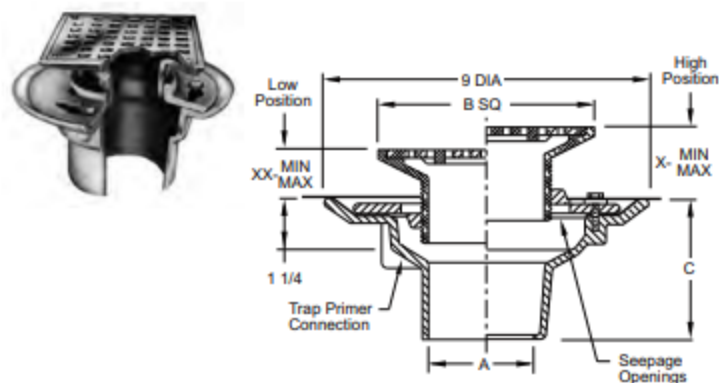
\* Items flagged with an asterisk may have their price and labor overwritten in Excel's Rapid Reports

Provide actual invoice for drains

See next page

**FIG. 2005 (-B) FLOOR DRAIN WITH ADJ. SQUARE STRAINER**  
**FIG. 2010 (-B) FLOOR DRAIN WITH ADJ. SQUARE STRAINER**

**FUNCTION:** General service floor drain for use in showers, toilets, kitchens and other finished areas where foot traffic is expected.  
**Load Rating:** Light Duty having a Safe Live (Static) Load less than 2,000 lbs. (900 kg) per ASME A112.6.3 Floor Drain Standard. For the specific Safe Live Load rating of any grate, contact the Smith representative or factory direct.



**OUTLET VARIATIONS** (Specify type of outlet and pipe size in inches.)

Outlet Type	Outlet Designation Outlet Type/Pipe Size	"C" Body HT. DIM.	ADD
Inside Caulk (2010)	C02, C03, C04	4"	N/C
Speedi-Set SW (2005)	L02, L03, L04	4"	N/C
Speedi-Set XH (2005)	LXH02, LXH03, LXH04	4"	N/C
Threaded (2010)	T02, T03, T04	3"	99.00
No-Hub (2005)	Y02, Y03, Y04	4"	N/C

**OPTIONS:**

Options	ADD
-ARI Acid Resistant Inside or Outside	215.00
-ARIO Acid Resistant Inside & Outside	215.00
-B Sediment Bucket	139.00
-BB Bronze Body, 02-04'	1,549.00
05-06"	4,762.00
-BFV Ball Float Backwater Valve	485.00
-DID Drain Installation Device	See Fig. 2038
-G Galvanized Body	251.00
-H Hinged Grate	356.00
-HP Heel Proof Grate	N/C
-P Trap Primer Conn	N/C
-U Vandal Proof Screws	70.00
-V Flapper Backwater Valve	485.00

A OUTLET SIZE	B TOP SIZE	·X MIN MAX	·XX MIN MAX	PB TOP	†NB TOP	CP TOP	APPROX. WEIGHT LBS.
02, 03, 04'	05 x 05"	1 1/4 2 1/4	3/4 1 5/8	758.00	828.00	883.00	12
02, 03, 04'	06 x 06"	1 1/4 2 1/4	3/4 1 5/8	877.00	921.00	993.00	13
02, 03, 04'	07 x 07"	1 1/4 2 1/4	7/8 1 7/8	1,034.00	1,106.00	1,194.00	14
02, 03, 04'	08 x 08"	1 1/2 2 1/2	1 1 7/8	1,208.00	1,338.00	1,437.00	15
02, 03, 04'	09 x 09"	1 1/2 2 3/8	1 1 7/8	1,547.00	1,693.00	1,834.00	18
02, 03, 04'	10 x 10"	1 1/2 2 3/8	1 1 7/8	1,985.00	2,128.00	2,320.00	21

**REGULARLY FURNISHED:** Duct Cast Iron Body with Flashing Collar and Adjustable Square Strainer Head.

\*Collar is reversible to obtain extreme high and low strainer positions.  
When ordering, specify drain body and strainer type, size and finish. Ex. 2005Y04 w/A05NB.

†REGULARLY FURNISHED



**IBI GROUP**  
 537 South Broadway., Suite 500  
 Los Angeles, CA 90013

[www.IBGroup.com](http://www.IBGroup.com)

## ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

<b>PROJECT:</b>	Rose Avenue K-5 School	<b>ASI NO.:</b>	<b>023</b>
<b>OWNER:</b>	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	<b>DATE:</b>	05/09/2023
<b>Construction Management</b>	Caldwell Flores Winters, Inc. 815 Colorado Blvd. Suite 201 Los Angeles, CA 90042	<b>ARCHITECT:</b>	IBI Group 537 South Broadway, Suite 500 Los Angeles, CA 90013
<b>CONTRACTOR:</b>	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CCA 93036	<b>PROJECT NO.:</b>	109990
		<b>DSA FILE NO.:</b>	56-22
		<b>APPLICATION NO.:</b>	03-119284

The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

**Description:**

Refer to Building C – Second Floor Plan:

1. **Adjust** topping slab slopes, per attached **ASI023-A1**
2. **Provide** floor drain and downspouts per **ASI023-A2 and ASI023-A3**

**Attachments: ASI023-A1, A2 and A3**

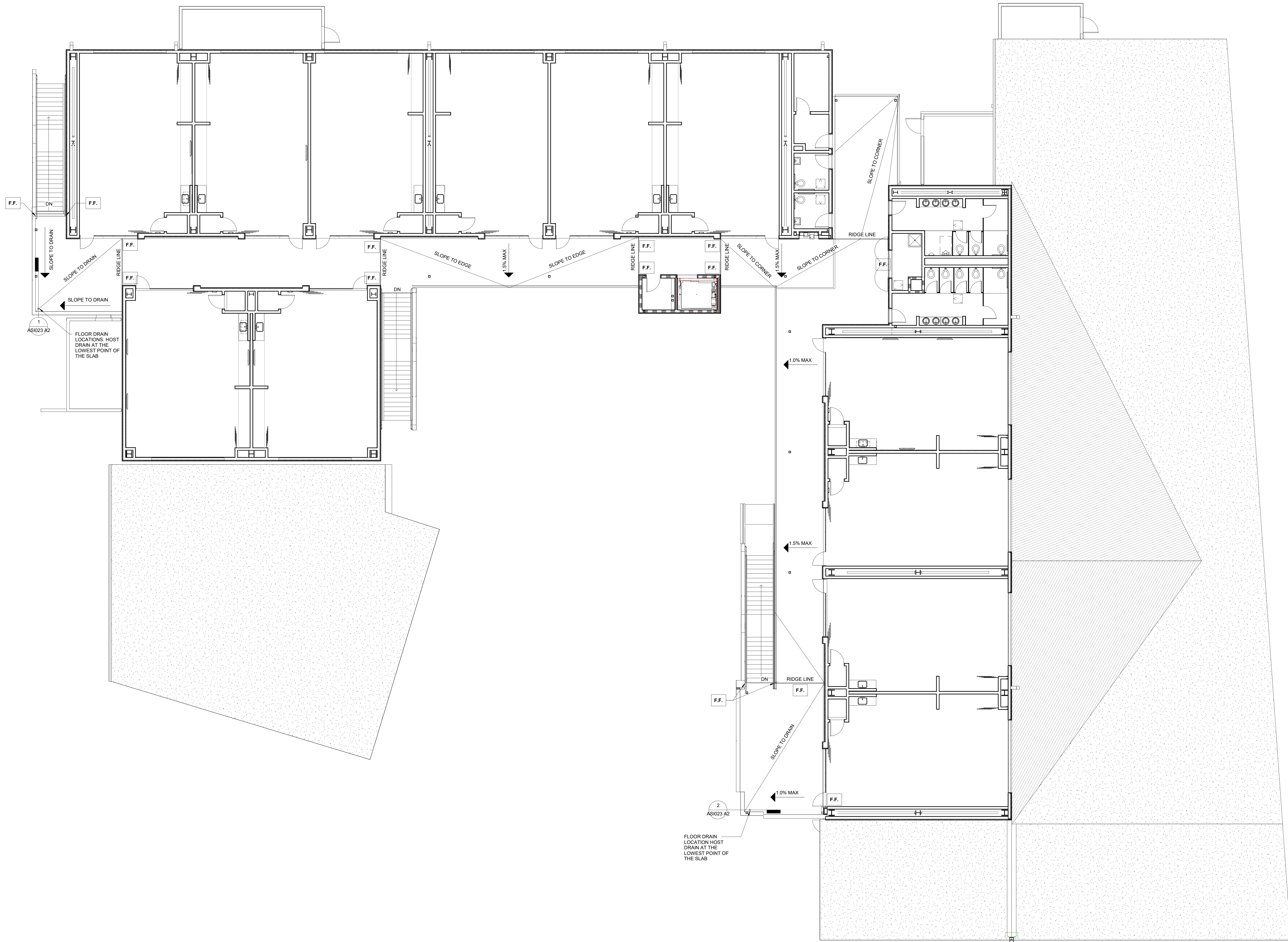
ISSUED:  
 IBI GROUP, A CALIFORNIA PARTNERSHIP

ACCEPTED:

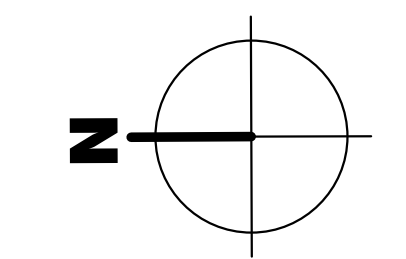
By:   Ruben R                     Date:   05/09/2023          

By: \_\_\_\_\_ Date: \_\_\_\_\_






1 SECOND FLOOR PLAN  
1/8" = 1'-0"



DSA STAMP

DSA # 03-119284

CLIENT  
**OXNARD SCHOOL DISTRICT**



220 S. Driskill St, Oxnard, CA 93030

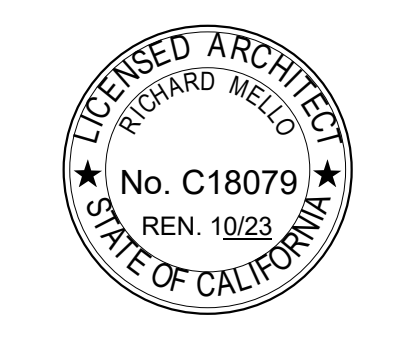
**COPYRIGHT**  
This drawing has been prepared solely for the intended use. No reproduction or distribution for any purpose other than authorized by IBI Group is permitted. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job, and IBI Group shall be relieved of any liability from the drawings and conditions shown on the drawings. Shop drawings shall be submitted to the Group for general conformance before proceeding with fabrication.

**IBI Group - A California Partnership**  
is a member of the IBI Group of companies.

ISSUES		
No.	DESCRIPTION	DATE

CONSULTANTS

SEAL



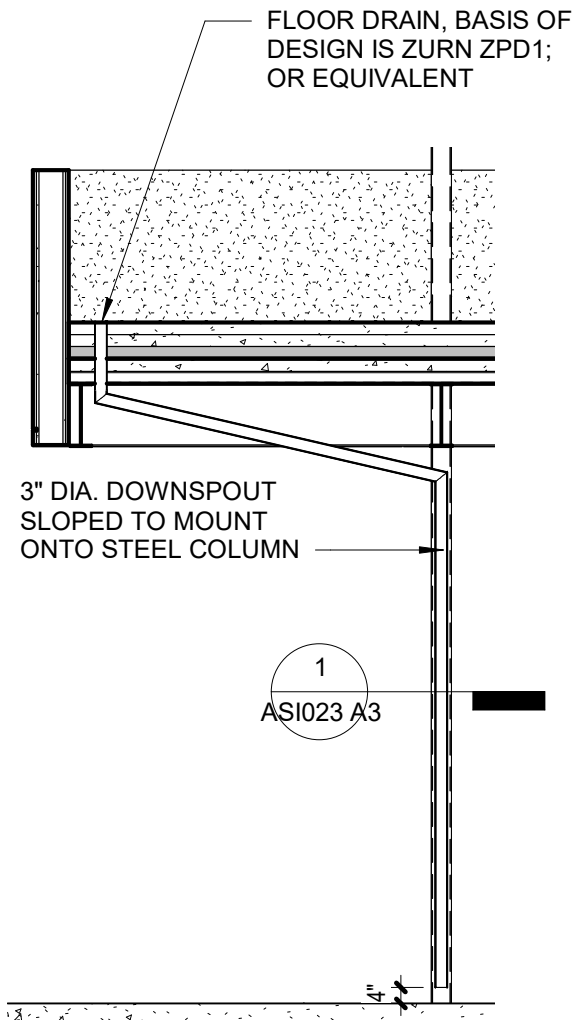
PRIME CONSULTANT  
**IBI GROUP**  
537 South Broadway, Suite 500  
Los Angeles, CA 90013, USA  
tel 213 769 0011 fax 213 769 0016  
ibigroup.com

PROJECT  
**ROSE AVENUE K-5 SCHOOL**  
220 S. DRISKILL ST.  
OXNARD, CA 93030

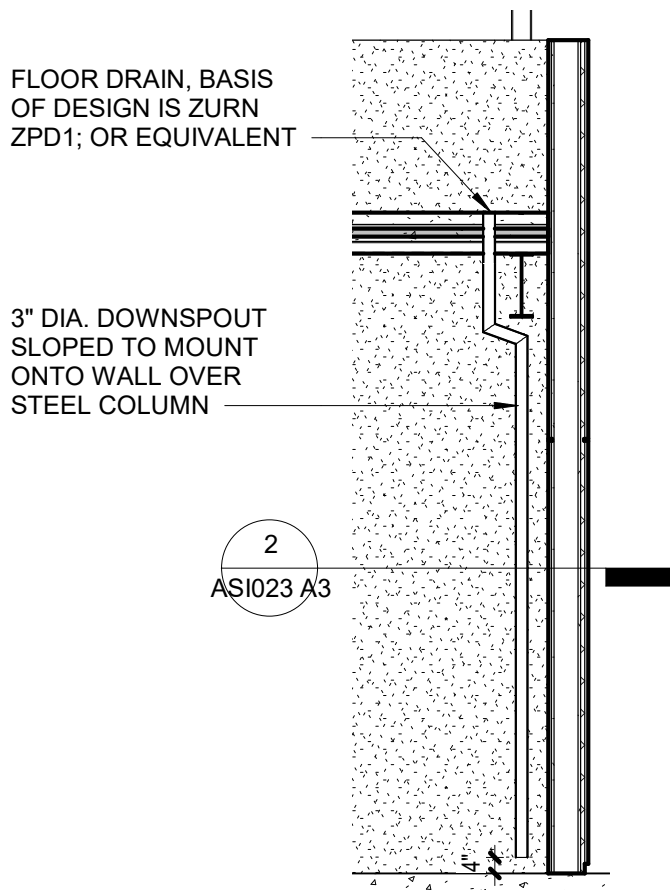
PROJECT NO: 109990	CHECKED BY: Checker
DRAWN BY: HM	APPROVED BY: Approver
PROJECT MGR: rRr	APPROVED BY: Approver

SHEET TITLE  
**OVERALL FLOOR PLAN - TOPPING SLAB**


SHEET NUMBER <b>ASI023 - A1</b>	ISSUE
------------------------------------	-------

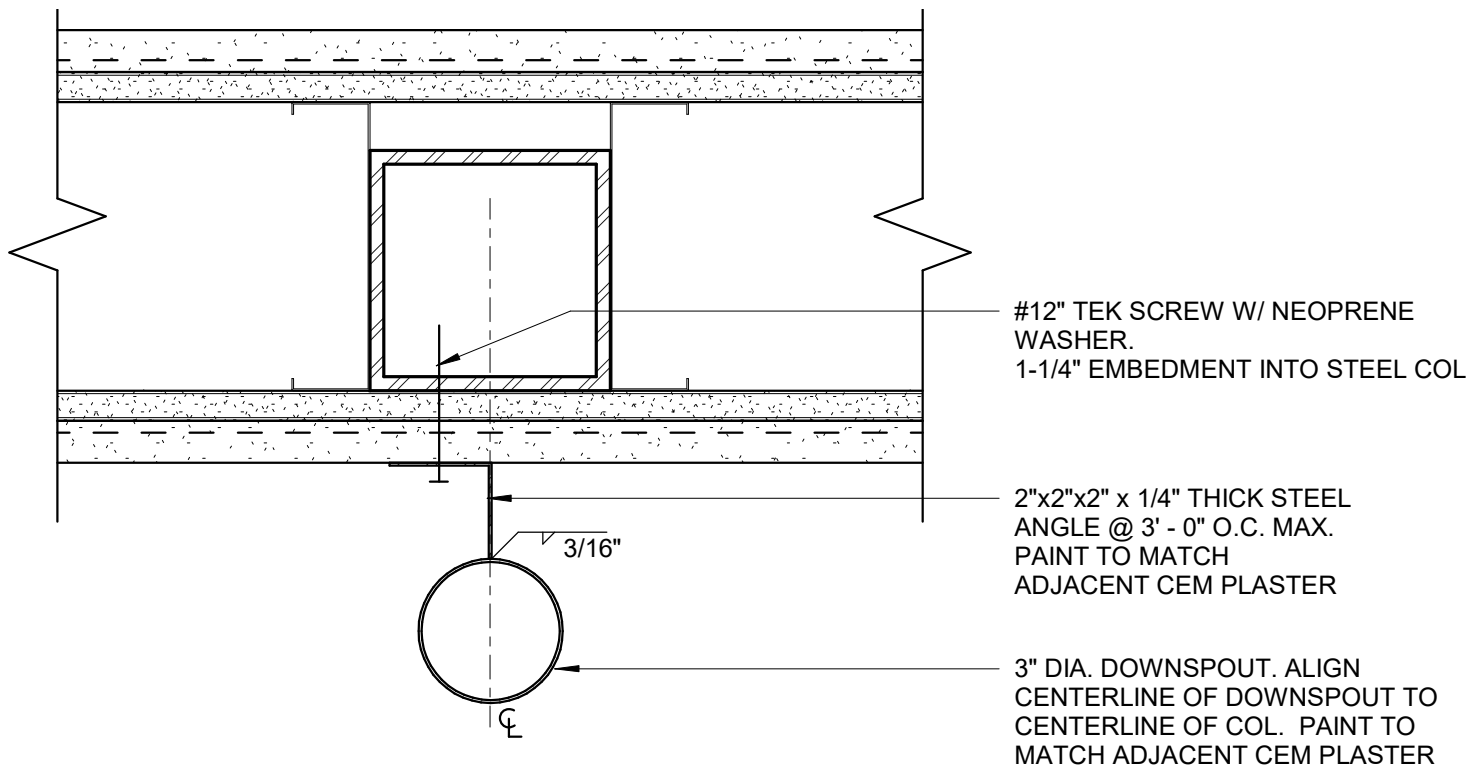


① DOWNSPOUT AT SOUTH STAIR  
1/4" = 1'-0"

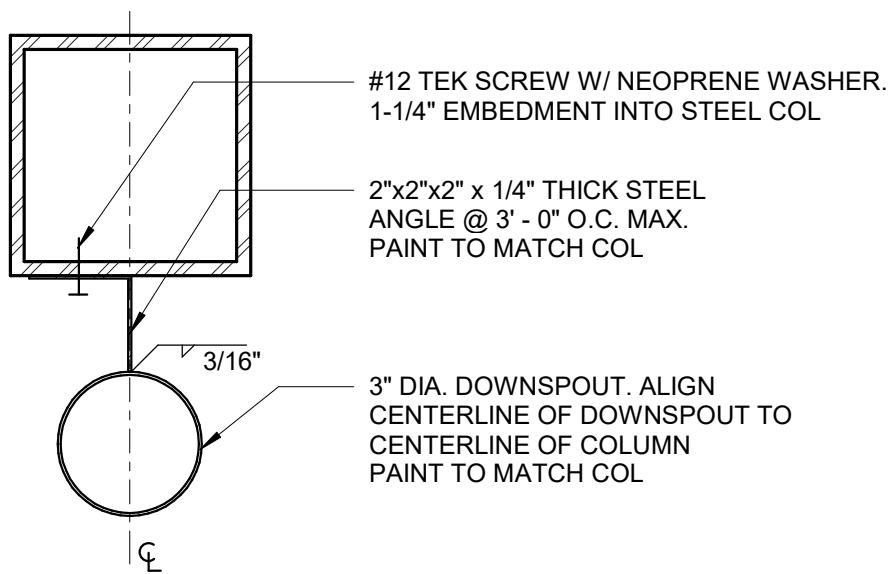


② DOWNSPOUT AT NORTH STAIR  
1/4" = 1'-0"


  Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016	<b>SECTION - DOWNSPOUTS</b>			
	<b>ROSE AVENUE K-5 SCHOOL</b>			DATE 05/09/23
	<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>ASI023 A2</b>
	PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO. --	
	DSA APP. NO. 03-119284			



② DOWNSPOUT AT WALL  
3" = 1'-0"



① DOWNSPOUT AT COLUMN  
3" = 1'-0"

  Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016	<b>DETAILS - DOWNSPOUT</b>			
	<b>ROSE AVENUE K-5 SCHOOL</b>			DATE 05/09/23
	<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>ASI023 A3</b>
	PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO. --	
	DSA APP. NO. 03-119284			



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	10-3-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	119
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #119/Contingency Draw Request # 81 R1 - RFI 311 Bldg C Media Center - Fire Sprinkler Main Pipe Drop

Provide labor, equipment and materials to relocate the fire sprinkler pipe drop in the Media Center to the adjacent Storage Room (above ceiling space) per RFI 311.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
RCM Fire (Labor)	\$	1,849.68	
RCM Fire (Material)	\$	16.66	
RCM Fire (O&P @ 10%)	\$	186.64	
		<b>Subtotal B: \$</b>	<b>2,052.98</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1%</b>			
	\$	-	
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>2,052.98</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 \_\_\_\_\_  
 Print Name & Title (General Contractor)



2023-10-03  
 \_\_\_\_\_  
 Signature Date



350 Enterprise Place Tracy, CA 95304  
 Phone: 209.833.8228 Fax: 209.833.8221

## Change Order Request

**SC21-512 — Rose Ave. Elementary School**

**COR Subject: Relocate 3" pipe in Media Center**

**To** Alex Gonzalez  
 Balfour Beatty  
 1501 Quail Street  
 #130  
 Newport Beach, CA 92660  
 949-502-4000

**COR Number: SC21-512-13**  
**COR Revision Number: 0**  
 COR Date: 5/5/2023  
 Work Type: Field Work Order /  
 T&M  
 GC COR / RFI No: #287  
 Days Valid: 5

**Return To** Joe Hernandez  
 RCM Fire Protection, Inc.  
 350 Enterprise Place  
 Tracy, CA 95304  
 2098338228  
 jhernandez@rcmfire.com

### Details

Description	Cost / Rate	Qty / Hrs	Workers	Ext
483 Foreman	\$149.35	6.00 <i>Hrs</i>	1.00	\$896.10
483 Journeyman	\$138.31	6.00 <i>Hrs</i>	1.00	\$829.86
X - Design	\$123.72	1.00 <i>Hrs</i>	1.00	\$123.72
5201 - 200 - C3-0300 3 GROOVED COUPLING - EACH	\$16.66	1.00 <i>EACH</i>	-	\$16.66

### Breakout

Labor : \$1,849.68  
 Gross Margin Percent @ 10%: \$184.97  
 Material : \$16.66  
 Gross Margin Percent @ 10%: \$1.67  
**Total: \$2,052.98**

## Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

---

**ARCHITECT**

**CONTRACTOR**

**OWNER**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
BY

\_\_\_\_\_  
BY

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
5/5/2023

\_\_\_\_\_  
DATE





Balfour Beatty Construction, LLC  
13520 Evening Creek Drive North, Suite 270  
San Diego, California 92128  
Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
220 South Driskill Street  
Oxnard, California 93030

## Bldg C Media Center - Fire Sprinkler Main Pipe Drop

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	03/21/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C>FLOOR 1>1-301 MEDIA CENTER	<b>DUE DATE:</b>	03/28/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	21 20 00 - Fire Suppression Systems
<b>DRAWING NUMBER:</b>	FP2311C	<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

### Question from Filbert Carbajal (Balfour Beatty) at 04:56 PM on 03/20/2023

Per FP2311C, The fire sprinkler pipe drop in the Media Center was installed on the Media Center side. Please confirm if fire sprinkler pipe drop is to be relocated.

Awaiting an Official Response

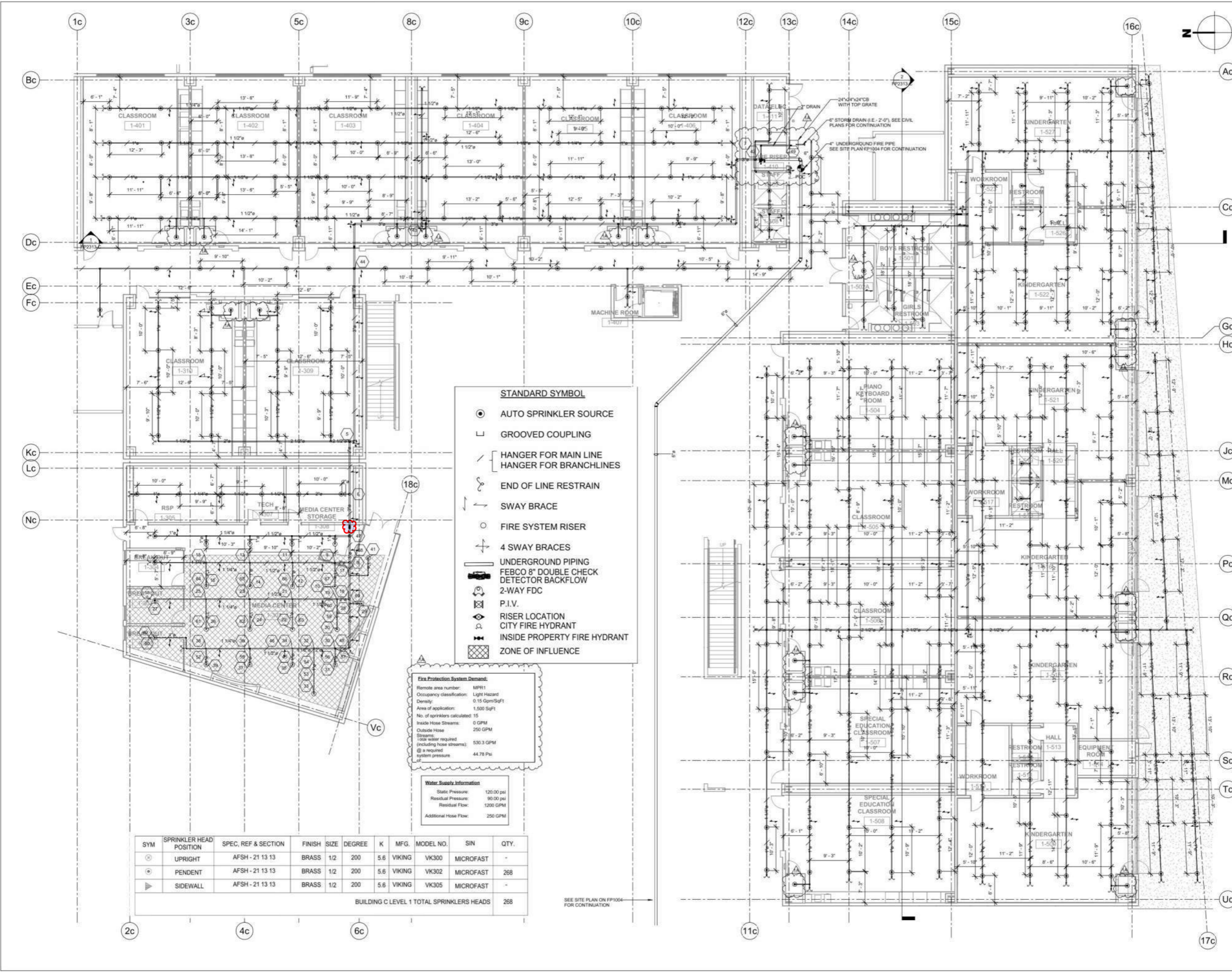
### All Replies:

Per CFW request, please relocate the fire sprinkler pipe drop in the Media Center to the adjacent Storage Room (Above ceiling space)

Ruben R.  
Arcadis-IBI  
04/17/2023

*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_



- STANDARD SYMBOL**
- AUTO SPRINKLER SOURCE
  - ┌ GROOVED COUPLING
  - └ HANGER FOR MAIN LINE  
└ HANGER FOR BRANCHLINES
  - ┘ END OF LINE RESTRAIN
  - ↗ SWAY BRACE
  - FIRE SYSTEM RISER
  - └ 4 SWAY BRACES
  - ▬ UNDERGROUND PIPING
  - ▬ FBCO 8" DOUBLE CHECK DETECTOR BACKFLOW
  - ▬ 2-WAY FDC
  - ⊗ P.I.V.
  - ⊕ RISER LOCATION
  - ⊕ CITY FIRE HYDRANT
  - ⊕ INSIDE PROPERTY FIRE HYDRANT
  - ▨ ZONE OF INFLUENCE

**Fire Protection System Demand:**  
 Remote area number: MPRI1  
 Occupancy classification: Light Hazard  
 Density: 0.15 Gpm/SqFt  
 Area of application: 1,500 SqFt  
 No. of sprinklers calculated: 15  
 Inside Hose Streams: 0 GPM  
 Outside Hose Streams: 250 GPM  
 Streams (including hose streams): 530.3 GPM  
 @ a required system pressure: 44.78 Psi

**Water Supply Information**  
 Static Pressure: 120.00 psi  
 Residual Pressure: 90.00 psi  
 Residual Flow: 1200 GPM  
 Additional Hose Flow: 250 GPM

SYM	SPRINKLER HEAD POSITION	SPEC, REF & SECTION	FINISH	SIZE	DEGREE	K	MFG.	MODEL NO.	SIN	QTY.
●	UPRIGHT	AFSH - 21 13 13	BRASS	1/2	200	5.6	VIKING	VK300	MICROFAST	-
○	PENDENT	AFSH - 21 13 13	BRASS	1/2	200	5.6	VIKING	VK302	MICROFAST	268
▽	SIDEWALL	AFSH - 21 13 13	BRASS	1/2	200	5.6	VIKING	VK305	MICROFAST	-
<b>BUILDING C LEVEL 1 TOTAL SPRINKLERS HEADS</b>										<b>268</b>

SEE SITE PLAN ON FP1004 FOR CONTINUATION



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-20-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	184
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #184 / CDR 087 R3 - RFI 388 Stair Guard Rail Finishes

Provide labor, equipment and materials to install stucco on top of the stair guard rail pitched to the inside per RFI 388-A1.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A:</b>	\$ -
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Prmeier Drywall	\$	9,553.74	
Best Contracting Services	\$	(3,307.68)	
		<b>Subtotal B:</b>	\$ 6,246.06
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C:</b>	\$ -
<b>D. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	\$ -
<b>E. Bond at 1%</b>	\$	-	0%
		<b>Subtotal E:</b>	\$ -
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>6,246.06</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 \_\_\_\_\_  
 Print Name & Title (General Contractor)



\_\_\_\_\_  
 Signature

2024-02-20  
 \_\_\_\_\_  
 Date

# Change Order Request



C.O.R. # 21148-0007

G.C. # CE 184

Date: 8/1/2023

Project Name: 21148 / ROSE AVE ES BP#10

Project #: 21148

To: Balfour Beatty Construction

Attn:

10620 Treena Street  
Suite 300  
San Diego, CA 92131

Phone: (858) 635-7400 Fax: (858) 635-7401

From: Best Contracting Services, Inc.

Dareen Khalil  
19027 S. Hamilton Ave.  
Gardena, CA 90248-4408

Phone: (310) 328-6969 Fax: (310) 380-6066

We hereby propose to make the following changes:

Per CDR 87 - CE 184 - RFI 388 Stair Guard Rail Finishes\_Rsp, Best to provide a credit for the parapet cap for the North, South and Media Stairs

Change Order Price

(\$3,307.68)

See remarks, next page.

Please see attached my markups in green, next page.

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Dareen Khalil

8/1/2023

Author

Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

# Change Order Request



C.O.R. # 21148-0007

G.C. # CE 184

Date: 8/1/2023

Project Name: 21148 / ROSE AVE ES BP#10

Project #: 21148

## Labor

Labor Type	Man Hrs	\$/Hr	Burden	Fringe	TotalTax	Total Labor
Sheet Metal Journeyman	-24.00	\$103.40	\$0.00	\$0.00	\$0.00	(\$2,481.6)
Sub Total					<b>\$0.00</b>	(\$2,481.6)
Grand Total					<b>\$0.00</b>	(\$2,481.6)

## Materials

Materials	Quantity	Cost	TotalTax	Total Materials
Prefinished sheet metal flashing / sht	-3.00	\$119.33	(\$36.69)	(\$394.68)
Sub Total			<b>-\$36.69</b>	(\$394.68)
Grand Total			<b>-\$36.69</b>	(\$394.68)
<b>Total</b>				<b>(\$2,876.28)</b>
<b>Overhead</b>				<b>(\$287.6)</b>
<b>Profit</b>				<b>(\$143.8)</b>
<b>Total</b>				<b>(\$3,307.68)</b>

Credit seems low for galvanized parapet cap along the staircase.  
 The average linear length for the parapet cap just along the stairs is about 35 LF each.  
 Your saying that the cost per LF of a Galvanized Cap is about \$3.40! (\$119/35LF)  
 Revise cost to reflect a reasonable amount for galvanized steel cap.

**Bill :** Best Contracting Services, Inc.  
 19027 S Hamilton Avenue  
 Gardena, CA 90248 US

**Ship To:** WILL CALL

Attn: FERNANDO

Purchaser: Kyler Taba

Via:

Item	Material	Description	UM	Units	Unit Cost	Total
1		40 FLAT SHEETS 24GA. 48"X120" MEDIUM BRONZE	SF	1,600.000	2.03000E	3,248.00
2		FREIGHT	EA	1,721.000	0.14000E	240.94
3		PALLET CHARGES	EA	1.000	80.00000E	80.00
<b>Subtotal</b>						3,568.94
Tax: 0775						257.92
<b>Total</b>						<b>3,826.86</b>

here is one of the PO we placed for the prefinished 24 Gal sheet, we ordered a unit of 40 sheets priced at \$81 each. Each sheet measures 4x10 feet, so theoretically, we would require only 3 sheets to cover the parapet cap.

However, it appears that the credit provided (\$119) exceeds the market price (\$81). This discrepancy warrants clarification.



Division of Pre Con Industries, Inc  
PO Box 5728

Toll Free: 1800.928.6650  
Direct: 805.928.3397  
Fax: 805.928.0977

License #809679

# Change in Plans and Specifications

To: Rafael Alamillo

Company: Balfour Beatty Fax:

From: Usvaldo Cardenas Date: 6/29/2023

Project: Rose Avenue K-5 School Page: 2

CE#43 Description Of Work: This is Tarlton Request for Change Order added work installing Corneraid, Bituthene they were directed to proceed per RFI #388. -

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

Description Of Work: This is Tarlton Request for Change Order added work installing Corneraid, Bituthene they were directed to proceed per RFI #388.

Labor:	\$	8,307.60
Materials & Equip:	\$	-
Overhead/Profit 15%:	\$	1,246.14

Total Amount: \$ 9,553.74

**\*Please sign and fax back to continue with material order\***  
For which an add of \$ 9,553.74 is made to contract price and an additional (2) work day(s) is added to scope.

CHANGE AUTHORIZED BY:  
Signed \_\_\_\_\_

Dated \_\_\_\_\_

**CONFIDENTIAL**





# REQUEST FOR CHANGE ORDER



Ref.# CO-04375  
 GC #  
 Date Jun 14, 2023  
 Job # 14-01247

**To: PREMIER DRYWALL**  
 P.O. BOX 5728  
 725 E.OAK STREET, 93454  
 SANTA MARIA, CA 93456  
 Phone: (805) 928-3397 Fax: (805) 928-0977  
**Contact: alex @ balfour beatty**

**Project: Oxnard SD Rose Ave. ES Reconstruction (PV)**  
 220 South Driskill St.  
 Oxnard, CA 93030

**Contact: Jim Pedretti**

Description: Added corners at stairs RFI # 388

Labor	# of Men	Qty Hrs	Total Hrs	Rate	Total
Lath	2	32.00 Hrs	64.00	99.00	\$6,336.00
<b>Total Labor</b>					<b>\$6,336.00</b>

Material	Size	Quantity UOM	Unit Price	Total
#2A CORNER BEAD	10'	60.00 PCS	1.20 LF	\$720.00
GRACE VYCOR V40 12" X 75'	ROLL	6.00 ROLL	85.00 ROLL	\$510.00
STRUCTA LATH 1 1/2" 17GA	ROLL	-1.00 ROLL	150.00 ROLL	-\$150.00
#66 SHORT FLANGE	3/4" GND	-60.00 PCS	.32 LF	-\$192.00
<b>Total Material</b>				<b>\$888.00</b>

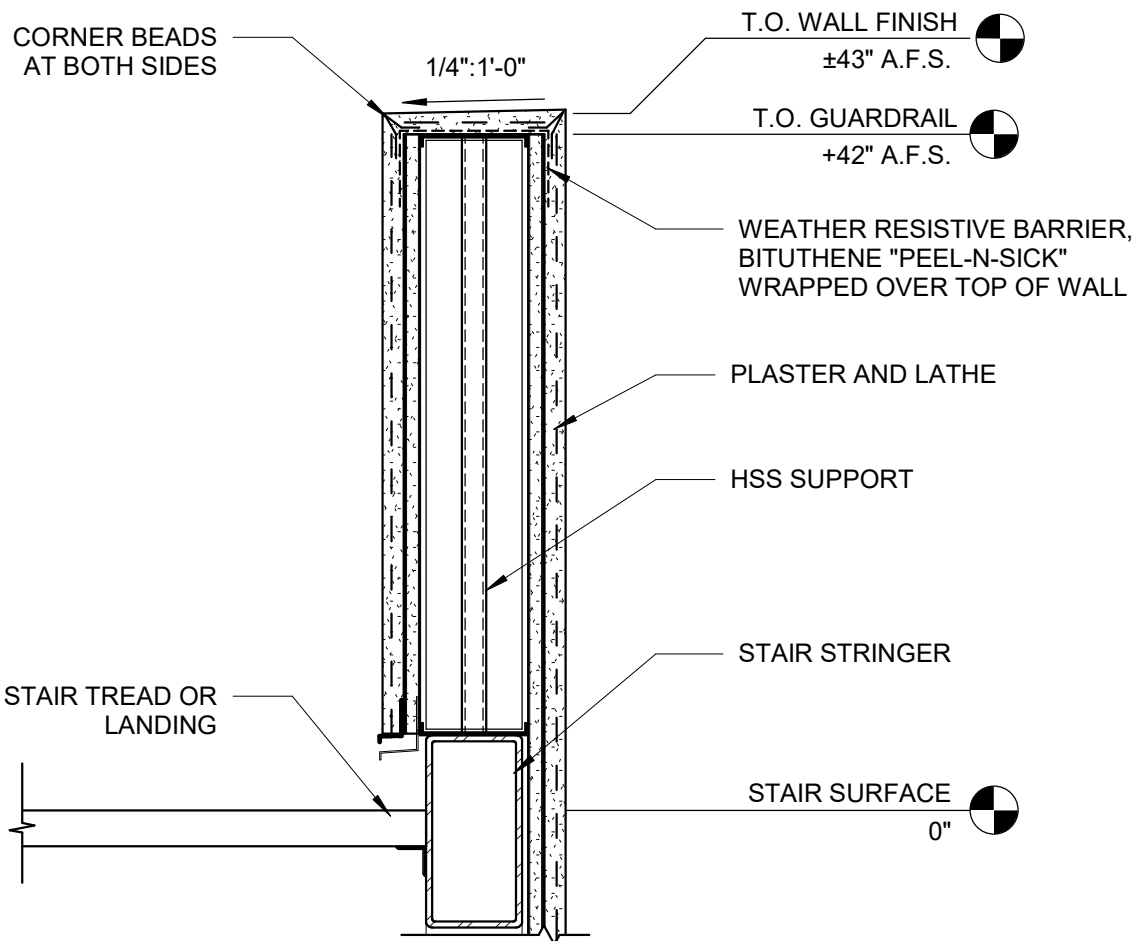
**Subtotal for Detail \$7,224.00**

**Notes:** This is for the added work installing the corneraid per direction. The deletion of the #66 and adding the corneraid creates an enormous amount of work along with the added bitchathane. This is per RFI # 388, it is the labor to string 600' of corner aid, install 300' of bituthene over the top of the wall where the parapet cap was to be installed as well as the finishing of additional 600' of corners.


**AUTHORIZED BY:**  
 ON BEHALF OF: PREMIER DRYWALL  
 PROJECT MANAGER: Scotty Wilhite  
 ESTIMATOR: Gary D. Schenk

Labor Total:	\$6,336.00
Material Total:	\$888.00
Sub Trade Total:	\$0.00
Cleanup Total:	\$0.00
Equipment Total:	\$0.00
Misc. Total:	\$0.00
<b>Sub Total:</b>	<b>\$7,224.00</b>
Mark Up:	\$1,083.60 15.00%

<b>Total:</b>	<b>\$8,307.60</b>	<small>+Applicable Taxes</small>
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① STAIR GUARDRAIL DETAIL - PLASTER  
 1 1/2" = 1'-0"

  Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016	<b>BUILDING C - TYPICAL STAIR WALL DETAIL</b>			
	<b>ROSE AVENUE K-5 SCHOOL</b>			DATE 06/16/23
	<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>RFI388 A1</b>
	PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO. 21/A800	
	DSA APP. NO. 03-119284			

**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 091  
 Date: 7-31-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #165 / CDR 091 - RFI 350.1 Bldg C North - Separation at Roof and Building at GL 13c  Provide labor, equipment and materials to install expansion flashing at Bldg C North roof and building separation at GL 13c per Tremco detail and RFI 350.1.	\$ 7,329.40
---	-------------

- The cost of this work will be drawn from Contractor Contingency:  
 The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR: Balfour Beatty      ARCHITECT: IBI Group      PROGRAM MANAGER: CFW Group, Inc.

By: Rafael Flamills      By: [Signature]      By: \_\_\_\_\_  
 Date: 7/31/23      Date: 08/15/2023      Date: \_\_\_\_\_

OWNER - Oxnard School District      By: \_\_\_\_\_      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	7-31-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	165
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**  
 Ref. Cost Event #165 / CDR 091 - RFI 350.1 Bldg C North - Separation at Roof and Building at GL 13c  
 Provide labor, equipment and materials to install expansion flashing at Bldg C North roof and building separation at GL 13c per Tremco detail and RFI 350.1.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Commercial Roofing (Labor)	\$	1,948.80	
Commercial Roofing (Material)	\$	4,330.40	
Commercial Roofing (O&P @ 15%)	\$	941.88	
		<b>Subtotal B: \$</b>	<b>7,221.08</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b> <span style="float: right;">* N/A for Contingency Draw Requests</span>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>	<b>\$</b>	<b>108.32</b>	<b>2%</b>
		<b>Subtotal E: \$</b>	<b>108.32</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>7,329.40</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)

Signature

2023-07-31

Date



## PROPOSED CHANGE ORDER

PROJECT NAME: Rose Ave ES  
 DATE: 7/28/2023  
 CHANGE ORDER #: 09- RFI 350.1 Expansion flashing

DESCRIPTION OF CHANGE: Additional costs to for installing expansion flashing per Tremco detail and RFI 350.1

ITEM DESCRIPTION	MATERIAL			LABOR			EQUIPMENT/SUBCONTRACTOR		
	QUANTITY	UNIT COST	EXTENSION	QUANTITY	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
Tremco 60 mil Perimeter flashing TPA	1	\$1,684.79	\$1,684.79			\$0.00			\$0.00
LV Bonding adhesive	1	\$692.24	\$692.24			\$0.00			\$0.00
Butyl tape	1	\$738.05	\$738.05			\$0.00			\$0.00
Coated TPA counterflashing	1	\$588.40	\$588.40			\$0.00			\$0.00
Baker Rod	1	\$138.12	\$138.12			\$0.00			\$0.00
Fasteners	1	\$63.40	\$63.40			\$0.00			\$0.00
Trem Sealant	1	\$22.80	\$22.80			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
Labor Journeyman Roofer			\$0.00	24	\$81.20	\$1,948.80			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
			\$0.00			\$0.00			\$0.00
<b>SUBTOTALS:</b>			\$3,927.80			\$1,948.80			\$0.00

MATERIALS				\$3,927.80
SALES TAX	10.25 %			\$402.60
				\$4,330.40
LABOR				\$1,948.80
EQUIPMENT/SUBCONTRACTOR				\$0.00
SUBTOTAL DIRECT COSTS				\$6,279.20
OVERHEAD ON DIRECT COSTS	15 %			\$941.88
<b>SUBTOTAL</b>				<b>\$7,221.08</b>
<b>BOND</b>	1.5 %			<b>\$108.32</b>
<b>TOTAL</b>				<b>\$7,329.40</b>

APPROVED BY: \_\_\_\_\_ Name/Date: \_\_\_\_\_

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg C North - Separation at Roof and Building at GL 13c

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	05/04/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING C NORTH	<b>DUE DATE:</b>	05/12/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	07 62 00 - Sheet Metal Flashing and Trim
<b>DRAWING NUMBER:</b>	A2811C	<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

**Question from Filbert Carbajal (Balfour Beatty) at 04:35 PM on 05/04/2023**

To provide weather protection and avoid weather intrusion to the second floor doors along grid line 13c, we are proposing to cover the gap. Please provide a design to cover the gap similar to AD01A A03.

Awaiting an Official Response

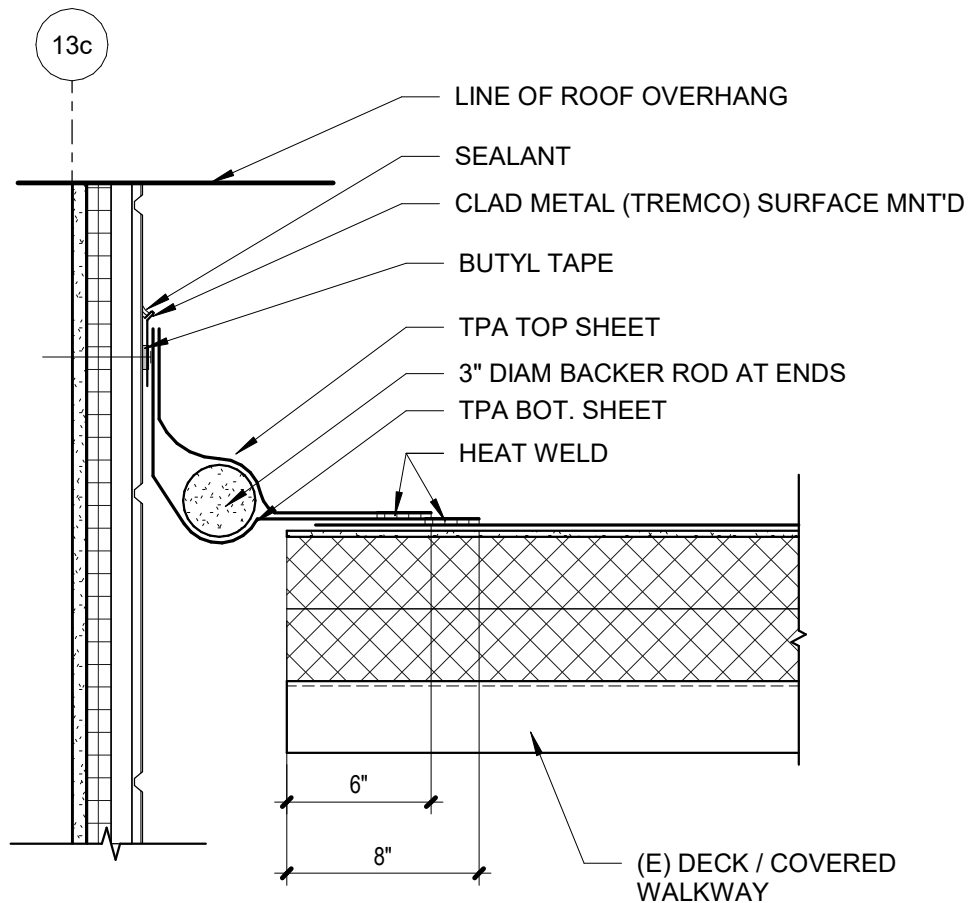
**All Replies:**

Per discussion with Tremco, see attached sketch RFI 350.1-A1, for proposed solution.


Ruben R.  
 Arcadis-IBI  
 06/20/2023

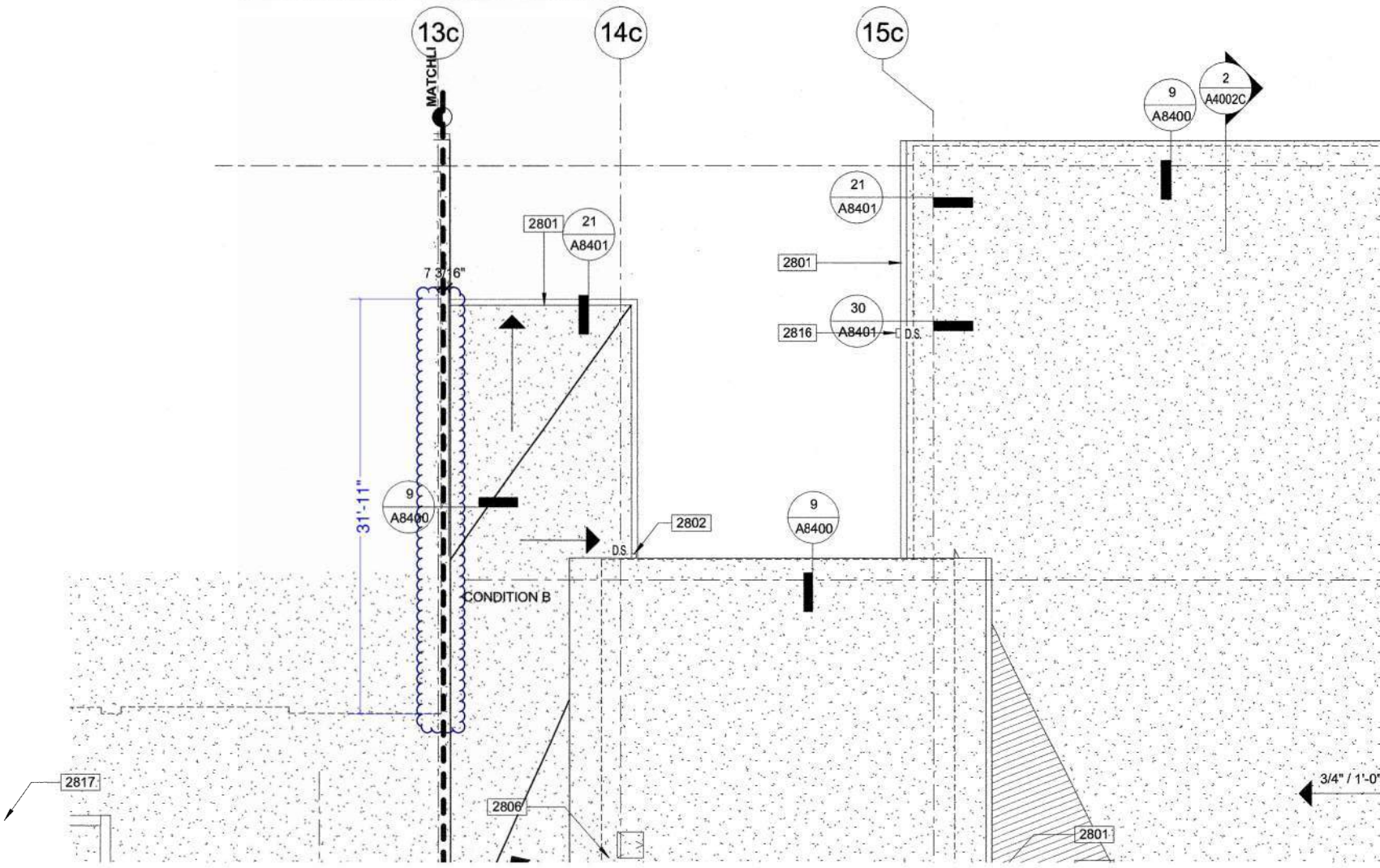
*Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.*

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_



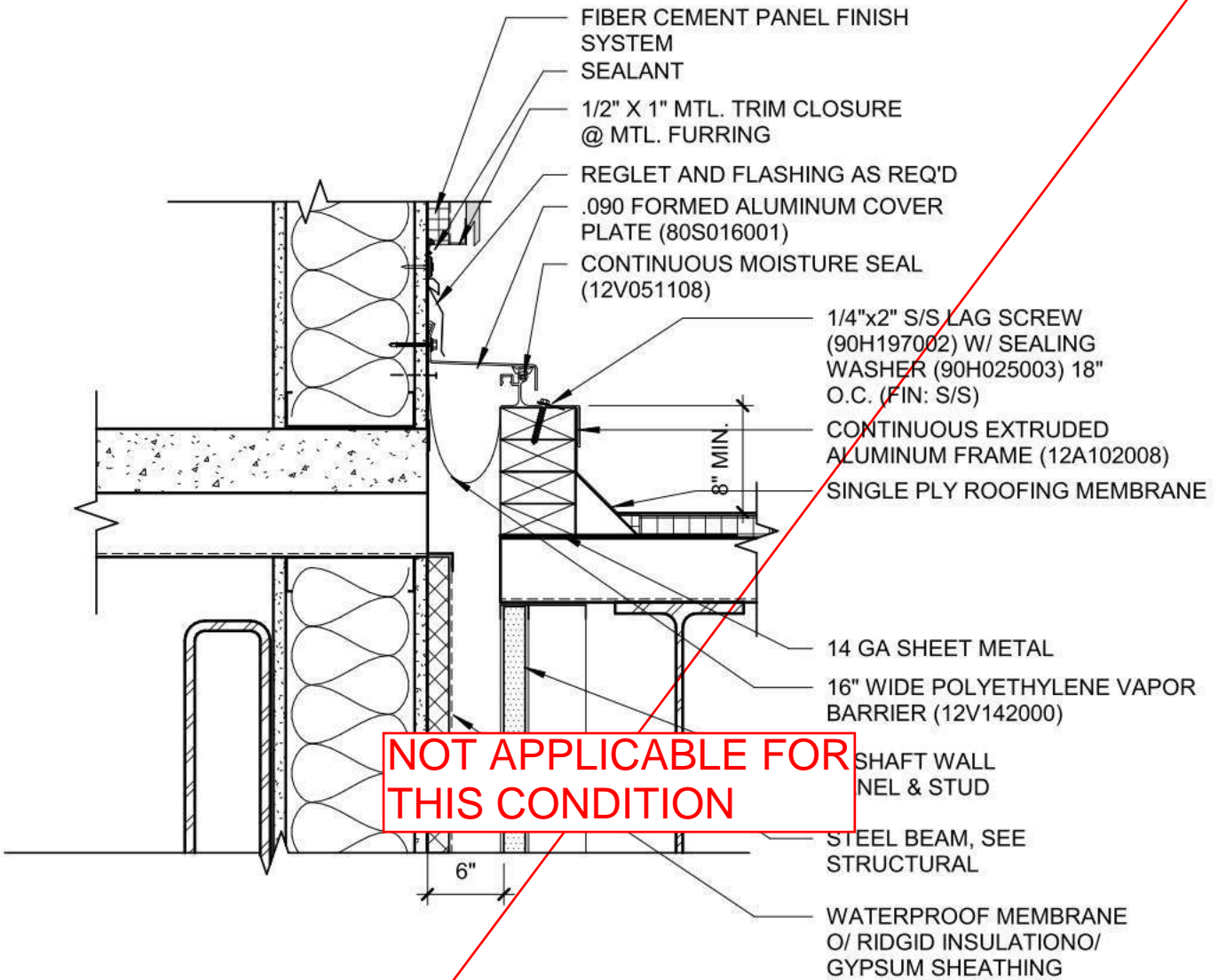
① BLDG C ROOF TERMINATION  
 1 1/2" = 1'-0"

  Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016	<b>BLDG C ROOF TERMINATION</b>			DATE 06/20/23
	<b>ROSE AVENUE K-5 SCHOOL</b>			
	<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>RFI350.1</b> <b>A1</b>
	PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO.	
	DSA APP. NO. 03-119284			











13 EXPANSION JOINT  
1 1/2" = 1'-0"

 Los Angeles 1001 Wilshire Blvd., Suite 100-3100 Los Angeles CA 90017 213.769.0011 fax: 213.769.0016		<b>EXPANSION JOINT</b>		DATE	
		<b>ROSE AVENUE K-5 SCHOOL</b>			05/28/21
		<b>OXNARD SCHOOL DISTRICT</b>		OXNARD CA	<b>AD01A A03 1282</b>
		PROJECT NO. 109990	DSA FILE NO. 56-22	REFERENCE SHEET NO. A8100	
		DSA APP. NO. 03-119284			

<b>Contingency</b> <b>Draw</b> <b>Request (CDR)</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
	Architect	<input checked="" type="checkbox"/>	IBI Group
	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

### CONTINGENCY DRAW REQUEST

<b>PROJECT:</b> Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	<b>Contingency Request #:</b> 093  <b>Date:</b> 8-2-2023
<b>TO:</b> Oxnard School District 1051 South A. Street Oxnard, CA 93030	

The Contract is changed as follows:

Ref. Cost Event #192 / CDR 093 - RFI 75 Bldg B - AC-201 Trane Unit Duct Design Flaw  Provide labor, equipment and materials to install revised duct arrangement leaving AC-201 and entering the gymnasium per RFI 75.	\$ 12,573.44
---	--------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

<b>CONTRACTOR</b> Balfour Beatty	<b>ARCHITECT</b> IBI Group	<b>PROGRAM MANAGER</b> CFW Group, Inc.
-------------------------------------	-------------------------------	---

By: <u><i>Rafael Ramirez</i></u>	By: <u><i>[Signature]</i></u>	By: _____
Date: <u>8/2/23</u>	Date: <u>08/15/2023</u>	Date: _____

OWNER - Oxnard School District                      By : \_\_\_\_\_                      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-2-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	192
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**  
 Ref. Cost Event #192 / CDR 093 - RFI 75 Bldg B - AC-201 Trane Unit Duct Design Flaw  
 Provide labor, equipment and materials to install revised duct arrangement leaving AC-201 and entering the gymnasium per RFI 75.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Smith MEP	\$	12,573.44	
		<b>Subtotal B: \$</b>	<b>12,573.44</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b> * N/A for Contingency Draw Requests			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>	<b>\$</b>	<b>-</b>	<b>0%</b>
		<b>Subtotal E: \$</b>	<b>-</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>12,573.44</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2023-08-02

Date

# DOCUMENT A

## Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 8/1/2023

Job Name : Rose Ave ES

Extra Work Proposal # : 11.2

Description of work: RFI Resp. 075 AC-201 Duct

Please see attached.

### Pricing Breakdown:

Sheet Metal-Shop		\$	3,557.12
Sheet Metal-Field		\$	6,050.30
Project Support		\$	830.00
Jobsite Expenses		\$	120.00
Sales Tax	9.25%	\$	115.22
Warranty Reserve (Direct Cost + Subs)	2.00%	\$	213.45
<b>TOTAL COST</b>		\$	<b>10,886.09</b>
+ Overhead	10%	\$	1,088.61
+ Fee	5%	\$	598.74
<b>Total Extra Work Proposal Price</b>		\$	<b>12,573.44</b>

Time extension required because of labor added by this change is 5.5 workdays

This proposal includes 44 straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: X Waiting for authorization: \_\_\_\_\_

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: Joel Cerda  
Project Manager

Date: 8/1/2023

Approved by: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Job # :** 60040689

**Date :** 8/1/2023

**Job Name :** Rose Ave ES

**Extra Work Proposal # :** 11.2

**Description of work:** RFI Resp. 075 AC-201 Duct

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**Table of Contents:**

- A. Summary/Cover Page
- B. Table of Contents
- C. Entitlement Statement
- D. Narrative Changed Scope of Work
- E. Labor and Material Breakdown
- F. Original Layout vs Revised Layout
- G. RFI Response 075 for reference

Job # : 60040689  
Job Name : Rose Ave ES  
Description of work: RFI Resp. 075 AC-201 Duct

Date : 8/1/2023  
Extra Work Proposal # : 11.2

---

**Entitlement Statement:**

Smith MEP submitted an RFI (#014) on 1/12/22 stating that the duct configuration for AC-201 and AC-203 were shown on the drawings as mirroring each other. Having the ductwork mirrored would not allow for supply and return ducts to line up in the correct configuration needed for functionality. Which is a design error.

Balfour Beatty submitted our question in Procore formally as RFI #075 on 1/12/22.

IBI Group responded to RFI #075 on 1/13/22 with a revised drawing (sheet M2123-B) reflecting a functional duct layout. This revised layout added HVAC duct to accommodate the new configuration.

Extra Work Proposal  
Labor and Material Breakdown



Job # : 60040689

Date : 8/1/2023

Job Name : Rose Ave ES

Extra Work Proposal # : 11.2

Description of work: RFI Resp. 075 AC-201 Duct

---

**Narrative:**

- Includes addition design layout and coordination of AC-201
- Includes additional duct fabrication and materials
- Includes delivery and material handling of prefabricated duct
- Includes additional duct layout, installation, associated supports, and fittings



# DOCUMENT E

11.2  
60040689

Extra Work Proposal Breakdown



Job Name:

Rose Ave ES

Date:

8/1/2023

SHEET METAL - SHOP FAB		Gross	Net	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Clips & Closures (lbs.)			14.2	0.5				\$ 123.77	\$ 62.86	\$ 19.20	\$ 82.06
Rect Ftg (lbs.)		255.0	243.5	10.2				\$ 123.77	\$ 1,262.45	\$ 328.76	\$ 1,591.21
Rect Straight (lbs.)		61.0	58.3	1.5				\$ 123.77	\$ 188.75	\$ 78.64	\$ 267.39
Welded Hangers/Frames/Supports (lbs.)		0.0	2.5	0.0				\$ -	\$ -	\$ 2.55	\$ 2.55
Frames & Supports (Supp Steel/Risers) (lbs.)		25.0	22.5	2.5				\$ 123.77	\$ 309.43	\$ 22.95	\$ 332.38
Rect Ftg Lining (SF)		70.0	70.0	4.7				\$ 123.77	\$ 577.59	\$ 71.40	\$ 648.99
Rect Straight Lining (SF)		52.0	52.0	1.7				\$ 123.77	\$ 214.53	\$ 53.04	\$ 267.57
Duct Sealing			316.0					\$ -		\$ 18.96	\$ 18.96
Sheet Metal Shop Parts and Supplies		3%						\$ -		\$ 96.33	\$ 96.33
<b>Sheet Metal LBS:</b>		<b>341</b>	<b>341</b>								
Sheet Metal Logistics / Mat'l Delivery		# of Trips		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	RENTAL \$	TOTAL \$
Loading				0.6				\$ 115.62	\$ 65.71		\$ 65.71
Driving				0.5				\$ 115.60	\$ 52.56		\$ 52.56
Unloading				1.1				\$ 115.61	\$ 131.41		\$ 131.41
<b>Sheet Metal Shop Totals:</b>				<b>23.3</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		<b>\$ 2,865.29</b>	<b>\$ 691.83</b>	<b>\$ 3,557.12</b>
SHEET METAL - FIELD INSTALL		UNITS		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Meetings				4.0				\$ 129.59	\$ 518.36		\$ 518.36
Re-detailing				16.0				\$ 127.17	\$ 2,034.74		\$ 2,034.74
Material Handling				2.0				\$ 123.77	\$ 247.54		\$ 247.54
Additional Scope - Layout Roof-Support				2.0				\$ 123.77	\$ 247.54		\$ 247.54
Rect Duct		341.0		13.6				\$ 123.77	\$ 1,688.22	\$ 545.64	\$ 2,233.86
Frames & Supports (Welded Ductwork)		1.0		2.0				\$ 123.77	\$ 247.54		\$ 247.54
Clean-up for added work		3%		1.0	0.0	0.0	0.0	\$ 123.77	\$ 123.77		\$ 123.77
Field Consumables		2%								\$ 8.18	\$ 8.18
General Foreman QA/QC Coordination				3.0	0.0	0.0	0.0	\$ 129.59	\$ 388.77		\$ 388.77
<b>Sheet Metal Field Totals:</b>				<b>43.6</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		<b>\$ 5,496.48</b>	<b>\$ 553.82</b>	<b>\$ 6,050.30</b>
PROJECT SUPPORT				HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$		TOTAL \$
Project Engineers				2.0				\$ 115.00	\$ 230.00		\$ 230.00
Project Managers				4.0				\$ 150.00	\$ 600.00		\$ 600.00
<b>Project Support Totals:</b>				<b>6.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		<b>\$ 830.00</b>	<b>\$ -</b>	<b>\$ 830.00</b>
Jobsite Expenses							# PAGES			RENTAL \$	TOTAL \$
Truck Charge											\$ 120.00
<b>Jobsite Expense Total:</b>										<b>\$ -</b>	<b>\$ 120.00</b>
<b>Totals:</b>				<b>72.93</b>					<b>\$ 9,191.77</b>	<b>\$ 1,245.65</b>	<b>\$ 10,557.42</b>

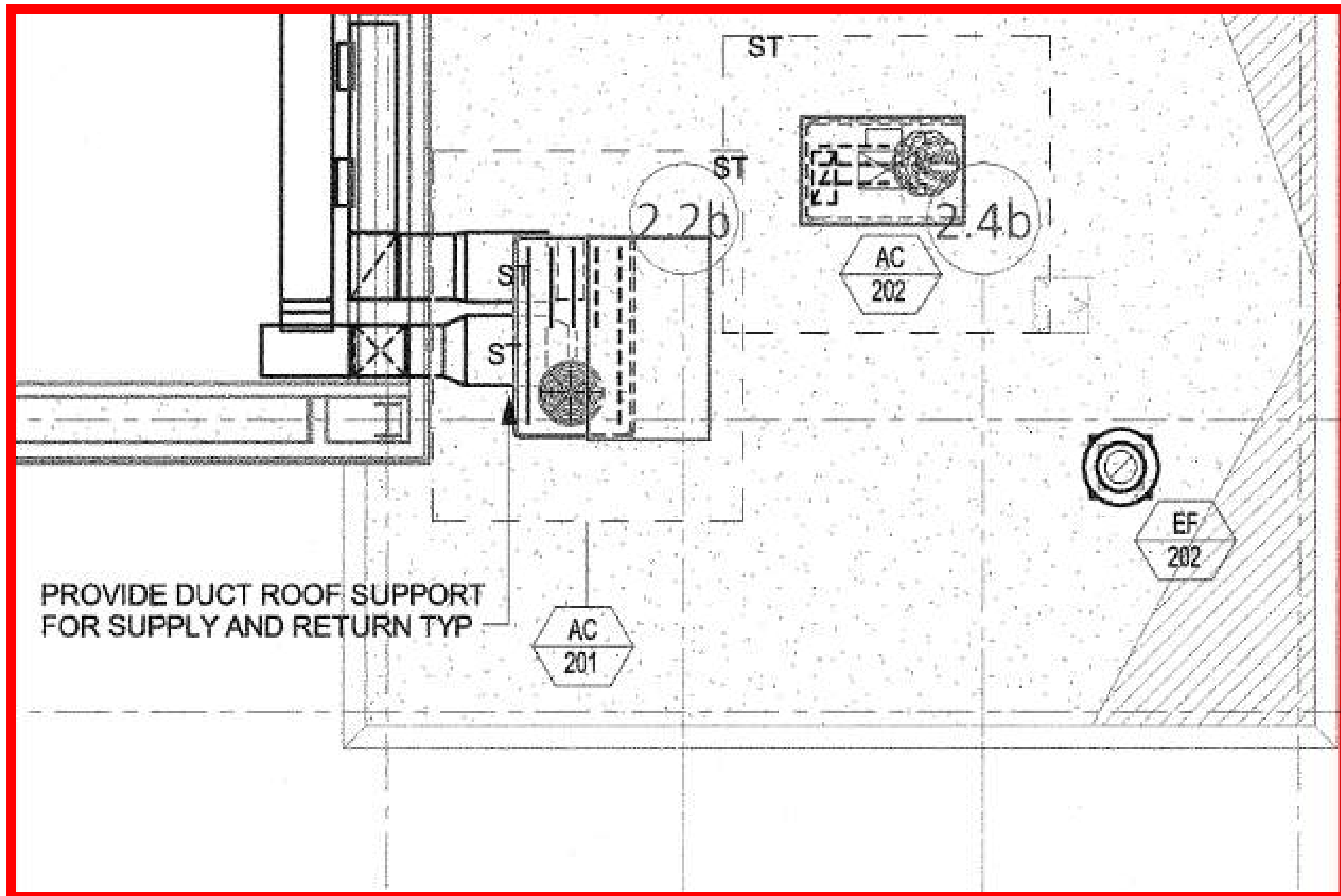
TOTAL HOURS

TOTAL LABOR COST BEFORE MARK-UP

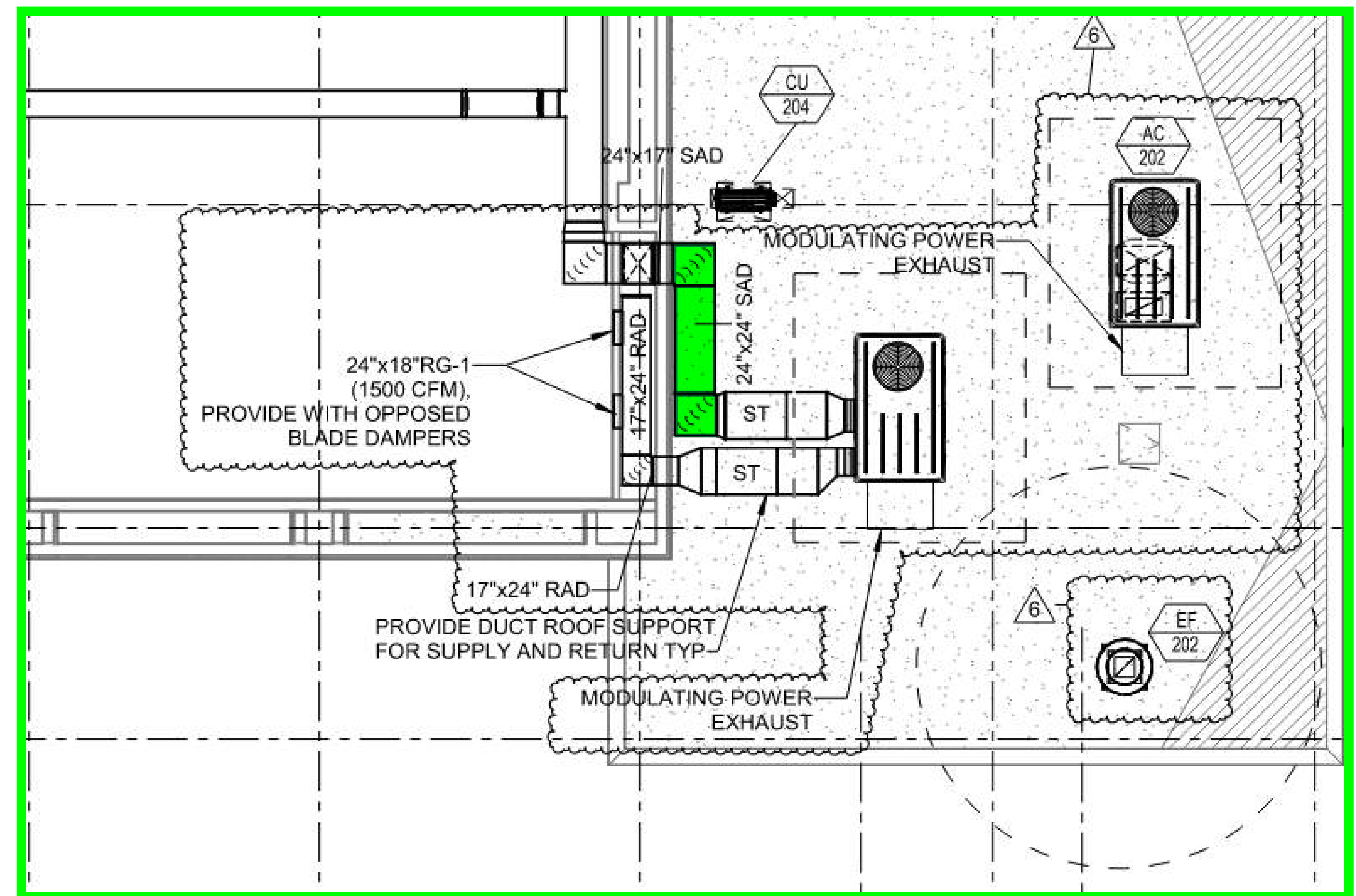
TOTAL MATERIAL BEFORE TAX & MARK-UP

TOTAL LABOR & MATERIAL COST BEFORE TAX & MARK-UP

ORIGINAL DRAWING LAYOUT



RFI RESPONSE 075 REVISED LAYOUT



Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

### Bldg B - AC-201 Trane Unit Duct Design Flaw

<b>TO:</b>	Linda Iversen (IBI Group) Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	01/13/2022	<b>STATUS:</b>	Closed on 01/18/22
<b>LOCATION:</b>	BUILDING B	<b>DUE DATE:</b>	01/20/2022
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	
<b>COST IMPACT:</b>		<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>	M2321B	<b>REFERENCE:</b>	Smith RFI #14
<b>LINKED DRAWINGS:</b>	<a href="#">M2321-B</a>		
<b>RECEIVED FROM:</b>	Cody Scheidt (Smith Electric Service (Santa Maria))		

**COPIES TO:**

Leon Cavallo (Balfour Beatty), Alex Garcia (Balfour Beatty), Ken Hinge (Kenco Construction Services), Linda Iversen (IBI Group), Janvi Kanani (IBI Group), Dennis Kuykendall (Balfour Beatty), Arega Mehrabian (IBI Group), Rick Ostrander (CFW, Inc.)

**Question from Filbert Carbajal (Balfour Beatty) at 03:25 PM on 01/12/2022**

On building B there is a design flaw with AC-201 current duct configuration, see attached PDF's showing design flaw conflict.

Proposed solution re-design mechanical duct leaving AC-201 and entering the gymnasium.

Please advise.

**Attachments:**

[RFI 14 Bldg B AC-201 Trane Unit Duct Design.pdf](#)

**Official Response:** Filbert Carbajal (Balfour Beatty) responded on Tuesday, January 18th, 2022 at 11:26AM PST

See Attached M2123-B plan with revised duct arrangement.

Hooshang Mozaffari, RA  
 January 13, 2022

**Attachments:**

[RFI 075 AC201 Duct Design-RA.pdf](#)

BY \_\_\_\_\_ DATE \_\_\_\_\_ COPIES TO \_\_\_\_\_

<b>Contingency</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (CDR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Contingency Request #: 104 R1
	Date: 2-13-2024
TO: Oxnard School District 1051 South A. Street Oxnard, CA 93030	

The Contract is changed as follows:

Ref. Cost Event #179 / CDR 104 R1 - Bldg B Service Line Area - Air Curtain	
Provide labor, equipment and materials to the change from the surface mount Air Curtain mounted on the outside of the wall to having it changed to a recess type above the ceiling inside the wall per RFI 412 and RFI 419.	\$ 2,382.72

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>Rafael Flamilla</u>	By: <u>[Signature]</u>	By: _____
Date: <u>2024-02-13</u>	Date: <u>03/20/2024</u>	Date: _____

OWNER - Oxnard School District                      By : \_\_\_\_\_                      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-13-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	179
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #179 / CDR 104 R1 - Bldg B Service Line Area - Air Curtain

Provide labor, equipment and materials to the change from the surface mount Air Curtain mounted on the outside of the wall to having it changed to a recess type above the ceiling inside the wall per RFI 412 and RFI 419.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Southcoast Acoustical Interiors	\$	1,521.86	
Smith MEP	\$	860.86	
		<b>Subtotal B: \$</b>	<b>2,382.72</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>	\$	-	0.0%
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>2,382.72</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2024-02-13

Date



# CHANGE ORDER REQUEST

1

**Title:** Cut out grid in kitchen area  
**Project Name:** Rose Ave  
**Project Address:** 220 South Driskill Street  
Oxnard, CA 93030

**COR Date:** 07/26/2023  
**T&M Tag Numbers:** EX00704  
**SOUTHCOAST ACOUSTICAL INTERIORS Job Number:** 5051542  
**Customer Job Number:** 15650000  
**Customer Reference Number:** CE 179 t bar at serving room for air curtains

## Our Information

### SOUTHCOAST ACOUSTICAL INTERIORS

14980 Hilton Drive  
Fontana, CA 92336  
**Phone:** (909)-428-2600

## Customer Information

**Balfour Beatty**  
1501 Quail Street, Suite 130  
Newport Beach, CA 92660  
**Phone:** (949)-502-4000

## Description of Change Order Request

**T&M Tag EX00704:**Cut grid out in 2 area s in the kitchen

## Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Journeyman	16	ST	\$82.71	\$1,323.36
			<b>Total Labor:</b>	<b>\$1,323.36</b>
<b>Subtotal</b>				<b>\$1,323.36</b>
<b>Total</b>				<b>\$1,323.36</b>
Subcontractor's Overhead & Profit			15.000%	\$198.50
<b>Requested Total</b>				<b>\$1,521.86</b>

## Terms & Conditions

The work covered by this Change Order shall be performed under the terms and conditions of the existing contract, unless otherwise stated. Direction to proceed is required prior to commencement of work.



# TIME AND MATERIAL TAG

## EX00704

**Title:** Cut out grid in kitchen area

**Project Name:** Rose Ave

**Project Address:** 220 South Driskill Street  
Oxnard, CA 93030

**Date(s) of Work Performed:** 07/25/2023

**SOUTHCOAST ACOUSTICAL INTERIORS Job Number:** 5051542

**Customer Job Number:** 15650000

**Customer Reference Number:** CE 179 t bar at serving room for air curtains

### Our Information

#### SOUTHCOAST ACOUSTICAL INTERIORS

14980 Hilton Drive  
Fontana, CA 92336  
**Phone:**(909)-428-2600

#### Description Of The Work

Cut grid out in 2 area s in the kitchen

#### Labor

Worker Name / Description	Quantity of Worker	ST	OT	DT	POT	PDT	Total
Erick montes	1	8					8
Brandon montes	1	8					8
<b>Total Labor:</b>	<b>2</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>

#### Customer Notes From Alex Garcia

CE 179 Air curtains

#### Terms & Conditions

The work covered by this Change Order shall be performed under the terms and conditions of the existing contract, unless otherwise stated. Direction to proceed is required prior to commencement of work.

Digitally Signed by:

Date Signed:

Jul 25, 2023 9:39 AM PDT

Digitally Signed by:

Date Signed:

Jul 25, 2023 9:48 AM PDT

**Name:** Erick Montes

**Company:** SOUTHCOAST ACOUSTICAL INTERIORS

**Name:** Alex Garcia

**Company:** Balfour Beatty

# Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 7/26/2023

Job Name : Rose Ave ES

Extra Work Proposal # : 49

**Description of work:**

Per RFI# 419 The ceiling registers in Building B need to be relocated.

**Pricing Breakdown:**

Sheet Metal-Field		\$	733.89
Warranty Reserve (Direct Cost + Subs)	2.00%	\$	14.68
<b>TOTAL COST</b>		<b>\$</b>	<b>748.57</b>
+ Overhead	15%	\$	112.29
<b>Total Extra Work Proposal Price</b>		<b>\$</b>	<b>860.86</b>

Time extension required because of labor added by this change is 0.8 workdays

This proposal includes 6 straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: \_\_\_\_\_ Waiting for authorization: X

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Joel Cerda**  
 \_\_\_\_\_  
 Project Manager

Date: 7/26/2023

Approved by: \_\_\_\_\_  
 Signature

Date: \_\_\_\_\_



EWP #: 48  
 Job #: 60040689

Extra Work Proposal Breakdown



Job Name: Rose Ave ES

Date: 7/26/2023

SHEET METAL - FIELD INSTALL		UNITS	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Relocation of Ceiling Registers			5.0				\$ 120.86	\$ 604.30		\$ 604.30
Field General Foreperson Time	10%		1.0	0.0	0.0	0.0	\$ 129.59	\$ 129.59		\$ 129.59
<b>Sheet Metal Field Totals:</b>			6.0	0.0	0.0	0.0		\$ 733.89	\$ -	\$ 733.89

Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction Contingency Request #: 104  
 200 East Driskill St.  
 Oxnard, CA 93030 Date: 8-10-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

See remarks  
 Revise & Re-Submit

The Contract is changed as follows:

Ref. Cost Event #179 / CDR 104 - Bldg B Service Line Area - Air Curtain  Provide labor, equipment and materials to the change from the surface mount Air Curtain mounted on the outside of the wall to having it changed to a recess type above the ceiling inside the wall per RFI 412 and RFI 419.	\$ <del>2,558.67</del>
--	------------------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty  By: <u>Rafael Flamilla</u> Date: <u>8/10/23</u>	ARCHITECT IBI Group  By: _____ Date: _____	PROGRAM MANAGER CFW Group, Inc.  By: _____ Date: _____
--	--	--

OWNER - Oxnard School District By : \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-10-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	179
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #179 / CDR 104 - Bldg B Service Line Area - Air Curtain

Provide labor, equipment and materials to the change from the surface mount Air Curtain mounted on the outside of the wall to having it changed to a recess type above the ceiling inside the wall per RFI 412 and RFI 419.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Southcoast Acoustical Interiors	\$	1,521.86	
Smith MEP	\$	1,036.81	
		<b>Subtotal B: \$</b>	<b>2,558.67</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>	\$	-	
		0.0%	<b>Subtotal E: \$</b>
			-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>2,558.67</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)

Signature

2023-08-10

Date



# CHANGE ORDER REQUEST

1

**Title:** Cut out grid in kitchen area  
**Project Name:** Rose Ave  
**Project Address:** 220 South Driskill Street  
Oxnard, CA 93030

**COR Date:** 07/26/2023

**T&M Tag Numbers:** EX00704

**SOUTHCOAST ACOUSTICAL INTERIORS Job Number:** 5051542

**Customer Job Number:** 15650000

**Customer Reference Number:** CE 179 t bar at serving room for air curtains

## Our Information

### SOUTHCOAST ACOUSTICAL INTERIORS

14980 Hilton Drive  
Fontana, CA 92336  
**Phone:** (909)-428-2600

## Customer Information

**Balfour Beatty**  
1501 Quail Street, Suite 130  
Newport Beach, CA 92660  
**Phone:** (949)-502-4000

## Description of Change Order Request

**T&M Tag EX00704:** Cut grid out in 2 area s in the kitchen

## Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Journeyman	16	ST	\$82.71	\$1,323.36
			<b>Total Labor:</b>	<b>\$1,323.36</b>
<b>Subtotal</b>				<b>\$1,323.36</b>
<b>Total</b>				<b>\$1,323.36</b>
Subcontractor's Overhead & Profit			15.000%	\$198.50
<b>Requested Total</b>				<b>\$1,521.86</b>

## Terms & Conditions

The work covered by this Change Order shall be performed under the terms and conditions of the existing contract, unless otherwise stated. Direction to proceed is required prior to commencement of work.



# TIME AND MATERIAL TAG

## EX00704

**Title:** Cut out grid in kitchen area

**Project Name:** Rose Ave

**Project Address:** 220 South Driskill Street  
Oxnard, CA 93030

**Date(s) of Work Performed:** 07/25/2023

**SOUTHCOAST ACOUSTICAL INTERIORS Job Number:** 5051542

**Customer Job Number:** 15650000

**Customer Reference Number:** CE 179 t bar at serving room for air curtains

### Our Information

#### SOUTHCOAST ACOUSTICAL INTERIORS

14980 Hilton Drive  
Fontana, CA 92336  
**Phone:**(909)-428-2600

#### Description Of The Work

Cut grid out in 2 area s in the kitchen

#### Labor

Worker Name / Description	Quantity of Worker	ST	OT	DT	POT	PDT	Total
Erick montes	1	8					8
Brandon montes	1	8					8
<b>Total Labor:</b>	<b>2</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>

#### Customer Notes From Alex Garcia

CE 179 Air curtains

#### Terms & Conditions

The work covered by this Change Order shall be performed under the terms and conditions of the existing contract, unless otherwise stated. Direction to proceed is required prior to commencement of work.

Digitally Signed by:

Date Signed:

Jul 25, 2023 9:39 AM PDT

Digitally Signed by:

Date Signed:

Jul 25, 2023 9:48 AM PDT

**Name:** Erick Montes

**Company:** SOUTHCOAST ACOUSTICAL INTERIORS

**Name:** Alex Garcia

**Company:** Balfour Beatty



# Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 7/26/2023

Job Name : Rose Ave ES

Extra Work Proposal # : 49

Description of work:

Per RFI# 419 The ceiling registers in Building B need to be relocated.

**Pricing Breakdown:**

Remove Project Support  
hours  
Improper Cost

Sheet Metal-Field		\$	733.89
<del>Project Support</del>		<del>\$</del>	<del>150.00</del>
Warranty Reserve (Direct Cost + Subs)	2.00%	\$	17.68
<b>TOTAL COST</b>		<b>\$</b>	<b>901.57</b>
+ Overhead	15%	\$	135.24
<b>Total Extra Work Proposal Price</b>		<b>\$</b>	<b>1,036.81</b>

Time extension required because of labor added by this change is 0.8 workdays

This proposal includes 6 straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: \_\_\_\_\_ Waiting for authorization: X

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Joel Cerda**  
 \_\_\_\_\_  
 Project Manager

Date: 7/26/2023

Approved by: \_\_\_\_\_  
 Signature

Date: \_\_\_\_\_

SHEET METAL - FIELD INSTALL		UNITS	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Relocation of Ceiling Registers			5.0				\$ 120.86	\$ 604.30		\$ 604.30
Field General Foreperson Time		10%	1.0	0.0	0.0	0.0	\$ 129.59	\$ 129.59		\$ 129.59
<b>Sheet Metal Field Totals:</b>			6.0	0.0	0.0	0.0		\$ 733.89	\$ -	\$ 733.89
PROJECT SUPPORT			HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$		TOTAL \$
Project Managers			1.0				\$ 150.00	\$ 150.00		\$ 150.00
<b>Project Support Totals:</b>			1.0	0.0	0.0	0.0		\$ 150.00	\$ -	\$ 150.00

Remove Project Support hours  
 Improper Cost



Balfour Beatty Construction, LLC  
13520 Evening Creek Drive North, Suite 270  
San Diego, California 92128  
Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
220 South Driskill Street  
Oxnard, California 93030

## Bldg B - Ceiling Register Relocation

<b>TO:</b>	Ruben Ruiz ( <b>IBI Group</b> ) Linda Iversen ( <b>IBI Group</b> )	<b>FROM:</b>	Ivan Hurtado Vazquez ( <b>Balfour Beatty</b> ) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	07/13/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING B>FLOOR 1>210 KITCHEN/SERVING	<b>DUE DATE:</b>	07/20/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	No	<b>SPEC SECTION:</b>	23 05 13 - Basic HVAC Materials and Methods
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

### Question from Ivan Hurtado Vazquez (Balfour Beatty) at 12:34 PM on 07/13/2023

Although the air curtain got moved per RFI 412 the new location of the air curtain still conflicts with the south ceiling register. Please advise if the new shaded spot in the attached document is an acceptable relocation.

#### Attachments:

[RFI 419 Bldg B Ceiling Register.pdf](#)

Awaiting an Official Response

### All Replies:

It is acceptable to move the ceiling diffuser further north as proposed.

Hooshang Mozaffari, RA

July 14, 2023

BY

DATE

COPIES TO

**REVISIONS**

DATE	NO.	DESCRIPTION
05.25.2022	△	REVISED COMMENTS, SUBMITTAL 114000-2.0, 114000-4.0 & RF1055.

**ROSE AVE. ELEM SCHOOL  
 RECONSTRUCTION**

220 SOUTH DRISKILL ST. OXNARD, CA 93030

PROJECT NUMBER:

DATE: 02/28/2022

SCALE: 1/4" = 1'-0"

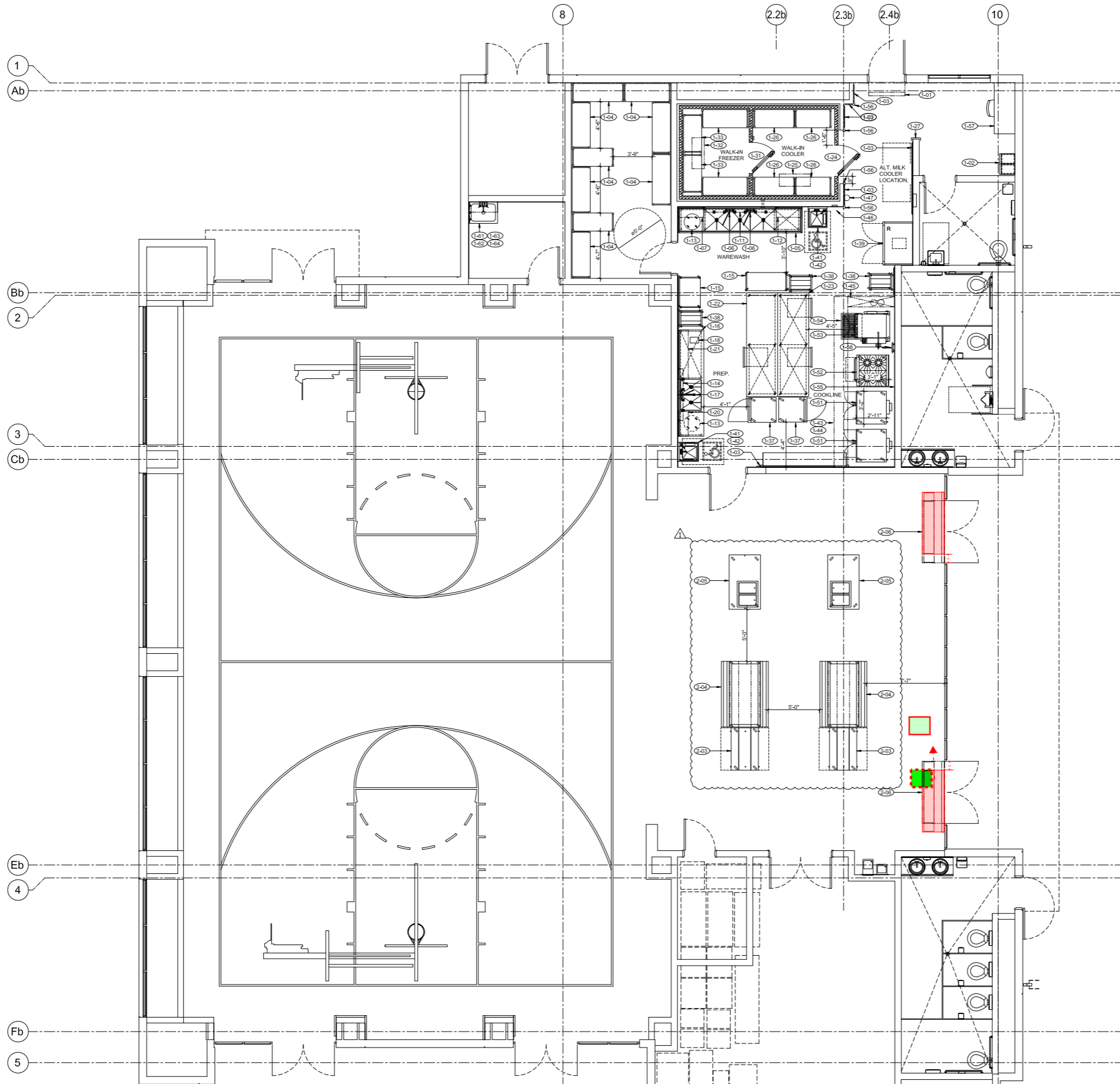
DRAWN BY: APPROVED BY:

SHEET TITLE:

FOODSERVICE  
 EQUIPMENT PLAN

SHEET NUMBER:

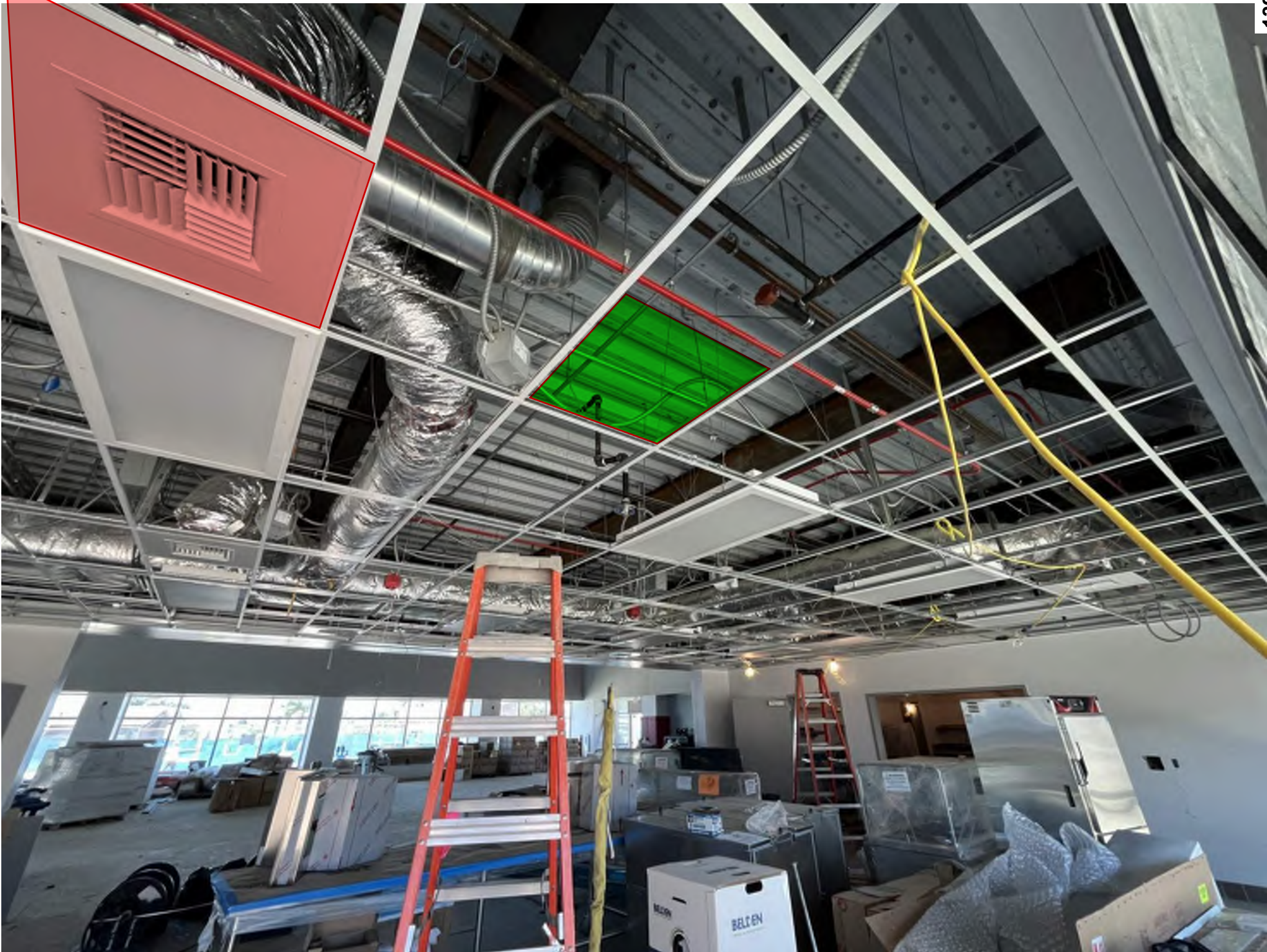
**K-101**



**FOODSERVICE EQUIPMENT PLAN**

SCALE: 1/4" = 1'-0"

REFER TO SHEET K-201 FOR EQUIPMENT / UTILITY SCHEDULE



Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Bldg B Service Line Area - Air Curtain Clash

<b>TO:</b>	Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	07/06/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING B>FLOOR 1>215 SERVICE LINE/ ADDITIONAL SEATING	<b>DUE DATE:</b>	07/13/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	Yes (Unknown)
<b>COST IMPACT:</b>	Yes (Unknown)	<b>SPEC SECTION:</b>	11 40 00 - Food Service Equipment
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>			
<b>COPIES TO:</b>			

### Question from Filbert Carbajal (Balfour Beatty) at 04:27 PM on 07/06/2023

There is a clash with the air curtain and structural bracing. It is proposed to offset the air curtain by 10" to avoid structural bracing. Please review with the Public Health Department and confirm if the proposed solution is acceptable.

**Attachments:**  
[RFI Air Curtain.pdf](#)

Awaiting an Official Response

### All Replies:

Proposed solution is acceptable. These doors in question are not delivery doors and are equipped with self-closing mechanism. Shifting the air curtain should not impede Health Department approval.

Saul Escamilla  
 7/11/2023

BY \_\_\_\_\_

DATE \_\_\_\_\_

COPIES TO \_\_\_\_\_

**REVISIONS**

DATE	NO.	DESCRIPTION
05.25.2022	△	REVISED COMMENTS, SUBMITTAL 114000-2.0, 114000-4.0 & RF1055.

**ROSE AVE. ELEM SCHOOL  
 RECONSTRUCTION**

220 SOUTH DRISKILL ST. OXNARD, CA 93030

PROJECT NUMBER:

DATE: 02/28/2022

SCALE: 1/4" = 1'-0"

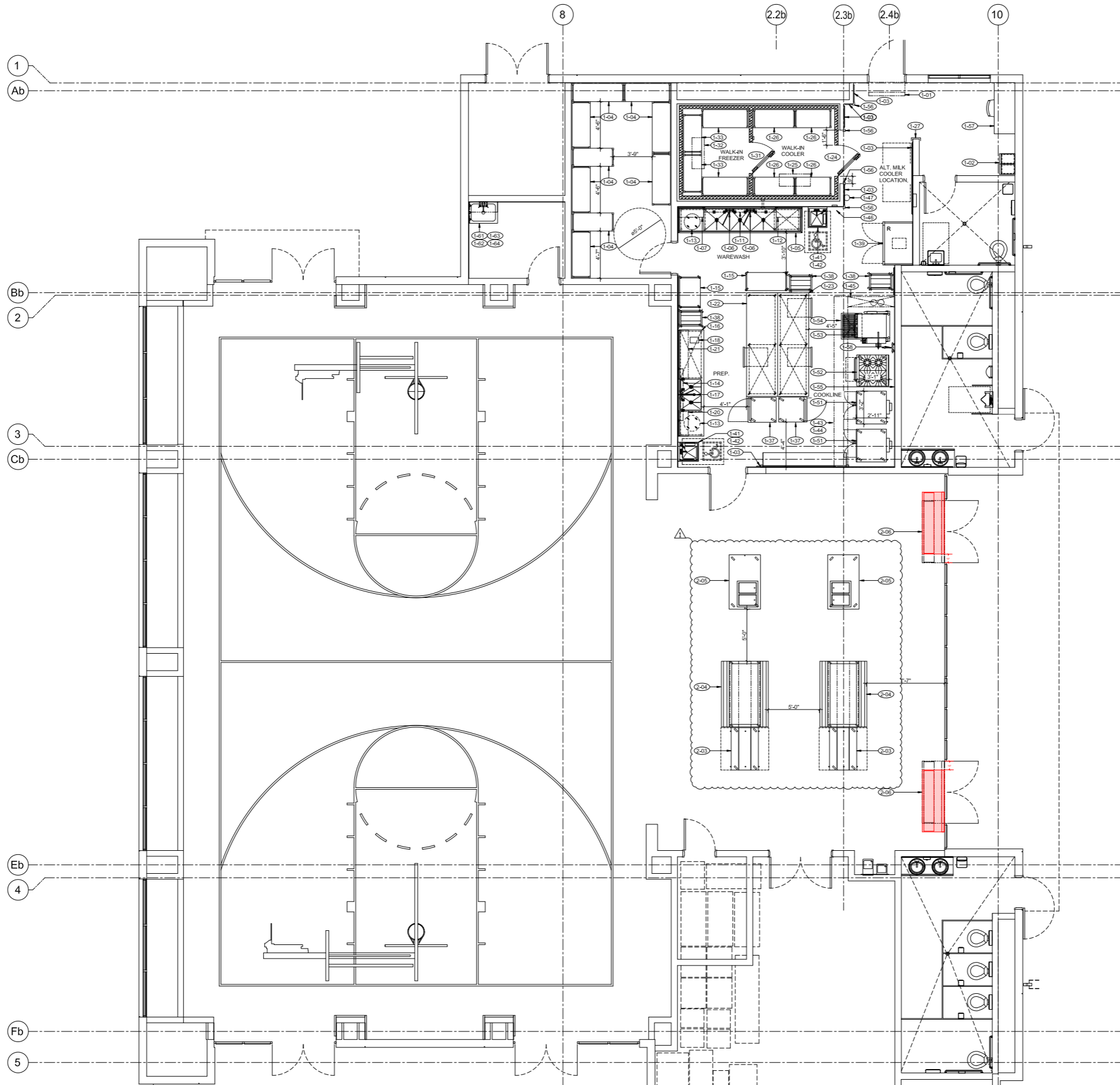
DRAWN BY: APPROVED BY:

SHEET TITLE:

FOODSERVICE  
 EQUIPMENT PLAN

SHEET NUMBER:

**K-101**



**FOODSERVICE EQUIPMENT PLAN**

SCALE: 1/4" = 1'-0"

REFER TO SHEET K-201 FOR EQUIPMENT / UTILITY SCHEDULE









## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-13-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	204
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #204 / CDR 106 R2 - RFI 069 Bldg A - Added Ductwork

Provide labor, equipment and materials to install added duct and supply diffusers for added gravity vents per RFI 069.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Smith MEP	\$	6,560.87	
		<b>Subtotal B: \$</b>	<b>6,560.87</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>	\$	-	
		0.0%	<b>Subtotal E: \$</b>
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>6,560.87</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2024-02-13

Date

# Carbajal, Filbert

**From:** Ruiz, Ruben <ruben.ruiz@arcadis.com>  
**Sent:** Friday, February 9, 2024 12:31  
**To:** Carbajal, Filbert; Garcia, Alex; Kuykendall, Dennis; Hurtado Vazquez, Ivan; Alamillo, Rafael  
**Cc:** gschober@cfwinc.com; Iversen, Linda; Kanani, Janvi; hooshang@roshanian.com  
**Subject:** Project: OSD Rose Ave. ES - Change Order Proposal Sent - CE 204 - RFI 069 Added Ductwork - CPR\_Pricing\_Review:106 R1:kG4Z3  
**Attachments:** CDR 106 R1 - CE 204 - RFI 069 Added Ductwork.pdf; Transmittal\_ChangeOrderProposal - 106 R1 (Sent).pdf

**External Email**

Rafael,  
 Please review the attached CDR R1 again. I don't see a response/rebuttal from Smith for the 80 hours that is questioned...Seems excessive.  
 Please have Smith relook at this and provide a reasonable hourly amount.

Sheet Metal Shop Totals:		14.1	0.0	0.0	0.0	\$ 1,736.14	\$ 313.93	\$	
SHEET METAL - FIELD INSTALL	UNITS	HRS (ST)	HRS (OT)	HRS (DT)	HRS (EMPT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL
Meetings		2.0				\$ 122.52	\$ 245.04		\$
Re-estimating		8.0				\$ 122.12	\$ 976.96		\$
Material Handling	3.0%	2.0				\$ 122.77	\$ 245.54		\$
Additional Scope - Layout		2.0				\$ 122.77	\$ 245.54		\$
Spiral Duct	180.0	22.0				\$ 122.77	\$ 2,701.04	\$ -	\$
Revisit detailing and coordinator due to design modif	1.0	20.0				\$ 126.15	\$ 2,523.00		\$
Material	1.0	16.0				\$ 122.77	\$ 1,964.32	\$ 500.00	\$
Equipment Installation (See attached breakdown)		0.0	0.0	0.0	0.0	\$ -	\$ -	\$ 200.00	\$
Field Consumables	2%							\$ 17.00	\$
Superintendent	0%	7.0	0.0	0.0	0.0	\$ 120.60	\$ 844.20		\$
<b>Sheet Metal Field Totals:</b>		<b>79.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		<b>\$ 10,012.51</b>	<b>\$ 812.00</b>	<b>\$</b>
PROJECT SUPPORT		HRS (ST)	HRS (OT)	HRS (DT)	HRS (EMPT)	LABOR RATE	LABOR \$		TOTAL
Project Managers		1.0				\$ 450.00	\$ 450.00		\$
<b>Project Support Totals:</b>		<b>1.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		<b>\$ 450.00</b>	<b>\$ -</b>	<b>\$</b>
<b>OVERALL TOTALS:</b>		<b>97.00</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		<b>\$ 12,201.65</b>	<b>\$ 1,125.93</b>	<b>\$ 13,</b>

Remove Project Support Hours

Hours seem excessive for installation of (3) duct lines. Provide reasonable time. See MEOR response

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

Revise & Re-Submit  
 - Refer to MEOR response  
 - See additional comments

The Contract is changed as follows:

Ref. Cost Event #204 / RFI 069 Bldg A - Missing CFM Tags for HVAC Balancing	\$ 15,825.14
Provide labor, equipment and materials to install added duct and supply diffusers for added gravity vents per RFI 069.	

MEOR response:  
 "Still for a simple task of an 8" and a 10" relief ducts roughly 8' long and a 12" outside air duct extension 20' long in building A, I don't see more than 8 hours labor for each or 24 hours total instead of claimed 80 hours."

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

# Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 2/13/2024

Job Name : Rose Ave ES

Extra Work Proposal # : 13.3

Description of work:

Please see attached

**Pricing Breakdown:**

Sheet Metal-Shop		\$	1,919.22
Sheet Metal-Field		\$	3,569.86
Sales Tax	9.25%	\$	104.16
Warranty Reserve (Direct Cost + Subs)	2.00%	\$	111.86
<b>TOTAL COST</b>		<b>\$</b>	<b>5,705.10</b>
+ Overhead	15%	\$	855.77
<b>Total Extra Work Proposal Price</b>		<b>\$</b>	<b>6,560.87</b>

Time extension required because of labor added by this change is 3.0 workdays

This proposal includes 24 straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: X      Waiting for authorization: \_\_\_\_\_

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Joel Cerda**  
 \_\_\_\_\_  
 Project Manager

Date: 2/13/2024

Approved by: \_\_\_\_\_  
 Signature

Date: \_\_\_\_\_

## Table of Contents

<b>Job #:</b> 60040689	<b>EWP Date:</b>	2/13/2024
<b>Job Name:</b> Rose Ave ES	<b>EWP #:</b>	13.3
<b>EWP Description:</b> RFI Resp. 069 Added Ductwork		

**Document A:** Summary

**Document B:** Table of Contents

**Document C:** Entitlement Statement

**Document D:** Narrative of Change Scope of Work

**Document E:** Labor and Material Breakdown

**Document F:** Original vs Revised Layout (Sheet M2311-A)

**Document G:** RFI Response #069 for reference

## Entitlement Statement

<b>Job #:</b> 60040689	<b>EWP Date:</b> 2/13/2024
<b>Job Name:</b> Rose Ave ES	<b>EWP #:</b> 13.3
<b>EWP Description:</b> RFI Resp. 069 Added Ductwork	

Smith MEP submitted an RFI (#010) on 1/3/22 stating that on Sheet M2311R-A there were multiple diffusers missing CMF information. This information is required for HVAC Air Balancing and Testing.

Balfour Beatty submitted our question in Procore formally as RFI #069 on 1/3/22.

On 1/7/22 Roshanian & Associates provided an official response to RFI #069 by providing a updated drawing of Sheet M2311-A. This revised drawings added the missing CMF callouts but also made several changes to the duct layout that was originally shown.

## Narrative of Changed Scope

**Job #:** 60040689

**EWP Date:** 2/13/2024

**Job Name:** Rose Ave ES

**EWP #:** 13.3

**EWP Description:** RFI Resp. 069 Added Ductwork

NOTE: Scope listed below is itemized by number. These numbers correlate with DOCUMENT F numbered changes.

- 1 Includes added 8" round duct and new supply diffuser for added GV (GV installation and cost included in COR #012)
- 2 Includes added 10" round duct and new supply diffuser for added GV (GV installation and cost included in COR #012)
- 3 Includes added 12" round duct and associated transitions and fittings not previously shown

Includes associated sheet metal fabrication, delivery and material handling, bracing and testing

DOCUMENT E

EWP #: 13.2  
Job #: 60040689

Extra Work Proposal Breakdown

Job Name: Rose Ave ES

Date: 8/2/2023

SHEET METAL - SHOP FAB		Gross	Net	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Hangers/Supports (lbs.)			27.5	0.3				\$ 123.77	\$ 42.47	\$ 37.06	\$ 79.53
Clips & Closures (lbs.)			0.7	0.0				\$ 123.67	\$ 3.18	\$ 0.97	\$ 4.15
Rect Ftg (lbs.)	16.0		12.9	1.6				\$ 123.77	\$ 198.03	\$ 17.39	\$ 215.42
Spiral Ftg (lbs.)	72.0		61.2	7.2				\$ 123.77	\$ 891.14	\$ 82.62	\$ 973.76
Spiral Straight (lbs.)	95.0		80.8	3.8				\$ 123.77	\$ 470.33	\$ 109.01	\$ 579.34
Duct Sealing			183.0					\$ -	\$ -	\$ 10.98	\$ 10.98
Sheet Metal Shop Parts and Supplies		3%						\$ -	\$ -	\$ 55.90	\$ 55.90
Sheet Metal LBS:		183	183								
Sheet Metal Logistics / Mat'l Delivery		# of Trips		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	RENTAL \$	TOTAL \$
Loading				0.3				\$ 115.61	\$ 35.26		\$ 35.26
Driving				0.2				\$ 115.61	\$ 28.21		\$ 28.21
Unloading				0.6				\$ 115.61	\$ 70.52		\$ 70.52
Sheet Metal Shop Totals:				14.1	0.0	0.0	0.0		\$ 1,739.14	\$ 313.93	\$ 2,053.07
SHEET METAL - FIELD INSTALL		UNITS		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Meetings				2.0				\$ 129.59	\$ 259.18		\$ 259.18
Re-detailing				8.0				\$ 127.17	\$ 1,017.36		\$ 1,017.36
Material Handling	0%			2.0				\$ 123.77	\$ 247.54		\$ 247.54
Additional Scope - Layout				2.0				\$ 123.77	\$ 247.54		\$ 247.54
Spiral Duct	183.0			22.9				\$ 123.77	\$ 2,831.24	\$ -	\$ 2,831.24
Revisit detailing and coordination due to design errors	1.0			20.0				\$ 126.11	\$ 2,522.20		\$ 2,522.20
Material	1.0			16.0				\$ 123.77	\$ 1,980.32	\$ 550.00	\$ 2,530.32
Equipment Installation (See attached breakdown)				0.0	0.0	0.0	0.0	\$ -	\$ -	\$ 250.00	\$ 250.00
Field Consumables	2%									\$ 12.00	\$ 12.00
Superintendent	10%			7.0	0.0	0.0	0.0	\$ 129.59	\$ 907.13		\$ 907.13
Sheet Metal Field Totals:				79.9	0.0	0.0	0.0		\$ 10,012.51	\$ 812.00	\$ 10,824.51

EWP #: 13.3  
Job #: 60040689  
Job Name: Rose Ave ES

Extra Work Proposal Breakdown



Date: 2/13/2024

SHEET METAL - SHOP FAB		Gross	Net	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Hangers/Supports (lbs.)			27.5	0.3				\$ 123.78	\$ 42.55	\$ 37.13	\$ 79.68
Clips & Closures (lbs.)			0.7	0.0				\$ 123.60	\$ 3.09	\$ 0.95	\$ 4.04
Rect Ftg (lbs.)	16.0		12.9	1.6				\$ 123.77	\$ 198.03	\$ 17.42	\$ 215.45
Rect Straight (lbs.)	72.0		61.2	7.2				\$ 123.77	\$ 891.14	\$ 82.62	\$ 973.76
Spiral Ftg (lbs.)	95.0		80.8	3.8				\$ 123.77	\$ 470.33	\$ 109.08	\$ 579.41
Duct Sealing			183.0					\$ -	\$ -	\$ 10.98	\$ 10.98
Sheet Metal Shop Parts and Supplies								\$ -	\$ -	\$ 55.90	\$ 55.90
Sheet Metal LBS:		183	183								
Sheet Metal Logistics / Mat'l Delivery		# of Trips		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	RENTAL \$	TOTAL \$
Sheet Metal Shop Totals:				14.1	0.0	0.0	0.0		\$ 1,605.14	\$ 314.08	\$ 1,919.22
SHEET METAL - FIELD INSTALL		UNITS		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Re-detailing				4.0				\$ 129.59	\$ 518.36		\$ 518.36
Spiral Duct				16.0				\$ 123.77	\$ 1,980.32	\$ 800.00	\$ 2,780.32
Field Consumables	0%									\$ 12.00	\$ 12.00
Field General Superintendent	10%			2.0	0.0	0.0	0.0	\$ 129.59	\$ 259.18		\$ 259.18
Sheet Metal Field Totals:				24.0	0.0	0.0	0.0		\$ 2,757.86	\$ 812.00	\$ 3,569.86

DOCUMENT E

EWP #: 13.2

Extra Work Proposal Breakdown

Job #: 60040689



Job Name: Rose Ave ES

Date: 8/2/2023

SHEET METAL - SHOP FAB		Gross	Net	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Hangers/Supports (lbs.)			27.5	0.3				\$ 123.77	\$ 42.47	\$ 37.06	\$ 79.53
Clips & Closures (lbs.)			0.7	0.0				\$ 123.67	\$ 3.18	\$ 0.97	\$ 4.15
Rect Ftg (lbs.)	16.0		12.9	1.6				\$ 123.77	\$ 198.03	\$ 17.39	\$ 215.42
Spiral Ftg (lbs.)	72.0		61.2	7.2				\$ 123.77	\$ 891.14	\$ 82.62	\$ 973.76
Spiral Straight (lbs.)	95.0		80.8	3.8				\$ 123.77	\$ 470.33	\$ 109.01	\$ 579.34
Duct Sealing			183.0					\$ -		\$ 10.98	\$ 10.98
Sheet Metal Shop Parts and Supplies	3%							\$ -		\$ 55.90	\$ 55.90
<b>Sheet Metal LBS:</b>		<b>183</b>	<b>183</b>								
Sheet Metal Logistics / Mat'l Delivery		# of Trips		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	RENTAL \$	TOTAL \$
Loading				0.3				\$ 115.61	\$ 35.26		\$ 35.26
Driving				0.2				\$ 115.61	\$ 28.21		\$ 28.21
Unloading				0.6				\$ 115.61	\$ 70.52		\$ 70.52
<b>Sheet Metal Shop Totals:</b>				<b>14.1</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		<b>\$ 1,739.14</b>	<b>\$ 313.93</b>	<b>\$ 2,053.07</b>
SHEET METAL - FIELD INSTALL		UNITS		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Meetings				2.0				\$ 129.59	\$ 259.18		\$ 259.18
Re-detailing				8.0				\$ 127.17	\$ 1,017.36		\$ 1,017.36
Material Handling	3.0%			2.0				\$ 123.77	\$ 247.54		\$ 247.54
Additional Scope - Layout				2.0				\$ 123.77	\$ 247.54		\$ 247.54
Spiral Duct	183.0			22.9				\$ 123.77	\$ 2,831.24	\$ -	\$ 2,831.24
Revisiting detailing and coordination due to design mods	1.0			20.0				\$ 126.11	\$ 2,522.20		\$ 2,522.20
Material	1.0			16.0				\$ 123.77	\$ 1,980.32	\$ 550.00	\$ 2,530.32
Equipment Installation (See attached breakdown)				0.0	0.0	0.0	0.0	\$ -	\$ -	\$ 250.00	\$ 250.00
Field Consumables	2%									\$ 12.00	\$ 12.00
Superintendent	10%			7.0	0.0	0.0	0.0	\$ 129.59	\$ 907.13		\$ 907.13
<b>Sheet Metal Field Totals:</b>				<b>79.9</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		<b>\$ 10,012.51</b>	<b>\$ 812.00</b>	<b>\$ 10,824.51</b>
<b>OVERALL TOTALS:</b>				<b>94.00</b>					<b>\$ 11,751.65</b>	<b>\$ 1,125.93</b>	<b>\$ 12,877.58</b>



Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 106  
 Date: 8-17-2023

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

Revise & Re-Submit  
 - Refer to MEOR response  
 - See additional comments

The Contract is changed as follows:

Ref. Cost Event #204 / RFI 069 Bldg A - Missing CFM Tags for HVAC Balancing  Provide labor, equipment and materials to install added duct and supply diffusers for added gravity vents per RFI 069.	\$ 15,825.14
---	--------------

MEOR response:  
 "Still, for a simple task of an 8" and a 10" relief ducts roughly 8' long and a 12" outside air duct extension 20' long in building A, I don't see more than 8 hours labor for each or 24 hours total instead of claimed 80 hours."

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Flamills      By: \_\_\_\_\_      By: \_\_\_\_\_

Date: 8/17/23      Date: /      Date: \_\_\_\_\_

OWNER - Oxnard School District

By : \_\_\_\_\_ Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-17-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	204
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #204 / CDR 106 - RFI 069 Bldg A - Missing CFM Tags for HVAC Balancing

Provide labor, equipment and materials to install added duct and supply diffusers for added gravity vents per RFI 069.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Smith MEP	\$	15,825.14	
		<b>Subtotal B: \$</b>	<b>15,825.14</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>	<b>\$</b>	<b>-</b>	<b>0.0%</b>
		<b>Subtotal E: \$</b>	<b>-</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>15,825.14</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 Print Name & Title (General Contractor)

  
 Signature 2023-08-17  
 Date

# DOCUMENT A

## Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 8/2/2023

Job Name : Rose Ave ES

Extra Work Proposal # : 13.2

Description of work: RFI Resp. 069 Added Ductwork

Please see attached

### Pricing Breakdown:

Remove Project Support

Sheet Metal-Shop		\$	2,053.07
Sheet Metal-Field		\$	10,824.51
<del>Project Support</del>		<del>\$</del>	<del>450.00</del>
Sales Tax	9.25%	\$	104.15
Warranty Reserve (Direct Cost + Subs)	2.00%	\$	268.63
<b>TOTAL COST</b>		<b>\$</b>	<b>13,700.36</b>
+ Overhead	10%	\$	1,370.04
+ Fee	5%	\$	753.52
<b>Total Extra Work Proposal Price</b>		<b>\$</b>	<b>15,825.14</b>

Time extension required because of labor added by this change is 10.0 workdays

This proposal includes 80 straight time field hours, - overtime field hours,  
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: X Waiting for authorization: \_\_\_\_\_

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: Joel Cerda

Date: 8/2/2023

Project Manager

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Signature

## Table of Contents

<b>Job #:</b> 60040689	<b>EWP Date:</b>	8/2/2023
<b>Job Name:</b> Rose Ave ES	<b>EWP #:</b>	13.2
<b>EWP Description:</b> RFI Resp. 069 Added Ductwork		

**Document A:** Summary

**Document B:** Table of Contents

**Document C:** Entitlement Statement

**Document D:** Narrative of Change Scope of Work

**Document E:** Labor and Material Breakdown

**Document F:** Original vs Revised Layout (Sheet M2311-A)

**Document G:** RFI Response #069 for reference

## Entitlement Statement

<b>Job #:</b> 60040689	<b>EWP Date:</b> 8/2/2023
<b>Job Name:</b> Rose Ave ES	<b>EWP #:</b> 13.2
<b>EWP Description:</b> RFI Resp. 069 Added Ductwork	

Smith MEP submitted an RFI (#010) on 1/3/22 stating that on Sheet M2311R-A there were multiple diffusers missing CMF information. This information is required for HVAC Air Balancing and Testing.

Balfour Beatty submitted our question in Procore formally as RFI #069 on 1/3/22.

On 1/7/22 Roshanian & Associates provided an official response to RFI #069 by providing a updated drawing of Sheet M2311-A. This revised drawings added the missing CMF callouts but also made several changes to the duct layout that was originally shown.

## Narrative of Changed Scope

**Job #:** 60040689

**EWP Date:** 8/2/2023

**Job Name:** Rose Ave ES

**EWP #:** 13.2

**EWP Description:** RFI Resp. 069 Added Ductwork

NOTE: Scope listed below is itemized by number. These numbers correlate with DOCUMENT F numbered changes.

- 1 Includes added 8" round duct and new supply diffuser for added GV (GV installation and cost included in COR #012)
  
- 2 Includes added 10" round duct and new supply diffuser for added GV (GV installation and cost included in COR #012)
  
- 3 Includes added 12" round duct and associated transitions and fittings not previously shown

Includes associated sheet metal fabrication, delivery and material handling, bracing and testing

DOCUMENT E

EWP #: 13.2

Extra Work Proposal Breakdown

Job #: 60040689



Job Name: Rose Ave ES

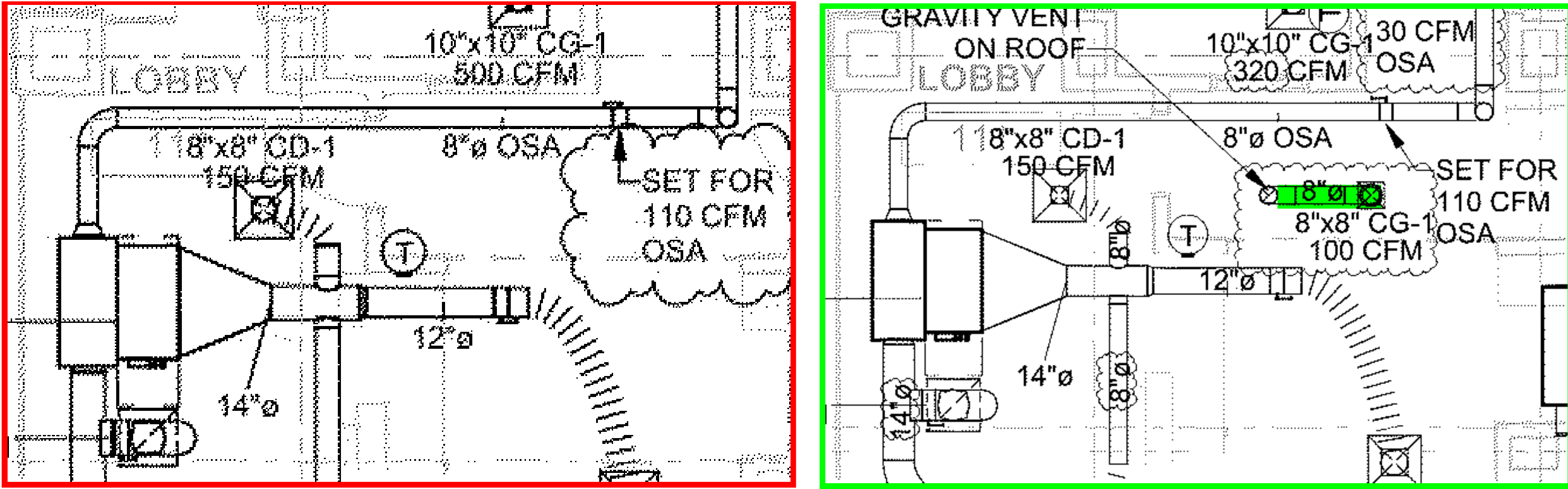
Date: 8/2/2023

SHEET METAL - SHOP FAB		Gross	Net	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Hangers/Supports (lbs.)			27.5	0.3				\$ 123.77	\$ 42.47	\$ 37.06	\$ 79.53
Clips & Closures (lbs.)			0.7	0.0				\$ 123.67	\$ 3.18	\$ 0.97	\$ 4.15
Rect Ftg (lbs.)		16.0	12.9	1.6				\$ 123.77	\$ 198.03	\$ 17.39	\$ 215.42
Spiral Ftg (lbs.)		72.0	61.2	7.2				\$ 123.77	\$ 891.14	\$ 82.62	\$ 973.76
Spiral Straight (lbs.)		95.0	80.8	3.8				\$ 123.77	\$ 470.33	\$ 109.01	\$ 579.34
Duct Sealing			183.0					\$ -	\$ -	\$ 10.98	\$ 10.98
Sheet Metal Shop Parts and Supplies		3%						\$ -	\$ -	\$ 55.90	\$ 55.90
<b>Sheet Metal LBS:</b>		<b>183</b>	<b>183</b>								
Sheet Metal Logistics / Mat'l Delivery		# of Trips		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	RENTAL \$	TOTAL \$
Loading				0.3				\$ 115.61	\$ 35.26	\$ -	\$ 35.26
Driving				0.2				\$ 115.61	\$ 28.21	\$ -	\$ 28.21
Unloading				0.6				\$ 115.61	\$ 70.52	\$ -	\$ 70.52
<b>Sheet Metal Shop Totals:</b>				<b>14.1</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		<b>\$ 1,739.14</b>	<b>\$ 313.93</b>	<b>\$ 2,053.07</b>
SHEET METAL - FIELD INSTALL		UNITS		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Meetings				2.0				\$ 129.59	\$ 259.18	\$ -	\$ 259.18
Re-detailing				8.0				\$ 127.17	\$ 1,017.36	\$ -	\$ 1,017.36
Material Handling		3.0%		2.0				\$ 123.77	\$ 247.54	\$ -	\$ 247.54
Additional Scope - Layout				2.0				\$ 123.77	\$ 247.54	\$ -	\$ 247.54
Spiral Duct		183.0		22.9				\$ 123.77	\$ 2,831.24	\$ -	\$ 2,831.24
Revisit detailing and coordination due to desgin mods		1.0		20.0				\$ 126.11	\$ 2,522.20	\$ -	\$ 2,522.20
Material		1.0		16.0				\$ 123.77	\$ 1,980.32	\$ 550.00	\$ 2,530.32
Equipment Installation (See attached breakdown)				0.0	0.0	0.0	0.0	\$ -	\$ -	\$ 250.00	\$ 250.00
Field Consumables		2%						\$ -	\$ -	\$ 12.00	\$ 12.00
Superintendent		10%		7.0	0.0	0.0	0.0	\$ 129.59	\$ 907.13	\$ -	\$ 907.13
<b>Sheet Metal Field Totals:</b>				<b>79.9</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		<b>\$ 10,012.51</b>	<b>\$ 812.00</b>	<b>\$ 10,824.51</b>
PROJECT SUPPORT				HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$		TOTAL \$
<del>Project Managers</del>				<del>3.0</del>				<del>\$ 150.00</del>	<del>\$ 450.00</del>	<del>\$ -</del>	<del>\$ 450.00</del>
<b>Project Support Totals:</b>				<b>3.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		<b>\$ 450.00</b>	<b>\$ -</b>	<b>\$ 450.00</b>
<b>OVERALL TOTALS:</b>				<b>97.00</b>					<b>\$ 12,201.65</b>	<b>\$ 1,125.93</b>	<b>\$ 13,327.58</b>

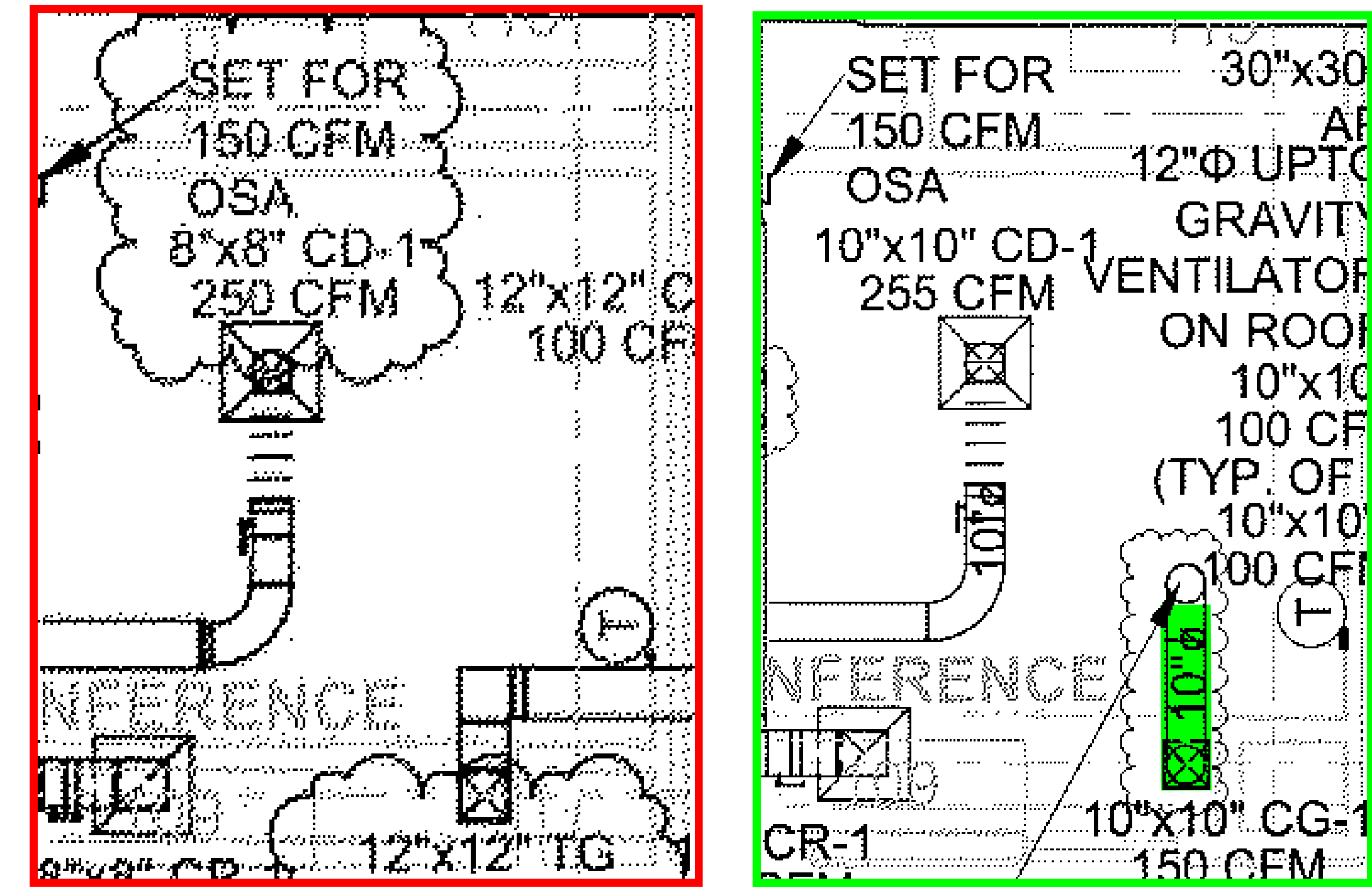
Remove Project Support Hours

Hours seem excessive for installation of (3) duct lines. Provide reasonable time. See MEOR response

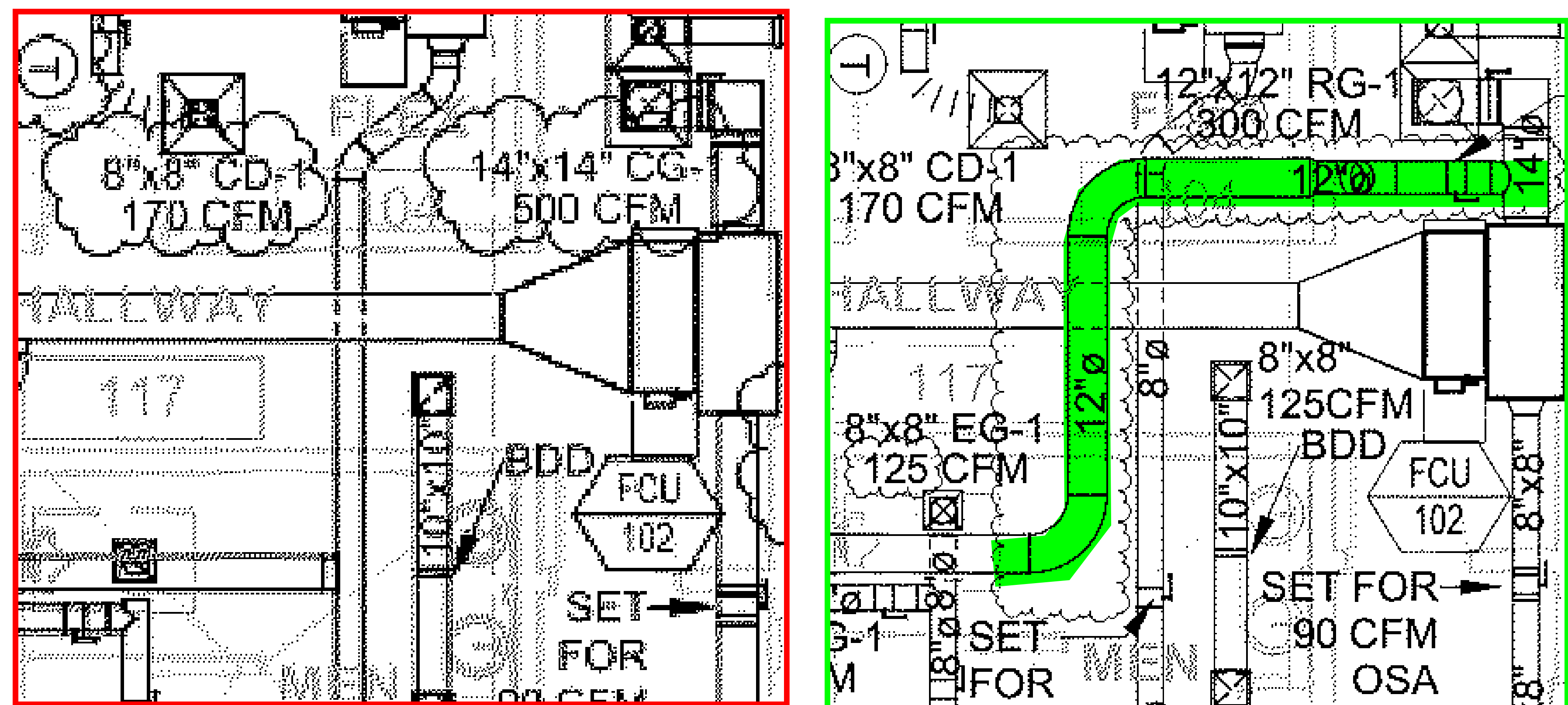
1. ORIGINAL (RED) VS REVISED (GREEN)



2. ORIGINAL (RED) VS REVISED (GREEN)



3. ORIGINAL (RED) VS REVISED (GREEN)







Balfour Beatty Construction, LLC  
13520 Evening Creek Drive North, Suite 270  
San Diego, California 92128  
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction  
220 South Driskill Street  
Oxnard, California 93030

## Bldg A - Missing CFM Tags for HVAC Balancing

<b>TO:</b>	Linda Iversen (IBI Group) Ruben Ruiz (IBI Group)	<b>FROM:</b>	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	01/03/2022	<b>STATUS:</b>	Closed on 01/07/22
<b>LOCATION:</b>	BUILDING A	<b>DUE DATE:</b>	01/10/2022
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	
<b>COST IMPACT:</b>		<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>	M2311-A	<b>REFERENCE:</b>	Smith RFI #10
<b>LINKED DRAWINGS:</b>	<a href="#">M1004</a> , <a href="#">M2311-A</a> , <a href="#">M2321-A</a>		
<b>RECEIVED FROM:</b>	Cody Scheidt (Smith Electric Service (Santa Maria))		

### COPIES TO:

Leon Cavallo (Balfour Beatty), Alex Garcia (Balfour Beatty), Ken Hinge (Kenco Construction Services), Linda Iversen (IBI Group), Janvi Kanani (IBI Group), Dennis Kuykendall (Balfour Beatty), Arega Mehrabian (IBI Group), Rick Ostrander (CFW, Inc.)

### Question from Filbert Carbajal (Balfour Beatty) at 11:29 AM on 01/03/2022

On sheet M2311R-A there is multiple diffusers that have no CFM call out for HVAC balancing. Please provide CFM callout for HVAC air balancing. See attached PDF showing diffusers in conflict.

Please advise.

#### Attachments:

[RFI#010 - Building A missing CFM tags for HVAC air balancing.pdf](#)

#### Official Response: Filbert Carbajal (Balfour Beatty) responded on Friday, January 7th, 2022 at 2:15PM PST

See the following revised sheet M2311-A, etc. with clouded areas for missing CFM's, etc.

Hooshang Mozaffari, RA  
January 03, 2022

#### Attachments:

[RFI 069 Bldg A Missing CFM-RA.pdf](#)

BY

DATE

COPIES TO



## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	8-18-2023
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	114
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Michael Brewer - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event #114 / CDR 108 - RFI 272 Exterior Canopy - Caissons and Grade Beam  Provide labor, equipment and materials to shift the exterior canopy column pair from Building B to avoid the grade beam at grid Gb per CCD 20.			
<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Inland Building (Equipment)	\$	706.86	
Inland Building (O&P @ 10%)	\$	70.69	
		<b>Subtotal B: \$</b>	<b>777.55</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D: \$</b>	-
<b>E. Bond at 1.5%</b>	<b>\$ 15.55</b>	<b>2.0%</b>	<b>Subtotal E: \$ 15.55</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>793.10</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)

Signature

2023-08-18

Date



### Change Request Cost Breakdown

Details	Qty.	Unit	Rate	Total
<b>Labor</b>				
Carpenter Foreman w/Truck		Hrs	\$103.30	\$0.00
Carpenter Foreman w/Truck O.T.		Hrs	\$138.22	\$0.00
Carpenter w/Truck		Hrs	\$99.13	\$0.00
Carpenter w/Truck O.T.		Hrs	\$131.97	\$0.00
Carpenter		Hrs	\$89.15	\$0.00
Carpenter O.T.		Hrs	\$118.68	\$0.00
	<b>Qty.</b>	<b>Unit</b>	<b>Rate</b>	<b>Total</b>
<b>Materials</b>				
Concrete		Cy	\$155.00	\$0.00
Concrete Shortload Charge		Ea	\$155.00	\$0.00
Concrete PW Contract Fee		Ea	\$2000.00	\$0.00
Fill Sand		Ton	\$26.78	\$0.00
Class II Agg. Base		Ton	\$35.87	\$0.00
CMB Agg. Base		Ton	\$32.56	\$0.00
10 Mil. Stego Vapor Barrier		Roll	\$930.00	\$0.00
15 Mil. Stego Vapor Barrier		Roll	\$1000.00	\$0.00
Vapor Barrier Tape		Roll	\$49.89	\$0.00
Vapor Barrier Mastic		Pail	\$172.87	\$0.00
6 Mil. Visqueen		Roll	\$200.00	\$0.00
10 Mil. Visqueen		Roll	\$308.82	\$0.00
Styrofoam Fill		Sheet		\$0.00
3/4" Formply		Sheet	\$78.26	\$0.00
2X Form Lumber		Bf	\$2.97	\$0.00
Masonite		Sheet	\$26.02	\$0.00
#8 Screws		Box	\$144.00	\$0.00
#10 Screws		Box	\$105.00	\$0.00
16 Duplex Nails		Box	\$59.98	\$0.00
8 Duplex Nails		Box	\$61.84	\$0.00
Const. Grout		Bag	\$24.88	\$0.00
High Strength Non-Shrink Grout		Bag	\$41.89	\$0.00
Ardex K-15		Bag	\$61.06	\$0.00
Ardex Primer		Gal	\$66.00	\$0.00
Ardex Feather Finish		Bag	\$50.79	\$0.00
Rapid Set Wunderfixx		Bag	\$39.42	\$0.00
Masking Tape		Roll	\$10.65	\$0.00
Duct Tape		Roll	\$12.62	\$0.00
1/2"x 4" Felt		Lf	\$0.47	\$0.00
Felt Plastic A Cap		Lf	\$0.34	\$0.00
Hilti RE-500 Epoxy		Tube	\$72.00	\$0.00
Hilti HY 200 Epoxy		Tube	\$66.00	\$0.00
36" Metal Stake Rental		Ea	\$0.66	\$0.00
24" Metal Stake Rental		Ea	\$0.56	\$0.00
12" Metal Stake Rental		Ea	\$0.47	\$0.00
Snap Tie Jahn Bracket Rental		Ea	\$0.67	\$0.00
Turn Buckle Form Aligner Rental		Ea	\$4.35	\$0.00
Snap Tie Wedge Rental		Ea	\$0.37	\$0.00
Rebar		Lf	\$0.93	\$0.00
FRP Class 'A'		Sheet	\$143.00	\$0.00
FRP Class 'C'		Sheet	\$44.00	\$0.00
FRP Trim		Ea	\$2.20	\$0.00
FRP Glue		Gal	\$24.94	\$0.00
Bead Chain		lf	\$0.47	\$0.00
Silicone 10 oz. tube		Ea	\$13.18	\$0.00
Fire Caulking 10 oz. tube		Ea	\$15.71	\$0.00





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285 Rutherford St.  
 Goleta, CA 93117  
 www.giffinequipment.com  
 805-967-6484 Phone  
 805-967-0814 Fax

Customer #: 17145

Inland Building Construction Co, Inc.

Phone 909-884-6276

323 South Sierra Way  
 San Bernardino, CA 92408

Status: Quote

Quote #: q16128-1

Quote To: Wed 4/12/2023 9:00AM

Operator: Fernando Moreno

Terms: NET 0

Sales Rep: Randy Dvorak sbsales@giffinrental.com

Qty	Key	Items	Days Out	Disc%	Quote Date	Price
1	10RFLT 8000	10000# 54' Reach Lift, SkyTrak 8' forks 1day \$400.00 1week \$1,300.00 4weeks \$3,200.00 Make: SkyTrak Model#: 10054 Serial#: 0160085129 Year: 2018	1		Thu 4/13/2023 9:00AM	\$400.00
2	Del/PU 13587	Delivery/Pickup	0			\$250.00

Quote valid for 30 days.

Quote

This is a Quote Only

Rental Retail	\$400.00
Sales Retail:	\$250.00
Subtotal:	\$650.00
ENV Fee:	\$24.00
Sales Tax:	\$32.86
<b>Total:</b>	<b>\$706.86</b>
<b>Paid:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$706.86</b>

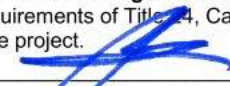
Signature:

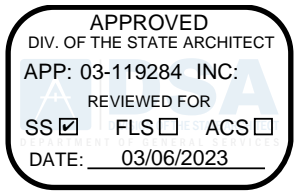
Inland Building Construction Co, Inc.

## APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. 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, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

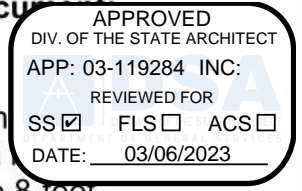
DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

<b>1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>)</b>				
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: 020	Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
<b>2. PROJECT INFORMATION:</b>				
School District/Owner: <u>Oxnard School District</u>			DSA File Number: <u>55 22</u>	
Project Name/School: <u>Rose Avenue K-5 School</u>			DSA Application Number <u>03 119284</u>	
<b>3. APPLICANT INFORMATION:</b>				
Date Submitted: <u>03/01/23</u>		Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? <u>6</u>		
Firm Name: <u>IBI Group, a California Partnership</u>		Contact Name: <u>Ruben Ruiz</u>		
Work Email: <u>ruben.ruiz@ibigroup.com</u>		Work Phone: <u>(805) 546-0433</u>		
Firm Address: <u>4119 Broad Street, Suite 210</u>		City: <u>San Luis Obispo</u>	State: <u>Ca</u>	Zip Code: <u>93405</u>
<b>4. REASON FOR SUBMITTAL: (Check applicable boxes)</b>				
<input type="checkbox"/> For revision or addendum prior to construction.			<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification or a 90-Day Letter issued.				
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.				
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).				
<b>5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:</b>				
Name of the Design Professional in General Responsible Charge: <u>Richard Mello</u>				
Professional License Number: <u>C18079</u>			Discipline: <u>Architecture</u>	
<b>Design Professional in General Responsible Charge Statement:</b> The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.				
Signature:  _____ DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE				
<b>6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:</b>				
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form DSA 1: Application for Approval of Plans and Specifications for this project. (For Deferred Submittals, refer to IR A-18: Use of Construction Documents Prepared by Other Professionals, and IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents, when applicable, for signature and seal requirements.)				
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): <u>See attached description, next page</u>				
List of DSA-approved drawings affected by this post-approval document: <u>13/S1101, 33/S1101, 52/S1101</u>				

DSA USE ONLY		
SSS <u>LZ</u> Date <u>3/6/2023</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____  FLS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required Comments: _____  ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required Comments: _____	<b>Returned</b> Date: _____  By: _____	<b>DSA STAMP</b> 



**Provide a brief description of construction scope for this post-approval document.**

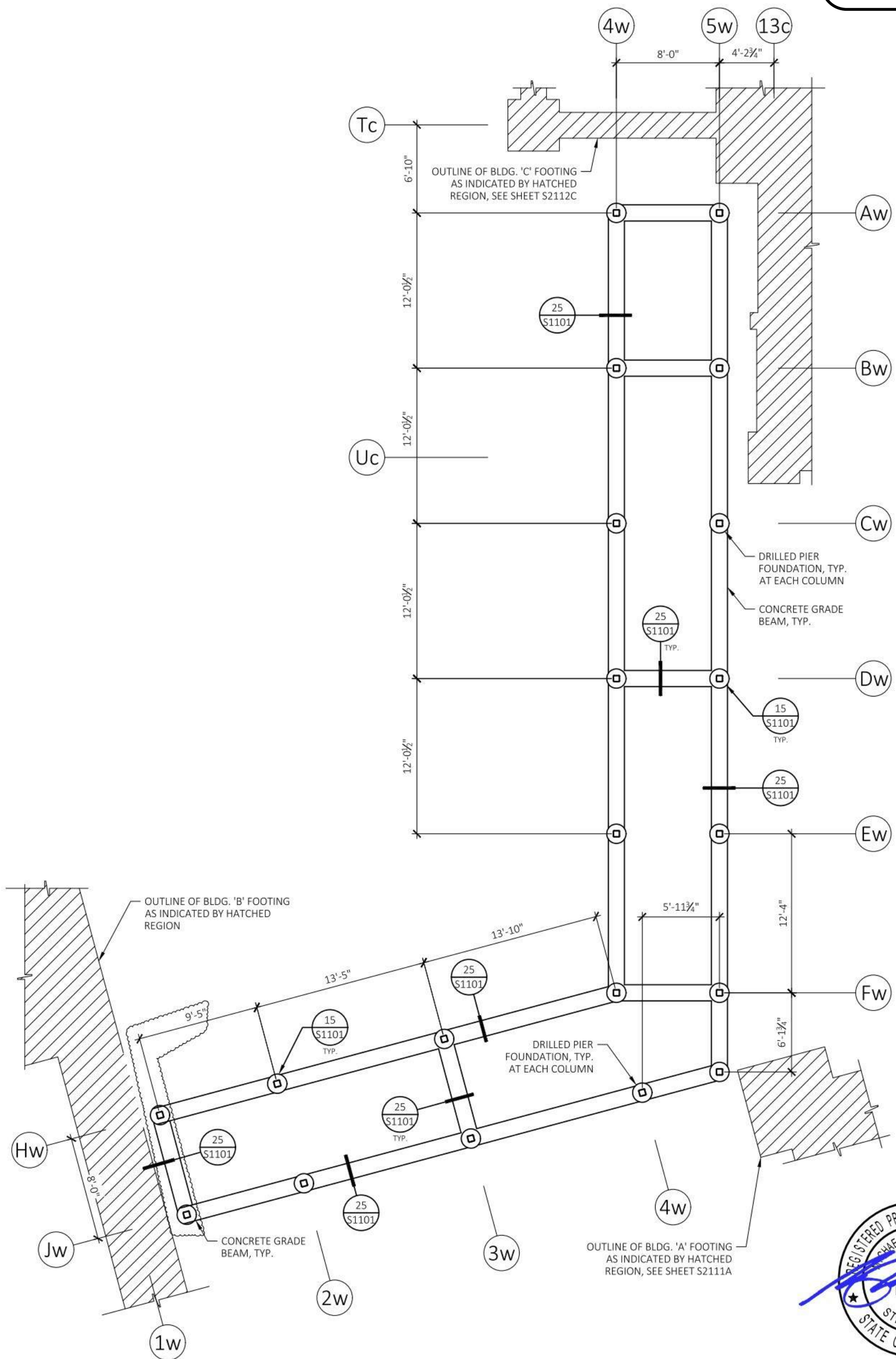


**Description:**

During construction of the walkway cover it was determined that the pair of columns were in conflict with the grade beam at grid Gb. In order to avoid the grade beam we shifted the column pair 4-feet from the building. This increases the roof cantilever to 8-feet.

The grade between Building B and C varies 12". When the columns were fabricated the lower building elevation was used as a datum instead of varying the columns with the grade elevation. This results in a shorter column at the higher building elevation. In order to gain more clear height between the flatwork and steel it is proposed to add a 12" welded extension to the top of the columns.

APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 03/06/2023

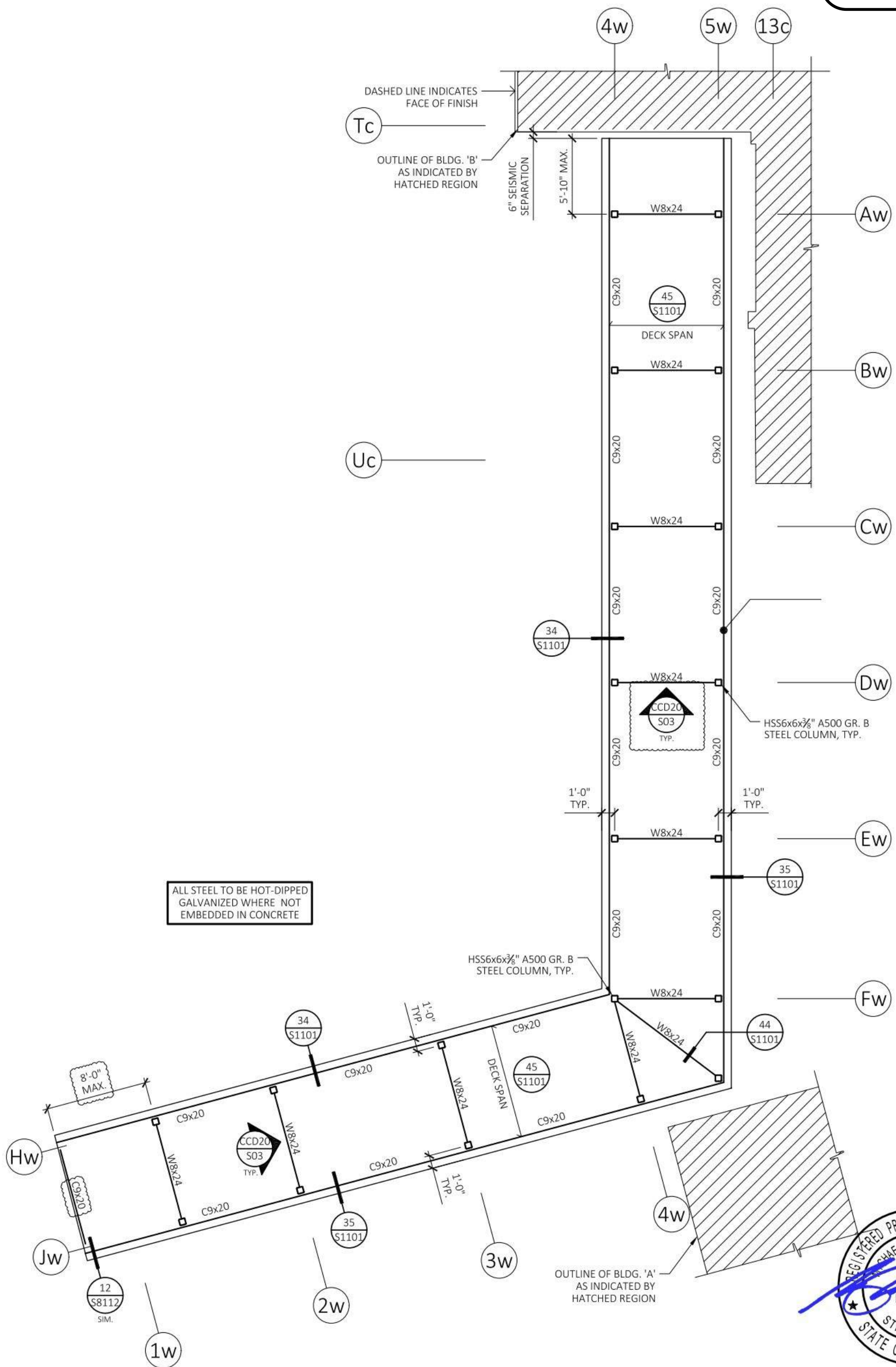


DATE SIGNED:  
 02.10.23



<b>EXTERIOR CANOPY FOUNDATION PLAN</b>			
<b>ROSE AVENUE K-5 SCHOOL</b>			DATE 02/10/23
<b>OXNARD SCHOOL DISTRICT</b>			
PROJECT NO. 109990	DSA FILE NO. 56-22	DATE 03-119284	OXNARD CA REFERENCE SHEET NO. 13/S1101
			<b>CCD20</b> <b>S01</b> 1338

APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 03/06/2023



ALL STEEL TO BE HOT-DIPPED GALVANIZED WHERE NOT EMBEDDED IN CONCRETE

REGISTERED PROFESSIONAL ENGINEER  
 MICHAEL E. PAROLINI  
 No. 5405  
 STRUCTURAL  
 STATE OF CALIFORNIA

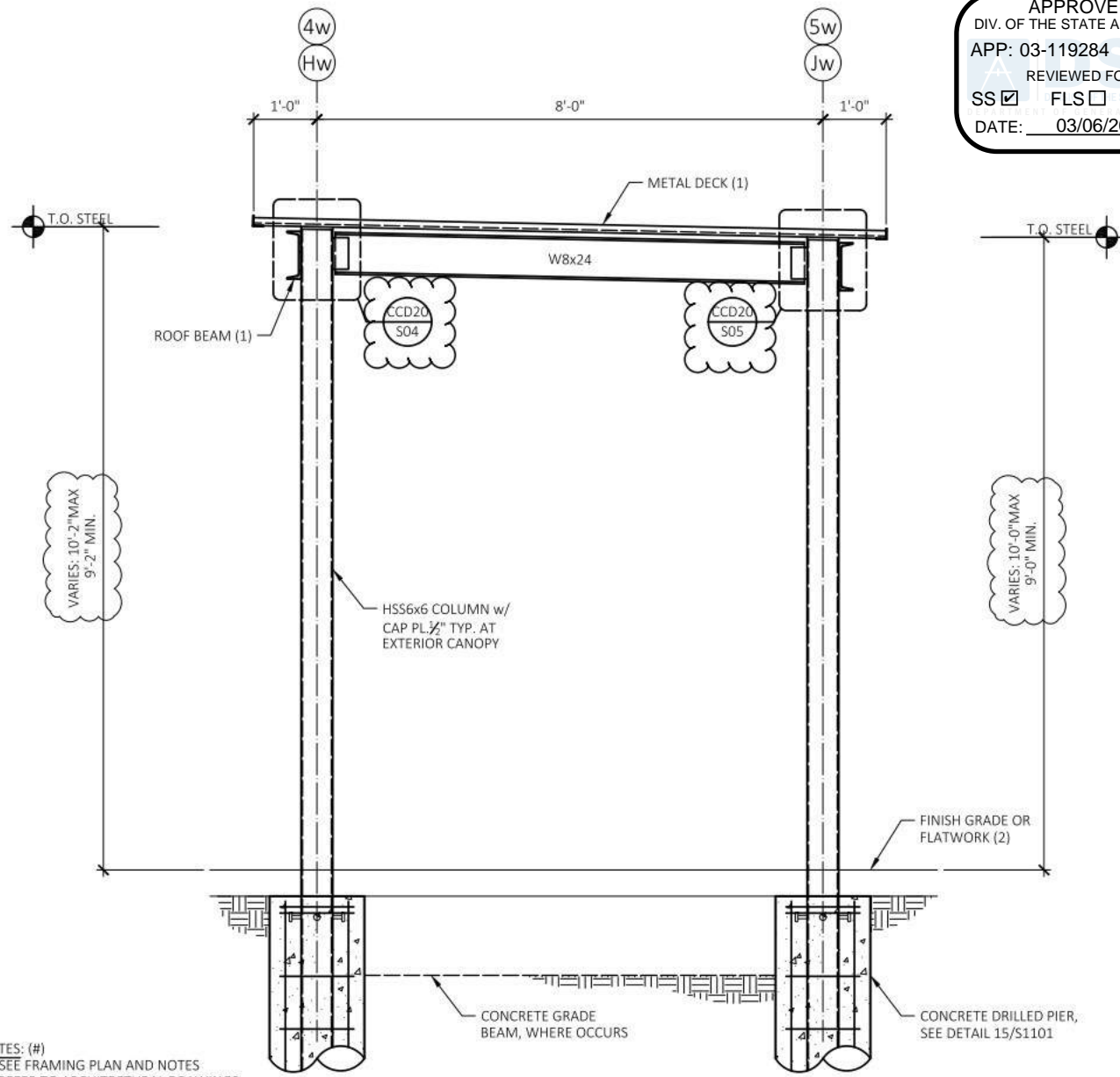
DATE SIGNED:  
 02.10.23

**IBI**  
 ARCHITECTURE PLANNING  
 Los Angeles  
 537 South Broadway, Suite 500  
 Los Angeles, California 90013

LICENSURE ARCHITECT  
 RICHARD MELLO  
 NO. C-18079  
 REN 10/23  
 STATE OF CALIFORNIA

<b>EXTERIOR CANOPY ROOF FRAMING PLAN</b>			DATE 02/10/23
<b>ROSE AVENUE K-5 SCHOOL</b>			OXNARD CA
<b>OXNARD SCHOOL DISTRICT</b>			
PROJECT NO. 109990	DSA FILE NO. 56-22	DATE 03-119284	REFERENCE SHEET NO. 33/S1101
			<b>CCD20 S02</b>

APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 03/06/2023



NOTES: (#)  
 1. SEE FRAMING PLAN AND NOTES  
 2. REFER TO ARCHITECTURAL DRAWINGS



DATE SIGNED:  
 02.10.23

**IBI**  
 ARCHITECTURE PLANNING  
 Los Angeles  
 537 South Broadway, Suite 500  
 Los Angeles, CA 90013  
 213.769.0011 fax: 213.769.0016



**EXTERIOR CANOPY SECTION**

**ROSE AVENUE K-5 SCHOOL**  
**OXNARD SCHOOL DISTRICT**

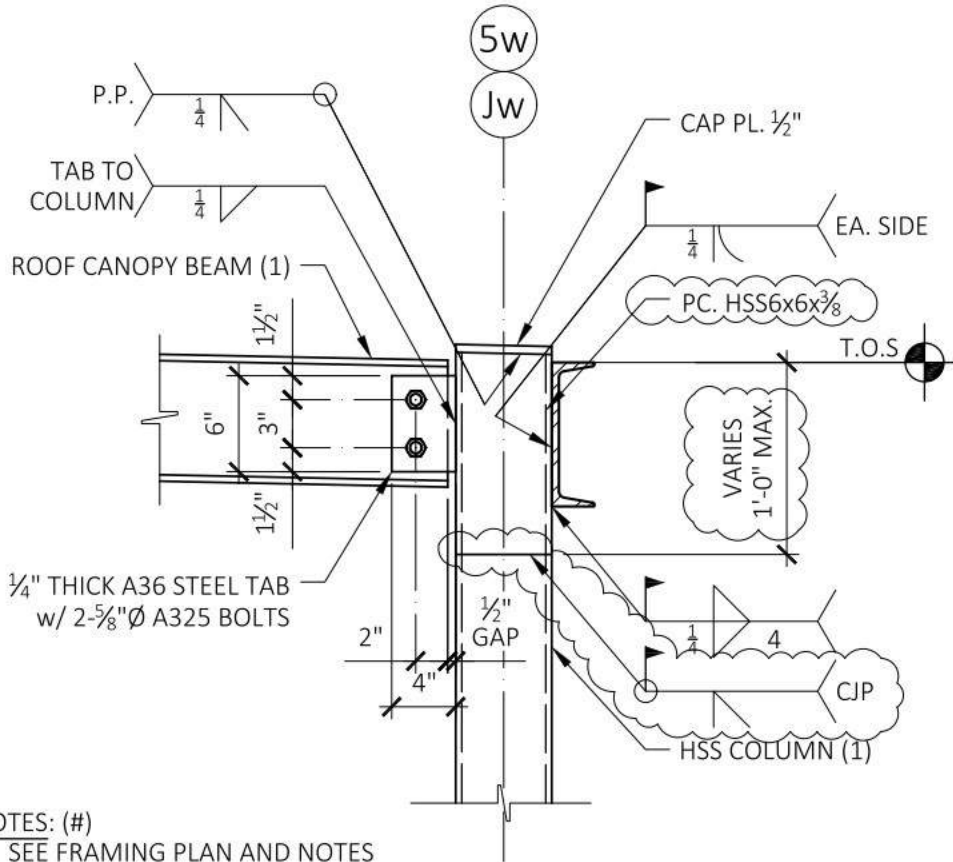
DATE  
 02/10/23

PROJECT NO. 109990  
 DSA FILE NO. 56-22  
 DSA APP. NO. 03-119284

OXNARD  
 CA  
 REFERENCE SHEET NO.  
 52/S1101

**CCD20**  
**S03**  
**1340**

APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 03/06/2023



- NOTES: (#)  
 1. SEE FRAMING PLAN AND NOTES  
 2. METAL DECK NOT SHOWN FOR CLARITY



DATE SIGNED:  
 02.10.23

**IBI**  
 ARCHITECTURE PLANNING  
 Los Angeles  
 537 South Broadway, Suite 500  
 Los Angeles, CA 90013  
 213.769.0011 fax: 213.769.0016



**EXTERIOR CANOPY FRAMING**

**ROSE AVENUE K-5 SCHOOL**

DATE  
 02/10/23

**OXNARD SCHOOL DISTRICT**

OXNARD  
 CA

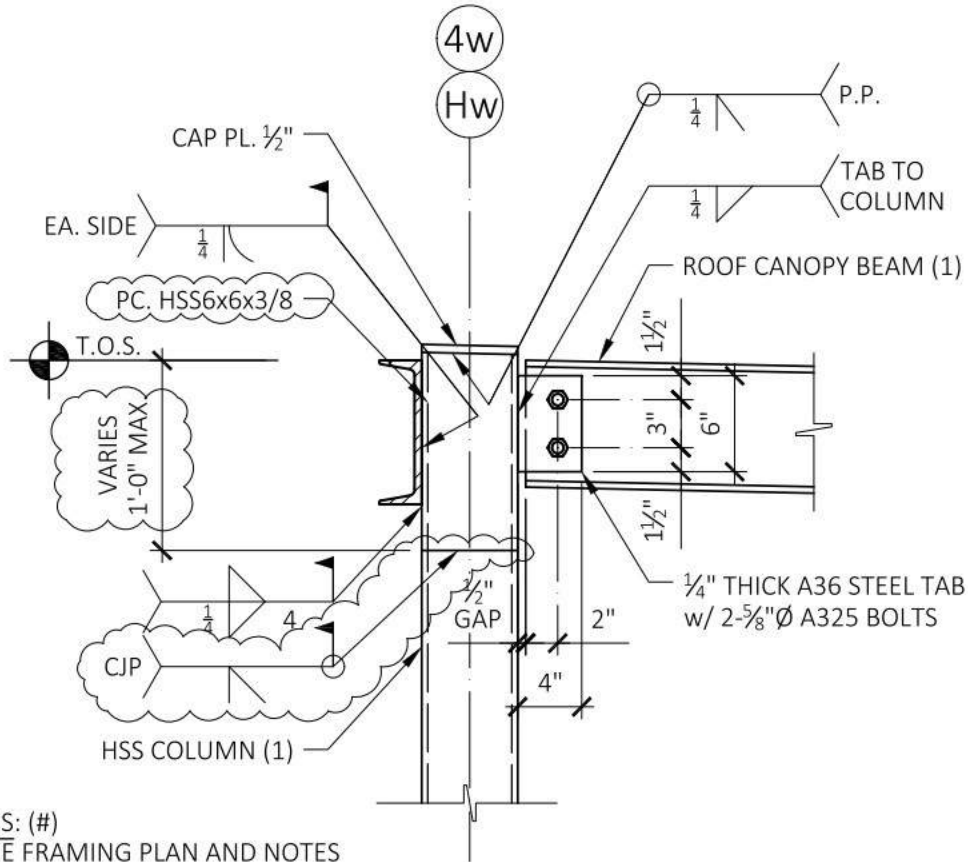
**CCD20  
 S04**

PROJECT NO. 109990  
 DSA FILE NO. 56-22  
 DSA APP. NO. 03-119284

REFERENCE SHEET NO.  
 53/S1101

**1341**

APPROVED  
 DIV. OF THE STATE ARCHITECT  
 APP: 03-119284 INC:  
 REVIEWED FOR  
 SS  FLS  ACS   
 DATE: 03/06/2023



- NOTES: (#)  
 1. SEE FRAMING PLAN AND NOTES  
 2. METAL DECK NOT SHOWN FOR CLARITY



DATE SIGNED:  
 02.10.23

**IBI**  
 ARCHITECTURE PLANNING  
 Los Angeles  
 537 South Broadway, Suite 500  
 Los Angeles, CA 90013  
 213.769.0011 fax: 213.769.0016



**EXTERIOR CANOPY FRAMING**

**ROSE AVENUE K-5 SCHOOL**  
**OXNARD SCHOOL DISTRICT**

DATE  
 02/10/23

PROJECT NO.  
 109990

DSA FILE NO.  
 DSA APP. NO.

56-22  
 03-119284

OXNARD  
 CA

REFERENCE SHEET NO.  
 63/S1101

**CCD20**  
**S05**

**1342**

**Contingency**  
**Draw**  
**Request (CDR)**

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

**CONTINGENCY DRAW REQUEST**

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 145 R1  
 Date: 2-5-2024

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 271 - CDR 145 R1 - CCD 25 Bldg C Media Center Beam Detector  Provide labor, material, and equipment to install a beam detector in lieu of reconfiguring the smoke detector locations in the Bldg C Media Center in order to meet required spacing per CCD 25.	\$ 6,085.00
---	-------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

**NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR**

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>Rafael Ramirez</u>	By: <u>[Signature]</u>	By: _____
Date: <u>2024-02-05</u>	Date: <u>03/15/2024</u>	Date: _____

OWNER - Oxnard School District                      By : \_\_\_\_\_                      Date: \_\_\_\_\_

## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-5-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	271
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 271 - CDR 145 R1 - CCD 25 Bldg C Media Center Beam Detector

Provide labor, material, and equipment to install a beam detector in lieu of reconfiguring the smoke detector locations in the Bldg C Media Center in order to meet required spacing per CCD 25.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Taft Electric (Labor)	\$	1,840.94	
Taft Electric (Material)	\$	385.20	
Taft Electric (Subcontractor)	\$	3,528.00	
Taft Electric (Direct Job Expenses)	\$	330.86	
		<b>Subtotal B: \$</b>	6,085.00
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b>			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.5%</b>		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>6,085.00</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2024-02-05

Date





## CHANGE ORDER REQUEST

### COR #030 CCD-025 CE#271 Added Beam Detector

**To:** Raphael Alamillo Project Manager  
 Balfour Betty  
 300 E. Esplanade Drive #1120  
 Oxnard, CA 93036

**From:** Tim Harris Project Manager  
**Phone:** (805) 320-1623  
**Email:** [tharris@taftelectric.com](mailto:tharris@taftelectric.com)

**Phone:** (805) 206-8614  
**Email:** [RALamillo@balfourbettyus.com](mailto:RALamillo@balfourbettyus.com)  
**CC:**

**Date Issued:** 12/8/23

<b>Requested Amount:</b>	<b>\$</b>	<b>\$6,085.</b>
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The change in scope for the amount requested above is as follows:

**COR #030 REV1 After further review of the returned COR there is more cost associated with this change.**

**Per CCD-025 added a beam detector in the media center.**

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

This proposal supersedes all previously submitted proposals relating to this same work. Any work from other trades that is required to complete this work is not included as a part of this proposal.

Unless otherwise indicated, this proposal is valid for 30 calendar days from the above date of issuance. Taft Electric reserves the right to revise or amend this proposal should approval or direction to proceed take longer than 30 calendar days.

**EXCLUSIONS:**

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.
4. Any and all parts and labor not specifically listed above or within.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.

Submitted By:

Approved By:

\_\_\_\_\_  
 Tim Harris  
 Project Manager  
 Taft Electric Company  
Date

\_\_\_\_\_  
 Raphael Allamillo  
 Project Manager  
 Balfour Betty Corporation  
Date





**Job ID:** 20-2338 ROSE AVE  
**Project:** Rose Ave COR's



**Takeoff**

**Vendor:** COST **Labor Level:** LABOR 3 **4 Feb 2024 11:45:19**

**Region:** COR-030 BEAM DETECTORS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
TITLE	50.00		M		3/4 EMT EMPTY CONCEALED MTL-STD	0.0000	0.00
10047	50.00	FT	M	3/4	EMT	1.7750	88.75
30139	5.00	EA	M	3/4	EMT STEEL-COMP COUPLING	1.8326	9.16
30219	6.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	1.5882	9.53
630065	6.00	EA	M	3/4	COND PUSH-IN HGR TO SCREW-ON STUD-WALL	2.3266	13.96
160575	12.00	EA	M	#10 x 1"	TEK SCREW	0.0224	0.27
150016	4.00	EA	M	1-1/2"D 21.0-CI	4"SQ CMB- KO W - BRKT	10.0388	40.16
160805	8.00	EA	M	3/4	EMT 1-HOLE STEEL STRAP	0.8119	6.50
90122	100.00	FT	M	18/4	FIRE ALARM CABLE	0.3460	34.60
50002	80.00	FT	M	3/4	FLEXIBLE STEEL CONDUIT	1.0770	86.16
<b>Phase Totals:</b>							<b>289.08</b>
<b>Job Totals:</b>							<b>289.08</b>



West Agoura Road, Suite 102-537 26500  
 Calabasas, Ca. 91302  
 Ph: 888-435-4884

C10 #1053514

**CUSTOMER:** TAFT ELECTRIC  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
**PROJECT:** ROSE AVE E.S.  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_

WORK ORDER #: COR#03  
 RFI# \_\_\_\_\_  
 CONTACT: TIM HARRIS  
 EMAIL: \_\_\_\_\_  
 DATE: Dec 5, 2023

**DESCRIPTION:**

SCOPE: Additional beam detector per CCD#025  
 Part # Notifier FS-OSI-RI

**LABOR COSTS:**

ENGINEERING	2 HRS.	@ \$150.00 /HOUR	\$300.00
PROGRAMMING	4 HRS.	@ \$125.00 /HOUR	\$500.00
<b>TOTAL LABOR COST</b>			<b>\$800.00</b>

**MATERIAL COST:**

QTY	DESCRIPTION	UNIT	AMOUNT
1	Notifier FS-OSI-RI		\$2,150.00
TOTAL MATERIAL COST			\$2,150.00
FREIGHT			\$188.13
SALES TAX 9.50%			\$222.12
<b>TOTAL MATERIAL COST</b>			<b>\$2,560.25</b>

<b>TOTAL</b>		SUB TOTAL	\$3,360.25
<b>TOTAL</b>			<b>\$3,360.25</b>

**EXCLUSIONS**

Installation of all Infrastructure and Devices  
 All Plan Check Fees and Permit Fees  
 Equipment delivery time is subject to Manufacturer delivery schedule

APPROVED BY: _____	CUST. PO# _____
TITLE: _____	DATE: _____

## FS-OSI-RI

FS-OSI-RI Single-ended beam smoke detector: Addressable: reflected type design

MSRP: USD \$2,150.00

Freight charge USD \$188.13

TAX: USD \$222.12

**TOTAL: USD \$2,560.25**



### OVERVIEW

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#### Product Description

NOTIFIER's FS-OSI-RI intelligent addressable reflector-type linear optical beam smoke detector is uniquely suited for protecting large open areas with high ceilings, where spot-type smoke detectors are difficult to install and maintain. Ideal applicatio"

---

✓ 1 Available on 22-FEB-2024

Product Availability is estimated on current stock level, which may be different at time of order processing. No reservation has been performed at this time. Delivery Dates will be advised after order is processed.

## SPECIFICATIONS

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Maximum Operating Voltage	32voltage direct current
Minimum Operating Humidity	0Percentage
Alarm Current	22milliampere
Maximum Beam Distance	100metre; 328foot
Maximum Operating Humidity	95Percentage
Maximum Standby Current	13 mA @ 32voltage direct current; 20 mA @ 15voltage direct current; 14 mA @ 24voltage direct current
Maximum Alarm Current	22milliampere

## RESOURCES

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Name	URL
FS-OSI-RI Intelligent Beam Detector Engineering Spec	<a href="#">Download</a>
FS-OSI-RI Intelligent Beam Detector Engineering Spec	<a href="#">Download</a>
FS-OSI-RI and FS-OSI-RIA Intelligent Single-ended Reflective Imaging Beam Smoke Detector Data Sheet	<a href="#">Download</a>
Aspirating Smoke Detection Sell Sheet-Sell Sheet	<a href="#">Download</a>
Aspirating Smoke Detection Sell Sheet - Notifier	<a href="#">Download</a>
FS-OSI-RI Intelligent Beam Engineering Specifications	<a href="#">Download</a>
FS-OSI-RI Intelligent Beam Engineering Specifications	<a href="#">Download</a>
FS-OSI-RI - FlashScan OSID-R Sales Data Sheet	<a href="#">Download</a>

## TRAINING

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Name	Price	Action
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## CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	1-31-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	286
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 286 - CDR 147 R1 - RFI 527 Bldg A Doors 111A & 117 - Door Pulls

Provide labor, material, and equipment to install Ives VR910-NL Vandal Trim in lieu of Ives 8190HD at doors 111A and 117 to achieve the doors to completely open at a 90 degree angle per RFI 527.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A:</b>	<b>\$ -</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Elite Glass (Material)	\$	436.48	
Elite Glass (Labor)	\$	460.24	
Elite Glass (O&P @ 15%)	\$	134.51	
		<b>Subtotal B:</b>	<b>\$ 1,031.23</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C:</b>	<b>\$ -</b>
<b>D. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1.5%</b>		<b>Subtotal E:</b>	<b>\$ 15.47</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>1,046.70</b>

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 Print Name & Title (General Contractor)

  
 Signature

2024-01-31  
 Date



**Glass Contractor**  
Commercial & Residential

9232 Bermudez Street •  
Pico Rivera, CA 90660 •  
Phone: 562) 699-9300 •  
Fax: 562) 692-6962 •  
Sales@eliteglassco.com •

**REVISED PROPOSED CHANGE ORDER**

PROJECT NAME: Rose Ave ES Reconstruction COP Quote NO.: 16560000-05\_r3  
 PROJECT LOCATION: 220 South Driskill St. Oxnard CA 93030 Reference N/A  
 Owner: \_\_\_\_\_ DATE: 1/30/2024  
 Project Manager/GC: Rafael Alamillo/Balfour Beatty Construction  
 DESCRIPTION OF CHANGE: Provide Price to replace the door handle of Door #s 111A & 117 on Building "A" per RFI #527.  
 REFERENCE: N/A  
 TIME ADJUSTMENT TO SCHEDULE: Additional \_\_\_\_\_ Calendar Days N/A

**ADDITIVE      DEDUCTIVE**

**A MATERIAL**

Description	Qty	Unit	Unit Rate	Total
Materials	1.00	LS	\$ 395.00	\$ 395.00
Sub-Total				\$ 395.00
Tax, CA			10.50%	\$ 41.48
Material - Total				\$ 436.48

**\$436.48      \$ -**

**B LABOR & EQUIPMENT**

Description	Qty	Unit	Unit Rate	Total
Glazier, Regular Hours (Minimum 4 hours)	4.00	MAN-HOURS	\$ 98.15	\$ 392.60
Employers Burden: Tax & Insurances				\$ 67.64
Labor - Total				\$ 460.24

**\$460.24      \$ -**

**C PICK-UP/DELIVERY**

Description	Qty	Unit	Unit Rate	Total
1. Transportation		LS		\$ -
Sub-Total				\$ -
Tax				\$ -
Total				\$ -

**\$0.00      \$ -**

**D 2nd TIER SUBCONTRACTOR**

Description	Qty	Unit	Unit Rate	Total
2nd Tier Subcontractor - Total				\$ -

**\$0.00      \$ -**

**D SUB-TOTAL (ADDITIVE)**

**\$ 896.72**

**E SUB-TOTAL (DEDUCTIVE)**

**\$ -**

**F Total Direct Cost (Line D + E)**

**\$ 896.72**

**G Mark-up (Overhead & Profit)**

15% **\$ 134.51**

**H Total Direct Costs + Mark-up (Line F + G)**

**\$ 1,031.22**

**I Payment & Performance Bond**

1.50% **\$ 15.47**

**K Total Change Request:**

**\$ 1,046.70**

Submitted by:  
ELITE GLASS ENTERPRISES, INC.

Approved By:

Signature: \_\_\_\_\_  
Name: **JIMMY GULAPA**  
Date: 1/30/2024

Signature: \_\_\_\_\_  
Name: **Rafael Alamillo**  
Date: \_\_\_\_\_



# Construction Hardware Co.

216 Pacific Street, Pomona, CA 91768-3216 Phone 909.594.9093  
Fax 909.595.8050

www.constructionhardwareco.com  
**Architectural Hardware, Doors and Frames**  
**Installation, Access Control, Custom Solutions**

**Quote# 58048**

## QUOTATION

**Issued To:**

**ELITE GLASS ENTERPRISE INC**

9232 BERMUDEZ ST

Pico Rivera, CA 90660

**Date:** 12/14/2023

**Ref#:** Rose ES

**Quote Requested By:** Jimmy Gulapa

**Job #:** 10888

**Salesperson:** David Wood

Quantity	Part #	Description	Price	Extended
2	VR910NL 630	LOCKSET	\$175.00	\$350.00
1	FREIGHT & HANDLING	PREPAY & ADD TO BE DETERMINED	\$45.00	\$45.00

**Notes:**

Job Name: Rose Ave ES Reconstruction

<b>Sub Total:</b>	\$395.00
<b>Tax:</b>	\$35.88
<b>Total Quote:</b>	<b>\$430.88</b>

**TERMS AND CONDITIONS:**

1. This proposal is void after 30 days from the submittal date
2. **Freight Not Included**
3. Payment Terms are Net 30 days from the date of invoice, no retention
4. This proposal supersedes all terms and conditions of Customer Purchase Orders issued against this proposal
5. All provisions and product specifications of this Proposal are material in nature and cannot be varied or substituted without written agreement
6. Material is subject to minimum 8-10 weeks lead time for delivery date after approval of final submittal(s)
7. Construction Hardware Co. invoices and change orders are not subject to owner's approval

Acceptance of Proposal: Upon signature, customer agrees to all terms, conditions and material as stated in this proposal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

<b>Contingency</b>	Owner	<input checked="" type="checkbox"/>	Oxnard School District
<b>Draw</b>	Architect	<input checked="" type="checkbox"/>	IBI Group
<b>Request (CDR)</b>	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Contingency Request #: 165  Date: 2-5-2024
--	--

TO: Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 263 - CDR 165 - RFI 511 Building B - Door Limit Switch Fly Fan Clarification  Provide labor, material and equipment to run the conduit inside the storefront mullion and header piece for the (2) storefronts at the Bldg B Service Line Area per RFI 511.1.	\$ 13,971.92
--	--------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
------------------------------	------------------------	------------------------------------

By: Rafael Flamilla      By: \_\_\_\_\_      By: \_\_\_\_\_

Date: 2024-02-05      Date: \_\_\_\_\_      Date: \_\_\_\_\_

OWNER - Oxnard School District      By: \_\_\_\_\_      Date: \_\_\_\_\_

# CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-5-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	263
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

**Description of Work:**

Ref. Cost Event 263 - CDR 165 - RFI 511 Building B - Door Limit Switch Fly Fan Clarification

Provide labor, material and equipment to run the conduit inside the storefront mullion and header piece for the (2) storefronts at the Bldg B Service Line Area per RFI 511.1.

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A: \$</b>	-
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
CAM Painting	\$	855.65	
Elite Glass	\$	2,732.49	
Southcoast Acoustical Interiors	\$	3,287.78	
Taft Electric	\$	7,096.00	
		<b>Subtotal B: \$</b>	<b>13,971.92</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C: \$</b>	-
<b>D. General Contractor's Overhead and Profit*</b> <span style="float: right;">* N/A for Contingency Draw Requests</span>			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	-
<b>E. Bond at 1.5%</b>			
		<b>Subtotal E: \$</b>	-
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>13,971.92</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 Print Name & Title (General Contractor)

  
 Signature

2024-02-05  
 Date



# CAM Painting, Inc.

License: 710805  
DIR: 1000000989

2/4/2024

Subject: **Change Order RFI 511 - INVOICE**

Project: Rose Ave ES Reconstruction.

Bid Package: Painting

Owner: Oxnard School District

Submitted To: Balfour Beauty

Rafael Alamillo

## Description of Work:

	Hourly Rate	Hours	Total	
Perform painting work per RFI 511	\$ 77.52	8	\$ 620.16	
			\$ 620.16	Total Labor

Material \$ 150.00

A) Total Labor + Materials = \$770.16

B) Bonds 1% = \$7.70

C = A+B = \$777.86

D = C\*10% = \$77.79

F = D+C = \$855.65

Grand Total: \$855.65

29 Hackamore Lane,  
Bell Canyon, CA 91307

Phone: 818-716-7410 Fax: 818-716-7443  
Email: [campainting@sbcglobal.net](mailto:campainting@sbcglobal.net)



**Glass Contractor**  
Commercial & Residential

9232 Bermudez Street •  
Pico Rivera, CA 90660 •  
Phone: 562) 699-9300 •  
Fax: 562) 692-6962 •  
Sales@eliteglassco.com •

**PROPOSED CHANGE ORDER**

PROJECT NAME: Rose Ave ES Reconstruction COP Quote NO.: 16560000-06  
 PROJECT LOCATION: 220 South Driskill St. Oxnard CA 93030 Reference RFI 511.1  
 Owner: \_\_\_\_\_ DATE: 1/11/2024  
 Project Manager/GC: Rafael Alamillo/Balfour Beatty Construction  
 DESCRIPTION OF CHANGE: Provide Price to prep the storefront mullion and header piece to give way to a conduit inside per RFI 511.1  
 REFERENCE: N/A  
 TIME ADJUSTMENT TO SCHEDULE: Additional 1 Calendar Days N/A

**ADDITIVE      DEDUCTIVE**

**A MATERIAL**

Description	Qty	Unit	Unit Rate	Total
Materials		LS		\$ -
Sub-Total				\$ -
Tax, CA			10.50%	\$ -
Material - Total				\$ -

**\$0.00      \$ -**

**B LABOR & EQUIPMENT**

Description	Qty	Unit	Unit Rate	Total
Glazier, Regular Hours (Two manpower in one day)	16.00	MAN-HOURS	\$ 98.15	\$ 1,570.40
Employers Burden: Tax & Insurances				\$ 270.56
Labor - Total				\$ 1,840.96

**\$1,840.96      \$ -**

**C PICK-UP/DELIVERY**

Description	Qty	Unit	Unit Rate	Total
1. Transportation	1	LS	\$ 500.00	\$ 500.00
Sub-Total				\$ 500.00
Tax				\$ -
Total				\$ 500.00

**\$500.00      \$ -**

**D 2nd TIER SUBCONTRACTOR**

Description	Qty	Unit	Unit Rate	Total
2nd Tier Subcontractor - Total				\$ -

**\$0.00      \$ -**

**D SUB-TOTAL (ADDITIVE)**

**\$ 2,340.96**

**E SUB-TOTAL (DEDUCTIVE)**

**\$ -**

**F Total Direct Cost (Line D + E)**

**\$ 2,340.96**

**G Mark-up (Overhead & Profit)**

15% **\$ 351.14**

**H Total Direct Costs + Mark-up (Line F + G)**

**\$ 2,692.10**

**I Payment & Performance Bond**

1.50% **\$ 40.38**

**K Total Change Request:**

**\$ 2,732.49**

Submitted by:  
**ELITE GLASS ENTERPRISES, INC.**  
  
 Signature:  
 Name: **JIMMY GULAPA**  
 Date: 1/11/2024

Approved By:  
 \_\_\_\_\_  
 Signature:  
 Name: **Rafael Alamillo**  
 Date:



# CHANGE ORDER REQUEST

12

**Title:** Demo & Reinstall in Building B  
**Project Name:** Rose Ave  
**Project Address:** 220 South Driskill Street  
Oxnard, CA 93030

**COR Date:** 01/12/2024  
**SOUTHCOAST ACOUSTICAL INTERIORS Job Number:** 5051542  
**Customer Job Number:** 15650000  
**Customer Reference Number:** RFI 511.1

## Our Information

### SOUTHCOAST ACOUSTICAL INTERIORS

14980 Hilton Drive  
Fontana, CA 92336  
**Phone:** (909)-428-2600

## Customer Information

**Balfour Beatty**  
1501 Quail Street, Suite 130  
Newport Beach, CA 92660  
**Phone:** (949)-502-4000

## Description of Change Order Request

Demo back ACT at 2 Doors on east side of Service Line 215 for installation of new Fly Fan.  
Patch back ceiling after work is complete

EXCLUDES FINAL CLEAN & PROTECTION OF EXISTING FINISHES

## Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Journeyman	16	ST	\$82.71	\$1,323.36
<b>Hours Subtotals: ST: 16</b>			<b>Total Labor:</b>	<b>\$1,323.36</b>

## Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
MATERIAL	1	TOTAL	\$1,412.03	\$1,412.03
			<b>Total Material:</b>	<b>\$1,412.03</b>

<b>Subtotal</b>		<b>\$2,735.39</b>
Tax (Materials)	8.750%	\$123.55
<b>Total</b>		<b>\$2,858.94</b>
Subcontractor's Overhead & Profit	15.000%	\$428.84
<b>Requested Total</b>		<b>\$3,287.78</b>

## Terms & Conditions

The work covered by this Change Order shall be performed under the terms and conditions of the existing contract, unless otherwise stated.  
Direction to proceed is required prior to commencement of work.





---

## CHANGE ORDER REQUEST

### COR #033 Kitchen Air Curtains CE#263

---

**To:** Raphael Alamillo Project Manager  
Balfour Betty  
300 E. Esplanade Drive #1120  
Oxnard, CA 93036

**From:** Tim Harris Project Manager  
**Phone:** (805) 320-1623  
**Email:** [tharris@taftelectric.com](mailto:tharris@taftelectric.com)

**Phone:** (805) 206-8614  
**Email:** [RALamillo@balfourbettyus.com](mailto:RALamillo@balfourbettyus.com)  
**CC:**

**Date Issued:** 1/19/24

---

<b>Requested Amount:</b>	<b>\$</b>	<b>\$7,096.00</b>
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The change in scope for the amount requested above is as follows:

**COR #033**

Scope of Work: Install a RIB relay in each of the 3) MARs Air curtain, install 1pair 18Gauge wire from the RIB relay to each of the door contacts.

- We exclude all door contacts. We believe the **MARs RIB 1/2HP with No delay wiring diagram** is the one to be used, please confirm.
- The Single Door contacts should be magnetics that are drilled into the top of the door and door frame, The contacts and the drilling will need to be by others.
- We exclude all drilling/cutting of Tube steel, framing, mullians, door frames and doors.
- We exclude removal any of the air curtains for access purposes.
- We exclude any drywall, T-bar repairs and painting.

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

This proposal supersedes all previously submitted proposals relating to this same work. Any work from other trades that is required to complete this work is not included as a part of this proposal.

Unless otherwise indicated, this proposal is valid for 30 calendar days from the above date of issuance. Taft Electric reserves the right to revise or amend this proposal should approval or direction to proceed take longer than 30 calendar days.

EXCLUSIONS:

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.

Submitted By:

Approved By:

---

Tim Harris  
Project Manager  
Taft Electric Company

Date

---

Raphael Allamillo  
Project Manager  
Balfour Betty Corporation

Date



Taft Electric Company  
1694 Eastman Ave, Ventura, CA 93003  
Lic. #772245 | PWC #1000000149  
(805) 642-0121

4. Any and all parts and labor not specifically listed above or within.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.



**Job ID:** 20-2338 ROSE AVE  
**Project:** Rose Ave COR's



### Takeoff

---

**Vendor:** COST **Labor Level:** LABOR 3 **19 Jan 2024 10:13:40**

---

**Region:** COR-033 AIR CURTAINS

---

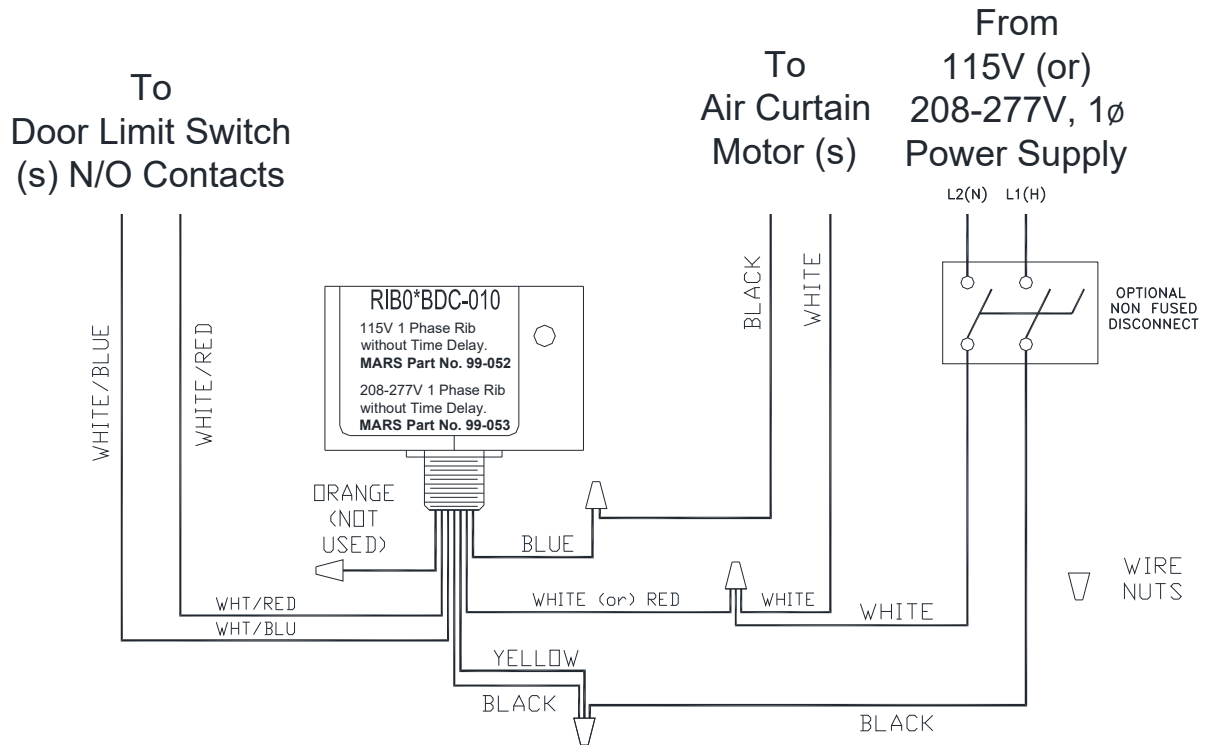
Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
27	3.00		M		RIB RELAYS	450.0000	1,350.00
90700	100.00	FT	M	1PR 18	INSTRUMENT CABLE	0.9500	95.00
<b>Phase Totals:</b>							<b>1,445.00</b>
<b>Job Totals:</b>							<b>1,445.00</b>

---

## RIB, 1/2 HP with No Time Delay

**RIB Kit Rating:**

- 115v or 208-230v
- 1/2 HP Max



**RIB Kit Part Numbers:**

- 115v/1Ø
- J0023, J0036, J0100
- 208-230v/1Ø
- J0024, J0037, J0104

**Note:**

The controllers are wired the same, but are not interchangeable.

Balfour Beatty Construction, LLC  
 13520 Evening Creek Drive North, Suite 270  
 San Diego, California 92128  
 Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
 220 South Driskill Street  
 Oxnard, California 93030

## Building B - Door Limit Switch Fly Fan Clarification

<b>TO:</b>	Ruben Ruiz ( <b>Arcadis</b> ) Ruben Ruiz ( <b>Arcadis</b> ) Linda Iversen ( <b>Arcadis</b> )	<b>FROM:</b>	Ivan Hurtado Vazquez ( <b>Balfour Beatty</b> ) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	11/29/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING B>FLOOR 1>210 KITCHEN/SERVING	<b>DUE DATE:</b>	12/06/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	TBD
<b>COST IMPACT:</b>	TBD	<b>SPEC SECTION:</b>	26 05 13 - Basic Electrical Materials and Methods
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>	Ron Franco ( <b>Taft Electric Company (Ventura)</b> )		
<b>COPIES TO:</b>			

### Question from Ivan Hurtado Vazquez (Balfour Beatty) at 10:36 AM on 11/29/2023

Per Spec Section 11 40 00 Food Service Equipment Pg 42 ( Item #2-06 Air Curtain), the originally planned surfaced-mounted air curtains in Building B at the Serving Area was surfaced mounted. The air curtain change from surface mount to the recessed Mars air system which created issues with the installation of the wiring inside the storefront mullion.

In order to install the recess wiring inside the mullion the following three items would need to be approved including cost.

1. Allow the 115 v Romex wire inside the mullion with no conduit or flex.
2. Drywall would need to be removed above the ceiling to feed the wire into the mullion.
3. The storefront window and mullion would need to be removed.

The other option would be to surface mount the Armor Lite - Solid metal clad cable on top the storefront mullion.

**Attachments:**

[RFI 511.1 .pdf](#)

Awaiting an Official Response

**All Replies:**

BY \_\_\_\_\_

DATE \_\_\_\_\_

COPIES TO \_\_\_\_\_

Exposed wire



**ARMORLITE**  
SOLID METAL CLAD CABLE  
**12/2** | **50 FT**  
15.24m  
BLACK/WHITE  
NEGRO/BLANCO  
WITH ALUMINUM ARMOR  
AND GREEN INSULATED GROUND  
CABLE SÓLIDO REVESTIDO DE METAL CON ARMADURA DE ALUMINIO Y TUBERÍA AISLADA VERDE

THROUGH-PENETRATION PRODUCTS FOR USE IN THROUGH-PENETRATION FIRESTOP SYSTEMS SEE UL FIRE RESISTANCE DIRECTORY ISLM

PRODUCTOS PARA USO EN SISTEMAS DE PENETRACIÓN POR TUBERÍA AISLADA VERDE EN EL DIRECTORIO UL DE RESISTENCIA DE FUEGO VERDE. VER EL DIRECTORIO UL DE RESISTENCIA DE FUEGO VERDE. ISSUE NO. 1307 - 08/06/07

UL LISTED  
RoHS Compliant

TESTED FOR FIRE WALL PENETRATION  
PRUEBADO PARA PENETRACIÓN DE PARED DE RESISTENCIA

Southwire  
**ALFLEX**

- 90° C dry
- THIN/THWN conductors
- Maximum voltage 600V
- Caution: Not to be used with self screw type connectors
- For use in cable trays
- Make tight when using

MADE IN MEXICO

Store: 1040  
DLPN #: C003682

UL LISTED  
RoHS Compliant

TESTED FOR FIRE WALL PENETRATION  
PRUEBADO PARA PENETRACIÓN DE PARED DE RESISTENCIA

Southwire  
**ALFLEX**

- 90° C dry
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MADE IN MEXICO

UL LISTED  
RoHS Compliant

TESTED FOR FIRE WALL PENETRATION  
PRUEBADO PARA PENETRACIÓN DE PARED DE RESISTENCIA

Southwire  
**ALFLEX**

- 90° C dry
- THIN/THWN conductors
- Maximum voltage 600V
- Caution: Not to be used with self screw type connectors
- For use in cable trays
- Make tight when using

MADE IN MEXICO

Balfour Beatty Construction, LLC  
13520 Evening Creek Drive North, Suite 270  
San Diego, California 92128  
Phone: (858) 635-7400

**Project:** 15650000 - Rose Ave. Elem School Reconstruction  
220 South Driskill Street  
Oxnard, California 93030

## Building B - Door Limit Switch Fly Fan Clarification

<b>TO:</b>	Ruben Ruiz ( <b>Arcadis</b> ) Ruben Ruiz ( <b>Arcadis</b> ) Linda Iversen ( <b>Arcadis</b> )	<b>FROM:</b>	Ivan Hurtado Vazquez ( <b>Balfour Beatty</b> ) 300 E. Esplanade Drive #1120 Oxnard, California 93036
<b>DATE INITIATED:</b>	11/02/2023	<b>STATUS:</b>	Open
<b>LOCATION:</b>	BUILDING B>FLOOR 1>210 KITCHEN/SERVING	<b>DUE DATE:</b>	11/09/2023
<b>PROJECT STAGE:</b>	3. Construction	<b>COST CODE:</b>	
<b>SUB JOB:</b>	001 Construction	<b>SCHEDULE IMPACT:</b>	No
<b>COST IMPACT:</b>	No	<b>SPEC SECTION:</b>	
<b>DRAWING NUMBER:</b>		<b>REFERENCE:</b>	
<b>LINKED DRAWINGS:</b>			
<b>RECEIVED FROM:</b>	Ron Franco ( <b>Taft Electric Company (Ventura)</b> )		
<b>COPIES TO:</b>			

### Question from Ivan Hurtado Vazquez (Balfour Beatty) at 03:30 PM on 11/02/2023

Per Submittal 11 40 00-2.0 (Food Service Equipment Cut Sheets), On page 88, Note nine indicates the installation of the door limit switch. There is no other clarification on how the security wire for the limit switch is supposed to be run. Please advise if it is acceptable to run the security wire from the air curtain down the vertical storefront and through the removable header piece as shown in the attached document if not please provide an alternative way to run the security wire.

#### Attachments:

[RFI 511 Security fly fan.pdf](#)

Awaiting an Official Response

### All Replies:

The proposed route for the wire is acceptable.  
As point of clarification, the conduit will run inside the storefront mullion and header piece.

Ruben R.  
Arcadis-IBI  
11/06/2023

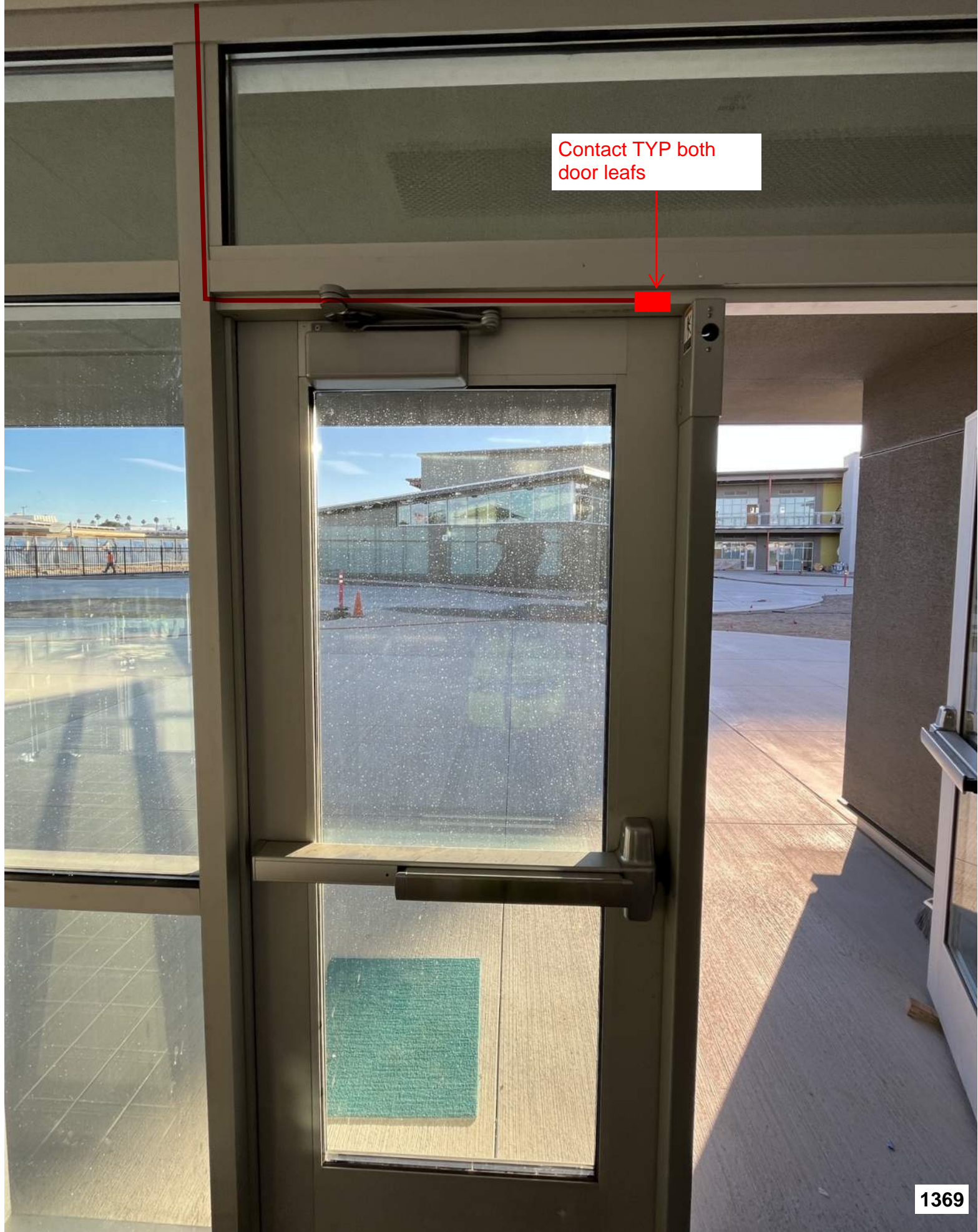
BY

DATE

COPIES TO



Contact TYP both door leafs



Contingency

Draw

Request (CDR)

Owner  Oxnard School District  
 Architect  IBI Group  
 Contractor  Balfour Beatty  
 PM  CFW, Inc.

### CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction  
 200 East Driskill St.  
 Oxnard, CA 93030

Contingency Request #: 169  
 Date: 2-28-2024

TO: Oxnard School District  
 1051 South A. Street  
 Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 327 - CDR 169 - ASI 035 Bldg C Roof Barrier	
Provide labor, materials and equipment to install a roof barrier to prevent roof access at Bldg C South per ASI 035	\$ 12,938.18

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR  
 Balfour Beatty

ARCHITECT  
 IBI Group

PROGRAM MANAGER  
 CFW Group, Inc.

By: Rafael Flamilla      By: [Signature]      By: \_\_\_\_\_  
 Date: 2024-02-28      Date: 03/28/2024      Date: \_\_\_\_\_

OWNER - Oxnard School District      By: \_\_\_\_\_      Date: \_\_\_\_\_

# CHANGE ORDER REQUEST (COR)

<b>Owner:</b>	Oxnard School District	<b>Date:</b>	2-28-2024
<b>Permit Number:</b>	DSA# 03-119284	<b>Change Event No.:</b>	327
<b>Project Name:</b>	Rose Ave. K-5 Reconstruction		
<b>Project Number:</b>	15650001		
<b>To: (Program Manager)</b>	Gerald Schober - CFW	<b>Contract Number:</b>	P22-01685
<b>From: (Contractor or Design)</b>	Balfour Beatty	<b>Task Order Number:</b>	n/a

**The following is an itemized QUOTATION regarding requested modifications to the contract documents**

Description of Work:

Ref. Cost Event 327 - CDR 169 - ASI 035 Bldg C Roof Barrier

Provide labor, materials and equipment to install a roof barrier to prevent roof access at Bldg C South per ASI 035

<b>A. Subtier Contractor's Cost (includes Subtier Contractor Overhead &amp; Profit 10%)</b>			
	\$	-	
	\$	-	
	\$	-	
		<b>Subtotal A:</b>	<b>\$ -</b>
<b>B. Subcontractor's Cost (includes Subcontractor Overhead &amp; Profit NTE 15%)</b>			
Econo Fence (Labor)	\$	3,423.20	
Econo Fence (Material)	\$	5,916.00	
Econo Fence (Equipment)	\$	1,800.00	
Econo Fence (O&P @ 15%)	\$	1,670.88	
		<b>Subtotal B:</b>	<b>\$ 12,810.08</b>
<b>C. General Contractor's Cost</b>			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		<b>Subtotal C:</b>	<b>\$ -</b>
<b>D. General Contractor's Overhead and Profit*</b>			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		<b>Subtotal D:</b>	
<b>E. Bond at 1%</b>		<b>Subtotal E:</b>	<b>\$ 128.10</b>
<b>Grand Total = (A + B + C + D + E)</b>		<b>\$</b>	<b>12,938.18</b>

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty  
 Print Name & Title (General Contractor)

  
 Signature

2024-02-28  
 Date

# ECONO FENCE INC.

5261 Pedley Road, Riverside, CA, 92509 • P: 951.685.5000 • F: 951.360.8685 • License No. 337734 • DIR #1000001395

## POTENTIAL CHANGE ORDER

#7A

January 29, 2024

Balfour Beatty Construction

ATTENTION: Filbert

SENT FROM: Judd Leslie

### ROSE AVE. E.S.

**REFERENCE:**

Cost event #308: Add (3ea.) fence panels to prevent roof access at building "C".

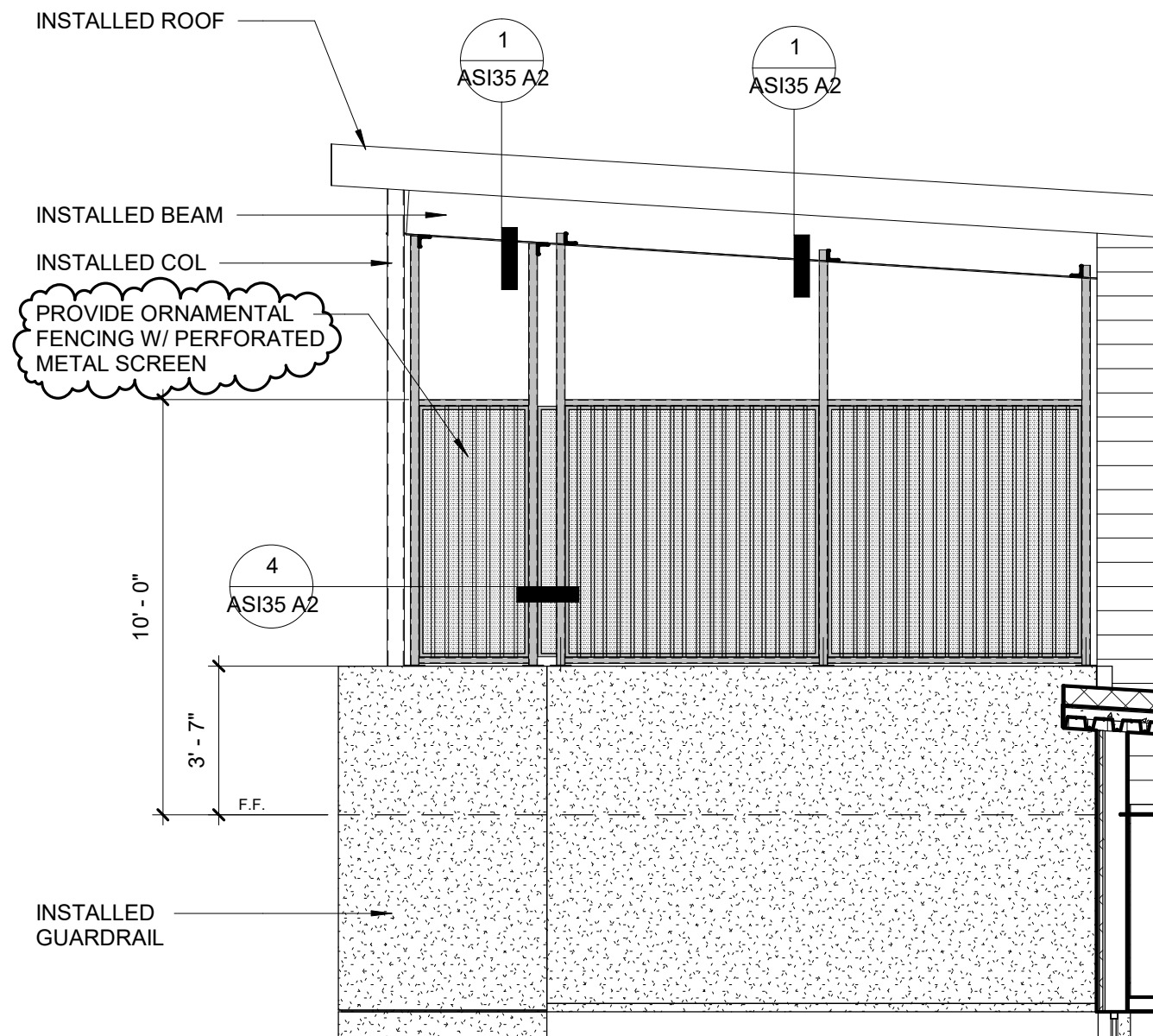
	ITEM DESCRIPTION	QTY	UNIT COST	TOTAL
<b>MATERIALS:</b>				
-	2 1/2"sq x 12ga x 12' Posts w/ base plate & top angle	5 ea	@ \$182.00 ea	\$910.00
-	7' x 6' Ornamental panel w/ screen	3 ea	@ \$1,510.00 ea	\$4,530.00
			SUBTOTAL:	\$5,440.00
			TAX:	\$476.00
			<b>TOTAL MATERIALS:</b>	<del>\$5,916.00</del>
<b>EQUIPMENT:</b>				
	Crew Truck	20 hrs	@ \$25.00 hr	\$500.00
	Boom Lift	2 day	@ \$650.00 day	\$1,300.00
			<b>TOTAL EQUIPMENT:</b>	<del>\$1,800.00</del>
<b>LABOR:</b>				
-	Foreman	20 hrs	@ \$88.76 per hr	\$1,775.20
-	Laborer	20 hrs	@ \$82.40 per hr	\$1,648.00
			<b>TOTAL LABOR:</b>	<del>\$3,423.20</del>

SUBTOTAL: \$11,139.20

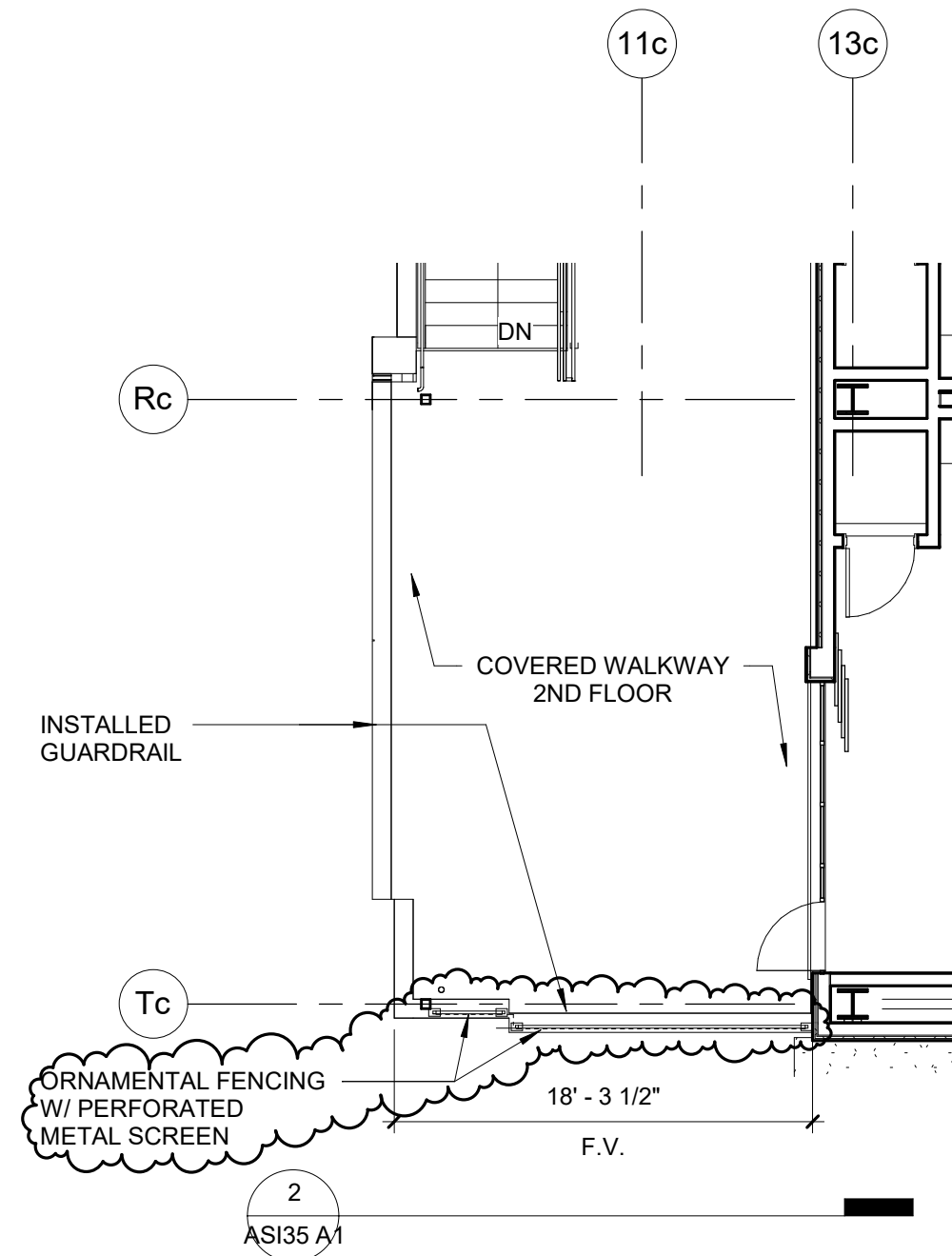
15% Overhead & Profit: \$1,670.88

BONDS @ 1%: \$128.10

**TOTAL ADD: \$12,938.18**



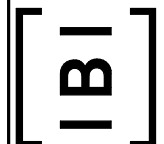
2 BLDG C SOUTH - BARRIER RAIL ELEVATION  
1/4" = 1'-0"



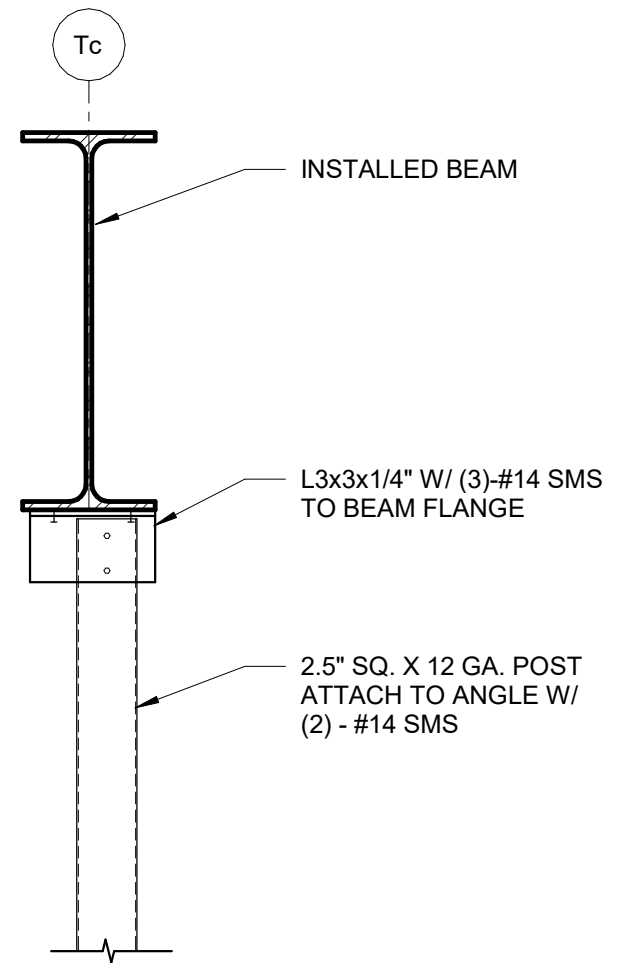
1 BLDG C SOUTH - PARTIAL SECOND FLOOR PLAN  
1/8" = 1'-0"

**DRAFT PRINT**

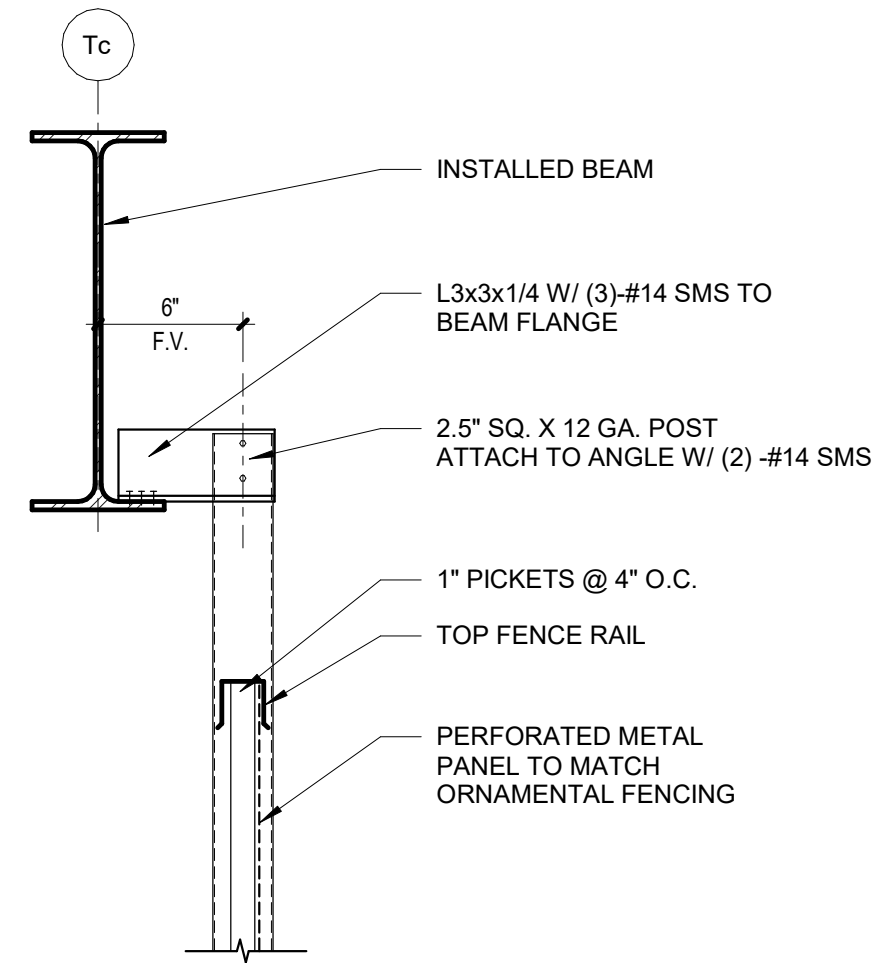
<b>BLDG C 2ND FLOOR - BARRIER RAIL</b> <b>ROSE AVENUE K-5 SCHOOL</b> <b>OXNARD SCHOOL DISTRICT</b>	DATE 01/26/2023	<b>ASI35</b> <b>A1</b>
	OXNARD CA	REFERENCE SHEET NO.
PROJECT NO. 109890	DSA FILE NO. 56-22	DSA APP. NO. 03-119284



Los Angeles  
537 South Broadway, Suite 500  
Los Angeles CA 90013  
213.769.0011 fax: 213.769.0016

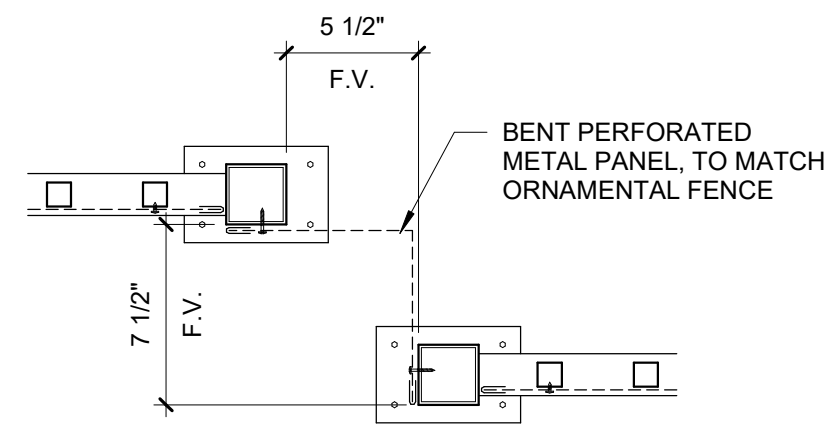


**BOT OF FLANGE ATTACHMENT**

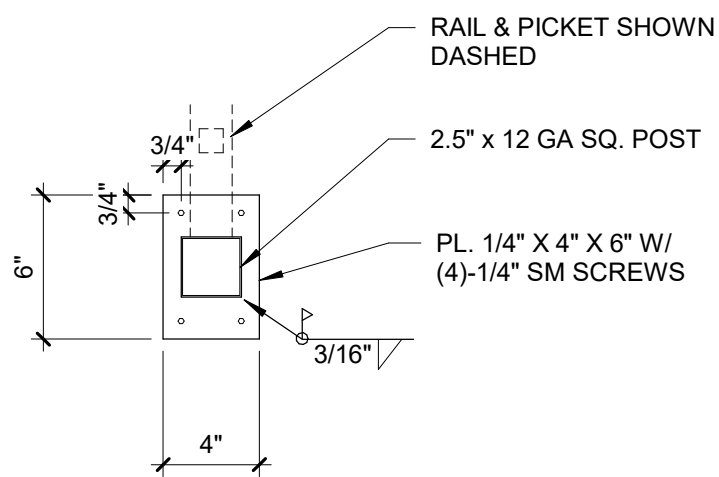


**TOP OF FLANGE ATTACHMENT**

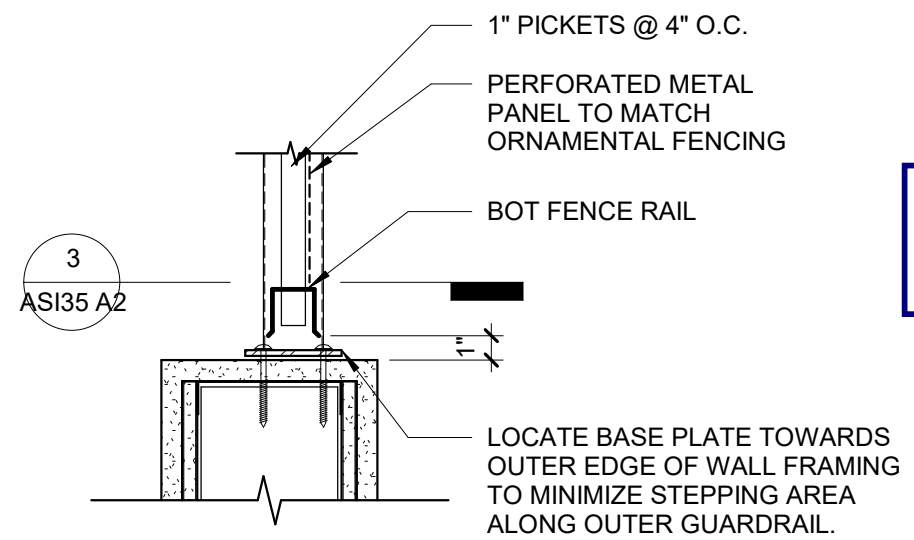
**1 ORNAMENTAL POST TOP ATTACHMENT**  
1 1/2" = 1'-0"



**4 CLOSURE PANEL**  
1 1/2" = 1'-0"



**3 POST BASE ATTACHMENT**  
1 1/2" = 1'-0"



**2 ORNAMENTAL BARRIER BOT PLATE ATTACHMENT**  
1 1/2" = 1'-0"

**DRAFT PRINT**

<b>BLDG C - 2ND FLOOR BARRIER RAIL</b>	DATE	01/26/2023	<b>ASI35 A2</b>
	PROJECT NO.	109890	
<b>ROSE AVENUE K-5 SCHOOL</b>	DSA FILE NO.	56-22	REFERENCE SHEET NO.
<b>OXNARD SCHOOL DISTRICT</b>	DSA APP. NO.	03-119284	



Los Angeles  
537 South Broadway, Suite 500  
Los Angeles CA 90013  
213.769.0011 fax: 213.769.0016

## **AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Rose Avenue Elementary School Reconstruction ("Project") for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

### **AMENDMENT**

The Parties agree to revise the following language to SECTION 1 of the Agreement:

**H. Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents (\$1,695,042.00)**, and, (2) Sublease Payments in the amount of **\$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

The Parties agree to add the following language to SECTION 5 of the Agreement:

### **SECTION 12. PERSONNEL ASSIGNMENT**

A. Contractor shall assign **Leon Cavallo** as Project Manager/Superintendent for the Project. So long as **Leon Cavallo** 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.



**APPROVED:**

**Balfour Beatty Construction, LLC:**



*Signature*

Brian H. Cahill President, California Division  
*Typed Name/Title*

09/28/2021  
*Date*

**OXNARD SCHOOL DISTRICT:**



*Signature*

Lisa A. Franz, Director, Purchasing  
*Typed Name/Title*

10-7-2021  
*Date*

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**

**EXHIBIT A**

**Scope of Work**

**DRAWINGS**

Plan Sheets Prepared by IBI Architects, Architects Project No 109990, DSA No 03-119284, DSA Approval July 10, 2019

**PROJECT DESCRIPTION**

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1**, (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2**, (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**.

**Contract Documents Listed**

**1. Specifications**

<b>Division</b>	<b>Number</b>	<b>Description</b>
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification

23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

## 2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
GENERAL	G1100A	BUILDING A - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100B	BUILDING B - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100C	BUILDING C - CODE ANALYSIS FIRST FLOOR PLAN
GENERAL	G1101C	BUILDING C - CODE ANALYSIS SECOND FLOOR PLAN
GENERAL	G1200	LIFE AND SAFETY
CIVIL	C101	TITLE SHEET AND GENERAL NOTES
CIVIL	C201	TYPICAL DETAILS
CIVIL	C202	TYPICAL DETAILS
CIVIL	C203	TYPICAL DETAILS
CIVIL	C301	DEMOLITION PLAN
CIVIL	C302	DEMOLITION PLAN
CIVIL	C400	OVERALL SITE
CIVIL	C401	GRADING PLAN
CIVIL	C402	GRADING PLAN
CIVIL	C403	GRADING PLAN
CIVIL	C404	GRADING PLAN
CIVIL	C405	GRADING PLAN
CIVIL	C406	GRADING PLAN
CIVIL	C407	GRADING PLAN
CIVIL	C408	GRADING PLAN
CIVIL	C409	GRADING PLAN
CIVIL	C501	GRADING PLAN
CIVIL	C502	UTILITY PLAN
CIVIL	C601	UTILITY PLAN
LANDSCAPE	L1.01	EROSION GONTROL PLAN
LANDSCAPE	L1.02	LANDSCAPE CONSTRUCTION PLAN
LANDSCAPE	L1.03	PLANTING PLAN
LANDSCAPE	L2.01	PLANTING PLAN
LANDSCAPE	L2.02	IRRIGATION PLAN
LANDSCAPE	L3.01	IRRIGATION PLAN
LANDSCAPE	L3.02	LANDSCAPE DETAILS
ARCHITECTURAL	A1100	LANDSCAPE DETAILS
ARCHITECTURAL	A1201	OVERALL SITE PLAN
ARCHITECTURAL	A1202	SITE ENLARGED PLAN - NORTH-EAST
ARCHITECTURAL	A1203	SITE ENLARGED PLAN - SOUTH-EAST
ARCHITECTURAL	A1204	SITE ENLARGED PLAN - SOUTH-WEST
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FOOD SERVICES	FS-803B	EQUIPMENT SECTIONS

3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings

- A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.
- B. 2003-03-24 Interim Portables, 16 pages.
- C. 2006-12-21 MA Mod Record, 92 pages.
- D. 2009-09 FA Drawings Non-DSA, 10 pages.
- E. Rose ES Drawings\_Health Department II-20190515, 70 pages.
- F. Rose ES Health Department Permit to construct, 6 pages.
- G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports

- A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.
- B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.
- C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.
- D. CTE Rose Elementary School Geotech Report\_r1 2017-11-27, 218 pages.
- E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.
- F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches

- A. SK-1 Daktronics GS6 Elevation, 9 pages.
- B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.
- C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.



- D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.
  - E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.
  - F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.
7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.
8. Logistics Plan & Safety Plan
- A. Rose Ave ES Hardscape Phasing Plan, 1 page.
  - B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.
  - C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.
  - D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.
  - E. Rose Ave ES Safety Plan, 1 page.
  - F. Rose Ave ES Stair Tower Logistics Plan, 1 page.
9. Addenda
- A. Addendum 1A 2021-06-16, 77 pages.
  - B. Addendum 1B 2021-06-16, 75 pages.
  - C. Addendum 1C 2021-06-16, 54 pages.
  - D. Addendum 2 2021-06-24, 93 pages.
  - E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158**  
**EXHIBIT B**

See Site Lease Agreement #17-159 previously executed on November 17, 2017

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

## **SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.
- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

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to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
  
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
  
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
  
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
  
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
  
- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
  
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments**. The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments**. The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

## **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

## **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

## **SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

**SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the



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Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

### **SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

## **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

## **SECTION 11. NOT USED**

## **SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign \_\_\_\_\_ as Project Manager/Superintendent for the Project. So long as \_\_\_\_\_ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

**SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

**SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

**SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

**SECTION 17. USE OF PREMISES**

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Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

### **SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous



materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

## **SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

## **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

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be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

### **SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

### **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

### **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC  
10620 Trenea St., Suite 300  
San Diego, CA 92131  
Attn: Dennis Kuykendall

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,  
Garcia Hernandez Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
1901 South Victoria Avenue, Suite 106  
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

#### **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

#### **SECTION 27. HEADINGS**

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

#### **SECTION 28. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

**SECTION 31. SEVERABILITY**

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 32. ENTIRE AGREEMENT**

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

## EXHIBIT B

### Oxnard School District – Rose Avenue Elementary School Reconstruction

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

## 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

## 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

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review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

#### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

#### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

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of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOB) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

### 7. Schedule for Pre-Construction Services.


- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.



- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
  
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

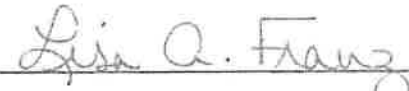
CONTRACTOR

Balfour Beatty Construction, LLC  
10620 Trenea St., Suite 300  
San Diego, CA 92131

By:   
Name/Title: Brian Cahill, President, California Division  
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, CA 93030

By:   
Name/Title: Lisa A. Franz, Director, Purchasing  
Date: 11-7-17

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section C: Facilities Agreement

### **Rejection of Formal Bid Award, Bid #23-07, Pavement Rehab Project 2024 - Ritchen School (Mitchell/Miller)**

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Formal bids were solicited for Bid #23-07 Pavement Rehab Project 2024 at Ritchen School, pursuant to Public Contract Code §20110. Bids were received and opened at 2:30 p.m., Monday, March 11, 2024. The Bid Summary is attached.

It is recommended that the Board of Trustees reject the bid proposal due to the current and extensive construction and modernization efforts underway at the school site, which will directly impact the feasibility of beginning the asphalt renovation project. The project will be re-bid after the completion of the building modernization, which is anticipated to be by July 2025.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees reject the bid received for Bid #23-07, Pavement Rehab Project 2024 at Ritchen School.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Bid Summary \(1 Page\)](#)

**OXNARD SCHOOL DISTRICT**



School/Dept: Ritchen

Project Description: Pavement Rehab Project 2024

OSD BID NO. 23-07

<b>BIDDERS</b>	<b>BASE BID</b>
BC Rincon Construction	\$827,898. <sup>92</sup>
Pave West	\$1,387,742. <sup>45</sup>

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

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

### **Rejection of Formal Bid Award, Bid # 23-09, Ritche Elementary School Modernization Project (Mitchell/Miller/CFW)**

---

Formal bids were solicited for Bid #23-09 Ritche Modernization, pursuant to Public Contract Code §20110. Three bids were received and opened at 2:30 p.m., Thursday, March 14 , 2024. The Bid Summary is attached.

It is recommended that the Board of Trustees reject all the bid proposals for this project. The low bidder withdrew their bid due to a clerical error and the District has decided to reevaluate and rebid the project.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with CFW Inc., that the Board of Trustees reject the bids received for Bid #23-09, Ritche Elementary School Modernization Project.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Bid Summary \(1 Page\)](#)



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

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

### **Acceptance of Disclosure of Collective Bargaining Agreement with OEA (Mitchell/Núñez)**

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In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the proposed agreement with OEA are presented herewith for the Board’s information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent. This agreement provides:

- 4% on-schedule salary increase, retroactive to July 1, 2023
- 2% one time, off-schedule salary increase, retroactive to July 1, 2023

#### **FISCAL IMPACT:**

Total fiscal impact is \$5,270,553.00, and will be paid from a combination of LCFF Supplemental & Concentration, and various Restricted Resources

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for OEA as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Disclosure of Collective Bargaining Agreement with OEA \(5 pages\)](#)

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: Oxnard Educators Association (OEA)

The proposed agreement covers the period: Employee Type:  
 Beginning: 7/1/2023 Certificated: X  
 Ending: 6/30/2024 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board at its meeting on: April 17, 2024

**A. Proposed Change in Compensation:**

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2023-24	For Multi-year Agreements	
				Year 2 2024-25	Year 3 2025-26
1.	<b>Salary Schedule</b> - Increase/(Decrease)	\$ 75,564,536	\$ 3,022,581 4.00%	\$ %	\$ %
2.	<b>Other Compensation</b> - 2% off schedule salary Retro to July 1, 2023		\$ 1,511,291 2.00%	\$ %	\$ %
3.	<b>Other Compensation</b> - Increase to Doctorate Stipend From \$400 to \$1,000 yearly		\$ 6,000 0.01%	\$ %	\$ %
4.	<b>Statutory Benefits</b> - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 16,966,505	\$ 730,681 4.31%	\$ %	\$ %
5.	<b>Health/Welfare Benefits</b> - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6.	<b>Total Compensation</b> - Increase/(Decrease) (Total Lines 1-5)	\$ 92,531,041	\$ 5,270,553 5.70%	\$ %	\$ %
7.	<b>Total Number (FTE) of Represented Employees</b>	# 733	# 733	# 733	# 733
8.	<b>Total Compensation Cost for Average Employee</b> Increase/(Decrease) (Line 6/Line 7)	\$ 126,236	\$ 7,190 5.70%	\$ %	\$ %
9a.	<b>Certificated Teacher's Salary</b> (Excluding Benefits)				
	-Minimum Daily Rate	\$ 313.46	\$ 326.00 4.00%	\$ %	\$ %
	-Maximum Daily Rate	\$ 681.44	\$ 708.70 4.00%	\$ %	\$ %
	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

**Please include comments and explanations as necessary:**

TA is for : 4% ongoing and 2% one time, off schedule stipend. Doctorate stipend increase from \$400 yearly to \$1000 yearly.

**Disclosure of Collective Bargaining Agreement**

**School District:** Oxnard School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**  
n/a

**C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):**  
n/a

**D. What contingency language is included in the proposed agreement? (reopeners, etc.):**  
n/a

**E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**  
deficit in current and future years

**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

LCFF and General Unrestricted Resources

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

LCFF and General Fund Unrestricted Resources

**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):**



Disclosure of Collective Bargaining Agreement  
School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 12/13/2023	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	208,816,808	0	0	208,816,808
Remaining Revenues (8100-8799)	83,237,769	0	0	83,237,769
<b>TOTAL REVENUES</b>	<b>292,054,577</b>	<b>0</b>	<b>0</b>	<b>292,054,577</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	111,762,091	4,539,872	0	116,301,963
2000 Classified Salaries	46,894,095	0	0	46,894,095
3000 Employees' Benefits	64,174,265	730,681	0	64,904,946
4000 Books and Supplies	18,011,181	0	0	18,011,181
5000 Services and Operating Expenses	64,700,154	0	0	64,700,154
6000 Capital Outlay	4,537,323	0	0	4,537,323
7100-7499 Other	2,058,508	0	0	2,058,508
<b>TOTAL EXPENDITURES</b>	<b>312,137,617</b>	<b>5,270,553</b>	<b>0</b>	<b>317,408,170</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(20,083,040)</b>	<b>(5,270,553)</b>	<b>0</b>	<b>(25,353,593)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(20,083,040)</b>	<b>(5,270,553)</b>	<b>0</b>	<b>(25,353,593)</b>
<b>BEGINNING BALANCE</b>	141,215,513	0	0	141,215,513
<b>CURRENT YEAR ENDING BALANCE</b>	<b>121,132,473</b>	<b>(5,270,553)</b>	<b>0</b>	<b>115,861,920</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	239,779	0	0	239,779
Restricted (9740)	61,339,002	0	0	61,339,002
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	28,339,930	(5,797,608)	0	22,542,322
Reserve for Economic Uncertainties (9789)	31,213,762	527,055	0	31,740,817
Unappropriated Amounts (9790)	0	(0)	0	(0)

\* If the total amount of the Adjustment (Column 2) does not match the amount of the Total Compensation Increase on Page 1, Section A, Line 6 (Current Year column), please explain the variance below.

Please include comments and explanations as necessary:

Disclosure of Collective Bargaining Agreement  
School District: Oxnard School District

	Multi-Year Projections		
	(Col. 1) 2023-24 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2024-25	(Col. 3) Budget Year 2 2025-26
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	208,816,808	204,255,788	202,669,055
Remaining Revenues (8100-8799)	83,237,769	68,629,616	69,761,381
<b>TOTAL REVENUES</b>	<b>292,054,577</b>	<b>272,885,404</b>	<b>272,430,436</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	116,301,963	111,212,438	111,158,200
2000 Classified Salaries	46,894,095	44,185,876	44,760,293
3000 Employees' Benefits	64,904,946	60,678,944	60,525,869
4000 Books and Supplies	18,011,181	12,821,694	12,491,913
5000 Services and Operating Expenses	64,700,154	51,302,222	50,320,969
6000 Capital Outlay	4,537,323	70,000	70,000
7100-7499 Other	2,058,508	2,058,508	2,058,508
<b>TOTAL EXPENDITURES</b>	<b>317,408,170</b>	<b>282,329,682</b>	<b>281,385,752</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(25,353,593)</b>	<b>(9,444,278)</b>	<b>(8,955,316)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(25,353,593)</b>	<b>(9,444,278)</b>	<b>(8,955,316)</b>
<b>BEGINNING BALANCE</b>	141,215,513	115,861,920	106,417,642
<b>CURRENT YEAR ENDING BALANCE</b>	<b>115,861,920</b>	<b>106,417,642</b>	<b>97,462,325</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	239,779	120,000	120,000
Restricted (9740)	61,339,002	55,274,437	49,940,026
Committed (9750 / 9760)	0	0	0
Assigned (9780)	22,542,322	22,790,237	19,263,724
Reserve for Economic Uncertainties (9789)	31,740,817	28,232,968	28,138,575
Unappropriated Amounts (9790)	(0)	(0)	0

**Multi-Year Projections Assumptions:**

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2023-24	2024-25	2025-26
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 317,408,170	\$ 282,329,682	\$ 281,385,752
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 9,522,245	\$ 8,469,890	\$ 8,441,573

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2023-24	2024-25	2025-26
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 31,740,817	\$ 28,232,968	\$ 28,138,575
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 0	\$ 0	\$ 0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 31,740,817	\$ 28,232,968	\$ 28,138,575

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

H. Certification


The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

  
 District Superintendent  
 (Signature)

Dr. Ana DeGenna  
 Printed Name

3-7-24  
 Date

  
 District Chief Business Official  
 (Signature)

Valerie Mitchell  
 Printed Name

3-4-24  
 Date

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** April 17, 2024

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

### **Approval of the 2023-24 Quarterly Report on Williams Uniform Complaints, Third Quarter (Torres)**

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

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2023-24 Quarterly Report on Williams Uniform Complaints, third quarter, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [UCP 2023-24 Third Quarter \(one page\)](#)

**Quarterly Report on Williams Uniform Complaints**  
**[Education Code Section 35186]**  
**Fiscal Year 2023-24**



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

District: \_\_\_\_\_  
Person completing this form: \_\_\_\_\_  
Title: \_\_\_\_\_

Quarterly Report Submission Date:  October 31, 2023 (7/1 to 9/30)  
(please check one)  January 31, 2024 (10/1 to 12/31)  
 April 30, 2024 (1/1 to 3/31)  
 July 31, 2024 (4/1 to 6/30)

Date information will be reported publicly at governing board meeting: \_\_\_\_\_

Please check the box that applies:

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

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials			
Facilities			
Teacher Vacancy and Misassignment	0	0	0
TOTAL:	0	0	0

**Dr. Anabolena DeGenna**

\_\_\_\_\_  
Print Name of District Superintendent

\_\_\_\_\_  
Signature of District Superintendent

\_\_\_\_\_  
Date

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** April 17, 2024

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

### **Establishment and Abolishment of Positions (Torres/Fuentes)**

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#### **Establish**

An eight hour 245-day Human Resources position number 12235 to be established in the Personnel Commission Department. This position will be established to provide additional support.

An eight hour 180-day Outreach Specialist position number 12213 to be established in the Pupil Services Department, this position will be established per LCSSP Grant.

A six hour and forty-five minute 183-day Paraeducator-Special Education position number 12209 to be established at Curren School. This position will be established per IEP.

An eight hour 183-day Speech Language Pathology Assistant position number 12210 to be established at San Miguel School. This position will be established to provide additional support to SLPs.

An eight hour 183-day Speech Language Pathology Assistant position number 12207 to be established at Ritchen School. This position will be established to provide additional support to SLPs.

An eight hour 183-day Speech Language Pathology Assistant position number 12208 to be established at Harrington School. This position will be established to provide additional support to SLPs.

#### **Abolish**

A five-hour 185-day Child Nutrition Worker position number 10518 to be abolished at Marina West School. This position will be abolished due to lack of work.

A five-hour 185-day Child Nutrition Worker position number 2057 to be abolished at Ritchen School. This position will be abolished due to lack of work.

A five-hour 185-day Child Nutrition Worker position number 1287 to be abolished at Rose Ave School. This position will be abolished due to lack of work.

#### **FISCAL IMPACT:**

Cost for 1 Human Resources Assistant position: \$87,304.00 ESSER III (ARP Act) Funds

Cost for 1 Outreach Specialist position: \$83,580.00 Learning Communities School Success Funds.

Cost for 1 Paraeducator-Special Education: \$55,757.00 SPED Funds

Cost for 3 SLPA positions: \$276,120.00 SPED Funds

Savings for 3 Child Nutrition Worker positions: \$86,130.00 CNS School Program Funds.

**RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** April 17, 2024

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

### **Personnel Actions (Torres/Fuentes)**

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

### **ADDITIONAL MATERIALS:**

**Attached:** [Certificated Personnel Actions 04.17.24 \(1 pg\).pdf](#)  
[Classified Personnel Actions 04.17.24 \(4 pgs\).pdf](#)



**CERTIFICATED PERSONNEL ACTIONS**

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

**New Hires**

Gonzalez, Julissa	SLP	April 8, 2024
Ortega, Ishmael	PE Teacher	March 13, 2024
Blada, Kirk	Substitute Teacher	2023/2024 School Year
Cortes, John	Substitute Teacher	2023/2024 School Year
Estrada Lopez, Brenda	Substitute Teacher	2023/2024 School Year
Flores, Shayla	Substitute Teacher	2023/2024 School Year
King, Taylor	Substitute Teacher	2023/2024 School Year
Marmolejo, Jesus	Substitute Teacher	2023/2024 School Year
Martinez, Melissa	Substitute Teacher	2023/2024 School Year
McDonald, Lauren	Substitute Teacher	2023/2024 School Year
Nasim, Saifullah	Substitute Teacher	2023/2024 School Year
Nolasco, Fernanda	Substitute Teacher	2023/2024 School Year
Shaw, Sacaiiah	Substitute Teacher	2023/2024 School Year

**Resignation**

Villanueva Carrillo, Nayeli	DLI Teacher	June 14, 2024
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**Reinstated 39-Month Rehire list**

Camarillo, Danica	PE Teacher	April 8, 2024
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## CLASSIFIED PERSONNEL ACTIONS

April 17, 2024

**New Hires**

Aguirre, Alexis	Paraeducator Special Education, Position #10594 Harrington 5.75 hrs./ 183 days	03/04/2024
Alfaro, Noelia V.	Campus Assistant, Position #3089 McKinna 4.0 hrs./180 days	03/03/2024
Becerra, Stefanie	Paraeducator Special Education, Position #10601 Special Education 8.0 hrs./183 days	03/11/2024
Cardenas, Jazlyn	Paraeducator Special Education, Position #2662 Rose Ave 5.75 hrs./180 days	03/12/2024
Conejo Peralta, Maria G.	Custodian, Position #10467 Custodial Services 8.0 hrs./246 days	03/27/2024
Crissman, Leola E.	Mental Health Clinician, Position #12169/12177 Marina West 8.0 hrs./220 days	03/11/2024
Duong, Sandy T.	Health Assistant, Position #12126 Pupil Services 5.75 hrs./180 days	03/18/2024
Galera, Rose A.	Paraeducator Special Education, Position #11747 Special Education 8.0 hrs./183 days	03/18/2024
Hernandez, Janecy D.	Paraeducator Special Education, Position #10966 McAuliffe 5.75 hrs./183 days	03/11/2024
Hinojosa, Hailey W.	Paraeducator Special Education, Position #11329 Brekke 5.75 hrs./ 183 days	03/11/2024
Kline, Jonathan A.	Technology Services Technician, Position #10445 Information Technology 8.0 hrs./220 days	03/11/2024
Lopez, Stephanie I.	Paraeducator Special Education, Position #8015 McAuliffe 5.75 hrs./ 183 days	03/11/2024
Mata Hinds, Dorine L.	Afterschool Program Site Coordinator, Position #11700 Enrichment and Specialized Programs 8.0 hrs./246 days	03/13/2024
Nieto Rosas, Maribel	Secretary, Position #6416 Enrollment Center 8.0 hrs./246 days	03/04/2024
Ortiz, Bryana N.	Campus Assistant, Position #3009 Harrington 4.0 hrs./180 days	03/12/2024
Ramirez, Georgina	Outreach Specialist, Position #563 Chavez 8.0 hrs./180 days	03/14/2024
Rivera, Candace S.	Paraeducator Special Education, Position #7238 Marina West 5.75 hrs./183 days	04/08/2024
Rodriguez, Vincent P.	HVAC Tech, Position #2628 Maintenance 8.0 hrs./246 days	03/12/2024
Rowley, Mykayla C.	Paraeducator Special Education, Position #8615 Ritchen 5.75 hrs./183 days	03/13/2024
Torres, Rebecca A.	Paraeducator Special Education, Position #7467 McAuliffe 5.75 hrs./183 days	04/08/2024
Trejo, Laura G.	Paraeducator Special Education, Position #11849 Special Education 5.75 hrs./183 days	03/01/2024
Vazquez, Jose J.	Paraeducator Special Education, Position #11747 Brekke 5.75 hrs./183 days	03/18/2024

**Limited Term/Substitutes**

Avalos-Gavutyán, Raymond E	Custodian (Substitute)	03/07/2024
Betancourt, Susana	Custodian (Substitute)	03/07/2024
Cahue, Karla L.	Paraeducator (Substitute)	03/01/2024
Camacho, Martín A.	Clerical (Substitute)	04/01/2024
Ceja, Blanca R.	Child Nutrition Worker (Substitute)	03/06/2024
Cerino, Ángel G.	Custodian (Substitute)	03/07/2024
Delgado, Liliana M.	Paraeducator (Substitute)	03/13/2024
Eusebio Morales, Osvaldo D.	Paraeducator (Substitute)	03/13/2024
García, Agustín J.	Custodian (Substitute)	03/07/2024
González Magaña, Mariana	Paraeducator (Substitute)	02/26/2024
Hernández, Jessica	Paraeducator (Substitute)	03/08/2024
Juárez Gacía, Laura L.	Paraeducator (Substitute)	03/13/2024
Lázaro, Kiara S.	Paraeducator (Substitute)	03/07/2024
Ledezma, Johnathan A.	Clerical (Substitute)	03/18/2024
López, María E.	Paraeducator (Substitute)	03/11/2024
Luis, Gloria J.	Paraeducator (Substitute)	03/01/2024
Luis, Gloria J.	Clerical (Substitute)	03/12/2024
Marín, María	Transportation Driver (Substitute)	03/04/2024
Martínez, Karina	Child Nutrition Worker (Substitute)	03/06/2024
Martínez, Marisol	Paraeducator (Substitute)	03/08/2024
Méndez, Jessica C.	Clerical (Substitute)	04/01/2024
Mercado, Judith	Campus Assistant (Substitute)	03/05/2024
Mireles, Mariana	Custodian (Substitute)	03/07/2024
Montecinos, Katherine	Campus Assistant (Substitute)	03/04/2024
Moreno, Reymundo D.	Custodian (Substitute)	03/07/2024
Nava, Leslie	Paraeducator (Substitute)	03/13/2024
Nellessen, Erik E.	Paraeducator (Substitute)	03/01/2024
Orejel, Gregory A.	Child Nutrition Worker (Substitute)	04/01/2024
Ornelas, Raylene B.	Campus Assistant (Substitute)	03/05/2024
Oseguera, Matthew C.	Custodian (Substitute)	03/07/2024
Rocha, Katya A.	Paraeducator (Substitute)	03/13/2024
Rodríguez, José F.	Custodial (Substitute)	03/07/2024
Salazar, Griselda I.	Clerical (Substitute)	03/27/2024
Salinas, Marina A.	Clerical (Substitute)	04/01/2024
Torres, Briana S.	Paraeducator (Substitute)	03/08/2024
Vines, Rioni J	Paraeducator (Substitute)	02/26/2024
Wood, Johnson S.	Custodian (Substitute)	03/07/2024
Zecua, Jasmin	Paraeducator (Substitute)	03/11/2024
Zuniga, Paul A.	Paraeducator (Substitute)	03/01/2024

**Transfers**

Gutiérrez, Anna M.	Secretary, Position #6204 Special Education 8.0 hrs./246 days Secretary, Position #10202 Equity, Family & Community Engagement 8.0 hrs./246 days	03/25/2024
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**Increase in Hours**

Ancona, Mary C.	Campus Assistant, Position #3056 Soria 5.75 hrs./180 days Campus Assistant, Position #3056 Soria 4.67 hrs./180 days	02/01/2024
Cazarez, Maribel E.	Campus Assistant, Position #3045 Soria 5.75 hrs./180 days Campus Assistant, Position #3045 Soria 4.25 hrs./180 days	02/01/2024
Chavez, Bertha	Campus Assistant, Position #3073 Soria 5.75 hrs./180 days Campus Assistant, Position #3073 Soria 4.25 hrs./180 days	02/01/2024
Epps, Michelle L.	Campus Assistant, Position #3055 Soria 5.75 hrs./180 days Campus Assistant, Position #3055 Soria 4.5 hrs./180 days	02/01/2024
Gabino, Robert	Campus Assistant, Position #6724 Soria 5.75 hrs./180 days Campus Assistant, Position #6724 Soria 4.25 hrs./180 days	02/01/2024
Garcia, Marylou	Campus Assistant, Position #6810 Soria 5.75 hrs./180 days Campus Assistant, Position #6810 Soria 4.67 hrs./180 days	02/01/2024
Martinez, Elena	Campus Assistant, Position #3080 Soria 5.75 hrs./180 days Campus Assistant, Position #3080 Soria 4.25 hrs./180 days	02/01/2024

**Medical Layoffs**

7707	Campus Assistant, Position #7149 Fremont 5.25 hrs./180 days	03/19/2024
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**Resignations**

Ayala, Jose	Technology Services Technician, Position #9939 Information Technology 8.0 hrs./220 days	03/27/2024
Delgado Galindo, Jorge A.	After School Program Site Coordinator, Position #11705 Enrichment & Specialized Programs 8.0 hrs./246 days	03/22/2024
Duran, Alma R.	Payroll Technician, Position #9175 Budget & Finance 8.0 hrs./246 days	03/27/2024
Fragosa, Julie M.	Campus Assistant, Position #3024 McAuliffe 4.5 hrs./180 days	03/13/2024
Gonzalez, Julissa	SLPA, Position #9133 Pupil Services 8.0 hrs./183 days	03/22/2024
Ramirez, Giselle	Paraeducator, Position #11747 Special Education 5.75 hrs./183 days	03/11/2024
Ramirez Jr, Randolph P.	Health Care Technician, Position #2944	03/22/2024

Torres, Anthony R.	Pupil Services 7.0 hrs./183 days Accounting Technician III, Position #1593 Budget & Finance 8.0 hrs./ 246 days	04/12/2024
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**Retirement**

Alejandro, Rosaicela	Campus Assistant, Position #9145 Rose 5.75 hrs./180 days	06/14/2024
Lopez, Rogelio E.	Campus Assistant, Position #3002 Kamala 5.0 hrs/180 days	03/23/2024

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #23-233 – Shelter Care Resources (Fox/Nocero)**

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Shelter Care Resources has developed several programs such as Food Pantry, Clothing & Hygiene Closet, and Housing Assistance to assist the students and their families. All programs are offered at no cost to the students, families, or Oxnard School District, and are available by the request of a referring counselor, outreach specialist or homeless liaison. Some of the programs are only available through Oxnard Union High School District (OUHSD), if an Oxnard School District student has a sibling at OUHSD.

**Term of Agreement:** April 18, 2024 through June 30, 2025

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-233 with Shelter Care Resources.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-233, Shelter Care Resources \(15 Pages\)](#)  
[Exhibit A - Scope of Work \(3 Pages\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

This Services Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Oxnard School District (hereinafter referred to as "District") and \_\_\_\_\_, (hereinafter referred to as "Provider.")

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**3. NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

**[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]**

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,



or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

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

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

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

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: **N/A**

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following:

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

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.



IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

N/A

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 20 **24**

Provider: \_\_\_\_\_

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

**By signing below I certify, under penalty of perjury, that: (i)** I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

**By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that** the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: \_\_\_\_\_

# Shelter Care Resources / Oxnard School District 2023-2025 MOU

## Exhibit A Scope of Services

### Shelter Care Resources

940 South A Street #920

Oxnard, CA 93030

(805) 612-7091

Business Email: [sheltercareresourcesoxnard@gmail.com](mailto:sheltercareresourcesoxnard@gmail.com)

Contact: Corey Branchflower [Corey@scroxnard.com](mailto:Corey@scroxnard.com)

### Scope of Services:

In the effort to assist these students, we have developed several programs to assist the students and their families. All programs are offered at no cost to the students, families, or Oxnard School District and are available by the request of a referring counselor, outreach specialist or homeless liaison. Some of the programs are only available through Oxnard Union High School District (OUHSD) if an Oxnard School District student has a sibling at OUHSD.

The programs are detailed below.

#### 1) Food Pantry - available to all families (no referral required)

- a) Shelter Care Resources operates a Foodshare Food Pantry every Friday at 1925 Eastman Ave. Oxnard, CA 93030 from 5:15 pm - 6:30 pm. This is a drive-through or walk-up pantry, where families may receive fresh produce, dry goods, canned goods, meat and milk as available from the Foodshare warehouse. Kitchen-free bags are available for those without kitchens.
- b) Any family who cannot pick up on Friday and does not have someone to pick up for them may pick up from our office at 940 South A Street #920 every Sunday from 1pm - 4pm, or Tuesday - Thursday from 10am - 3pm. If these hours do not work, we will arrange a time for pickup outside our normal hours.
- c) The food at the office pantry may not be the same as the food at the weekly pantry. The office has dry and canned goods and is meant to provide emergency assistance until the family can get to a food pantry that provides more food.

#### 2) Clothing and Hygiene Closet (available to all families - referral required)

- a) The clothing and hygiene closet contains clothing from size newborn to 3XL adults, a variety of hygiene supplies. It also includes infant supplies like diapers and wipes, and some housewares like dishes, utensils, and bedding. All items are available on request, free of charge to students and families, and within a timely manner from the date of request.
- b) Most items are gently used, but are carefully sorted to remove any worn or outdated items. Our recent partnership with Amazon has meant many more new items.

**3) Housing Assistance (available to all families - referral required)**

- a) The Housing Assistance and Tech Center for the Homeless (the HATCH) is open Sundays from 1pm - 4pm, Tuesdays - Thursdays from 10am -3pm and other hours by appointment. This center exists for families to complete housing applications, look for employment, order new birth certificates, or use the internet.
- b) Our recent onboarding to Ventura County's HMIS has meant that we are able to assess homeless clients and case manage clients who are eligible for housing. Homeless Services can be acquired at the HATCH at the hours listed above.

**4) Motel Voucher Program (limited availability to OSD families with students over age 10 and available to all OSD students with siblings currently attending OUHSD.)**

- a) The motel voucher program is listed under Ventura County's Homeless Management Information System as a means of providing emergency bridge housing and case management services to homeless students and their families who are in need of emergency housing while Shelter Care Resources does an assessment to determine a path to housing. (See "Motel Voucher Program" description, provided as a separate attachment.)

- b) Shelter Care Resources has a limited amount of funds for families whose children are over age 10. Families may stay up to 3 days while completing an interview and assessment for housing.
- c) OUHSD has a motel voucher program in place. Any OSD students who are siblings of OUHSD verified homeless students may receive this service. OSD may refer the student to Shelter Care Resources who will then seek approval from OUHSD for this service.

#### 6) Laundry Service

- a) Shelter Care Resources is partnering with Tower Coin Laundry and Oxnard Union High School District to provide laundry service for all parents who have children attending OUHSD. This is a service being paid for by OUHSD. ***Any Oxnard School District students with siblings at OUHSD can take advantage of this service.*** Laundry can be paid for during arranged hours. (The last wash must go in before 8pm.) Families needing laundry service may receive it by school referral.

#### 7) Phones

- a) We have a direct connection with Entouch to provide free phones to qualifying families.
- b) Families do not necessarily need to be documented. Entouch can use the information from a documented student to create an account.
- c) Entouch can also work with undocumented Mexican families who have a Mexican ID, regardless of student documentation.

All of the services listed above are available to students and families at ***no cost*** to Oxnard School District or its students. Oxnard School District may request any or all of the services provided.



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #23-255 – Dynamic Influence (Fox/Tapia)**

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Robert Hackenson Jr. of Dynamic Influence will provide two presentations on the following topics:

- Let's Talk Respect (Grades 6-8)
- Seeing Through the Vapor (Grades 6-7)

**Term of Agreement:** April 18, 2024 through June 30, 2024

#### **FISCAL IMPACT:**

\$5,495.00 – Title 1

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Driffill School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-255 with Dynamic Influence.

#### **ADDITIONAL MATERIALS:**

- Attached:** [#23-255 Agreement - Dynamic Influence \(4 pages\)](#)  
[#23-255 Proposal - Dynamic Influence \(1 page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into \_\_\_\_\_ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and \_\_\_\_\_, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
  - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
  - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
  - o Tuberculosis Clearance (Education Code § 49406)

**Non-Discrimination and Equal Employment Opportunity.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**Confidentiality.** Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

**Fingerprinting.** Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

**Food Vendors.** Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit  Temporary Food Facility permit  Exempt – must show documentation

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

**Indemnification.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

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

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.  
  
If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
  - 3) Waiver of subrogation: CG 24 04 05 09
  - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

**Governing Law and Venues.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

**Attorney Fees.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**Signature Authority.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

\_\_\_\_\_  
Provider Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Oxnard School District**

\_\_\_\_\_  
Director, Purchasing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Proposal

Date \_\_\_\_\_ Proposal # \_\_\_\_\_

**To:** \_\_\_\_\_

Company Name:  
Contact Name:  
Title:  
Address:

**Deliverables:** \_\_\_\_\_

Presentation Date(s)

Presentations:

Presentation(s) Breakdown:

Presentation Time(s):

Venue:

**Pricing:** \_\_\_\_\_ Rate Amount

Performance:

Travel Costs:

**TOTAL PRICE FOR PROJECT:** \_\_\_\_\_ \$ \_\_\_\_\_.

**\*\* Please make all checks payable to "Dynamic Influence" \*\***

**TAX ID #: 26 - 2805222**

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Phone: (508) 963-5555 / email: [info@dynamicinfluence.com](mailto:info@dynamicinfluence.com)  
3 Rolling Hill Rd. / Shrewsbury, MA 01545 / [www.dynamicinfluence.com](http://www.dynamicinfluence.com)

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #23-267 – United Way of Ventura County (Fox/Nocero)**

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United Way of Ventura County with their “The Building Healthy Smiles program” will provide a school-linked prevention approach in collaboration with their oral health care partners, conduct on-site oral health education, screening, and fluoride varnish application events. Their assessment events will be taking place at Oxnard School District during the 2023-2024, 2024-2025, and 2025-2026 school years. These events are free of charge and neither the school nor student’s insurance are billed for their services. The assessment events conducted focus on kindergarten and 3rd grade students.

Term of Agreement: April 18, 2024 through June 30, 2026

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-267 with United Way of Ventura County.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-267, United Way of Ventura County \(15 pages\)](#)  
[Scope of Work \(2 Pages\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

This Services Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Oxnard School District (hereinafter referred to as "District") and \_\_\_\_\_, (hereinafter referred to as "Provider.")

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

\_\_\_\_\_  
Contract Number



Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**3. NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

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

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

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

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: **N/A**

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following:

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

	<u>Each Occurrence</u>	<u>Aggregate</u>
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. On Site Services; Student Data Access. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. Other Services. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. Tuberculosis Risk Assessment requirements (Education Code section 49406). Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.



21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

N/A

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 20 **24**

Provider: \_\_\_\_\_

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

**By signing below I certify, under penalty of perjury, that: (i)** I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

**By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that** the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: \_\_\_\_\_

**Scope of Work for Building Healthy Smiles / United Way of Ventura County**

<p><b>PROJECT OBJECTIVES</b></p>	<p>The Building Healthy Smiles initiative is a collaborative addressing oral health gaps in services and access to care barriers. With our partner agencies, we seek to improve the oral health of Ventura County youth by focusing on education and prevention. Our objective is to provide our services to elementary schools throughout the county with youth populations that are vulnerable to dental disease. Building Healthy Smiles specifically targets schools in Ventura County where 50% or more of the student population is eligible for the Free or Reduced-Price Meal program. This is to ensure communities most in need are prioritized for services. Our goal is to help identify and possibly prevent future oral health problems among youth in our community through our school-linked oral health assessment program.</p>
<p><b>SCOPE OF SERVICES DESCRIPTION</b></p>	<p>The Building Healthy Smiles program provides a school-linked prevention approach where we, in collaboration with our oral health care partners, conduct on-site oral health education, screening, and fluoride varnish application events. Our assessment events will be taking place between April 18, 2024 and June 30, 2026. These events are free of charge and neither the school nor student’s insurance are billed for our services. The assessment events conducted focus on kindergarten and 3rd grade students. On the day of the oral health assessments, a brief oral health education session is provided for all students in the classroom. Students are then screened by licensed dentists and/or dental hygienists who look for untreated decay or recommendations for molar sealants. Screened students can also receive a fluoride varnish application with parent consent. For students with urgent oral health needs, our team provides follow-up and attempts to connect families to a regular dental home. Students are also provided with oral health kits that include a toothbrush, toothpaste, and floss during assessment events.</p>
<p><b>COST</b></p>	<p>Building Healthy Smiles/United Way of Ventura County will provide services at no cost to the Oxnard School District.</p>

<b>OUTCOMES</b>	<p>For children identified with dental decay during the screening process, we work with our dental partners, the school nurse, and the child’s family to connect the child to dental care and treatment. Establishing a dental home for students without one remains our top priority. Our oral health assessment events also assist kindergarten students who have not completed the state mandated Kindergarten Oral Health Assessment (KOHA). Our events meet the criteria for meeting the KOHA requirement and can help families access dental services so that they are able to comply with the mandate. For the 3<sup>rd</sup> grade students we screen, our assessment events can help monitor the growth and development of permanent teeth among these youth. The screenings can help spot any untreated decay and the need for sealants for molar teeth.</p>
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<b>DESCRIPTION OF TASKS</b>	<p>The Building Healthy Smiles team arranges and coordinates with dental partners to provide the oral health assessment and fluoride varnish at the schools. We print consent forms and promotional materials for school assessment events and coordinate oral health education and oral health kits for students. Our team also ensures dental partner volunteers are trained in the services being provided, and appropriate licenses/certificates are in current standing.</p> <p>With the help our school district partners, space at the school is arranged for the oral health assessment and fluoride varnish events. School district partners also assist us by distributing and collecting the permission and intake forms for students to be screened at the school. Furthermore, any follow up for children in need of restorative care is coordinated with the help of school health representatives.</p>
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## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section C: Facilities Agreement

**Award of Formal Bid #23-06 and Approval of Agreement #23-279 J&H Engineering General Contractors - Pavement Rehab Project 2024 (Lopez, Marina West, and Ramona Schools) (Mitchell-Miller)**

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Formal bids were solicited for Bid #23-06, Pavement Rehab Project 2024 – Lopez, Marina West, and Ramona Schools, pursuant to Public Contract Code 20110. Bids were received and opened at 2:00 p.m., Monday, March 11, 2024. The Bid Summary is attached.

**FISCAL IMPACT:**

\$1,010,262.78 – Deferred Maintenance

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #23-06, Pavement Rehab Project 2024 – Lopez, Marina West, and Ramona Schools and enter into Agreement #23-279 with J & H Engineering General Contractors, Inc., in the amount of \$1,010,262.78.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-279, J & H Engineering General Contractors \(15 Pages\)](#)  
[Bid Summary \(1 Page\)](#)



# SERVICES AGREEMENT

Requisition Number \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Contract Number \_\_\_\_\_

This Services Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Oxnard School District (hereinafter referred to as "District") and \_\_\_\_\_, (hereinafter referred to as "Provider.")

## PROVIDER.

Provider \_\_\_\_\_

Telephone Number \_\_\_\_\_

Street Address \_\_\_\_\_

Fax Number \_\_\_\_\_

City, State, Zip code \_\_\_\_\_

E-mail Address \_\_\_\_\_

Tax Identification or Social Security Number \_\_\_\_\_

License Number (if applicable) \_\_\_\_\_

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number \_\_\_\_\_

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

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

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

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

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

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

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

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

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

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

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance



must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

Pay Applications to be submitted monthly to Dana Miller at [dmiller@oxnardsd.org](mailto:dmiller@oxnardsd.org), and Marcos Lopez at [m6lopez@oxnardsd.org](mailto:m6lopez@oxnardsd.org). Net 30 terms.

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2024

Provider: \_\_\_\_\_

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

**By signing below I certify, under penalty of perjury, that: (i)** I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

**By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that** the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: \_\_\_\_\_





## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section C: Facilities Agreement

### **Award of Formal Bid #23-08 and Approval of Agreement #23-281 BC Rincon Construction, Inc. - Pavement Rehab Project 2024 (Kamala, McAuliffe, and Sierra Linda Schools) (Mitchell-Miller)**

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Formal bids were solicited for Bid #23-08, Pavement Rehab Project 2024 – Kamala, McAuliffe, and Sierra Linda Schools, pursuant to Public Contract Code 20110. Bids were received and opened at 3:00 p.m., Monday, March 11, 2024. The Bid Summary is attached.

#### **FISCAL IMPACT:**

\$893,727.65 – Deferred Maintenance

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #23-08, Pavement Rehab Project 2024 – Kamala, McAuliffe, and Sierra Linda Schools and enter into Agreement #23-281 with BC Rincon Construction Inc., in the amount of \$893,727.65.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-281, BC Rincon Construction Inc \(15 Pages\)](#)  
[Bid Summary \(1 Page\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

This Services Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Oxnard School District (hereinafter referred to as "District") and \_\_\_\_\_, (hereinafter referred to as "Provider.")

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

\_\_\_\_\_  
Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**3. NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

**[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]**

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

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

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

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

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

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

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

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

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

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

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____



- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

**WORK SCHEDULE:**

## SCHEDULE OF FEES

**FEES:**

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

Pay Applications to be submitted monthly to Dana Miller at [dmiller@oxnardsd.org](mailto:dmiller@oxnardsd.org), and Marcos Lopez at [m6lopez@oxnardsd.org](mailto:m6lopez@oxnardsd.org). Net 30 terms.

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**  
**REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2024

Provider: \_\_\_\_\_

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

**By signing below I certify, under penalty of perjury, that: (i)** I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

**By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that** the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date



**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: \_\_\_\_\_



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** April 17, 2024

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

### **Approval of Agreement #23-284 – Mobile Ed Productions Inc. (Fox/Higa)**

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Mobile Ed Productions Inc. will provide a Sky Dome planetarium performance – An assembly about the solar system through a portable and inflatable planetarium at Frank Academy on June 4, 2024.

#### **FISCAL IMPACT:**

Not to Exceed: 1,795.00- Title 1 Funding

#### **RECOMMENDATION:**

It is the recommendation of the Principal at Frank Academy, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-284 with Mobile Ed Productions Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-284, Mobile Ed Productions, Inc. \(4 Pages\)](#)  
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into \_\_\_\_\_ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and \_\_\_\_\_, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ \_\_\_\_\_

Other Ancillary Cost, as applicable

\$ \_\_\_\_\_

Total not to Exceed

\$ \_\_\_\_\_

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
  - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
  - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
  - o Tuberculosis Clearance (Education Code § 49406)

**Non-Discrimination and Equal Employment Opportunity.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

**Confidentiality.** Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

**Fingerprinting.** Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

**Food Vendors.** Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit  Temporary Food Facility permit  Exempt – must show documentation

Date checked by school official: \_\_\_\_\_ initials: \_\_\_\_\_

**Indemnification.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

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

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.  
  
If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability: CG 20 26 10 01
  - 2) Primary, non-contributory: CG 20 01 04 13
  - 3) Waiver of subrogation: CG 24 04 05 09
  - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

**Governing Law and Venues.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**Dispute Resolution.** If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

**Attorney Fees.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

**Signature Authority.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

**Oxnard School District**

Director, Purchasing	Signature	Date

**PROPOSAL**

**Contract # 139065** District: Oxnard School District

**Program:** SKY DOME PLANETARIUM

**Date:** TUESDAY, JUNE 4, 2024

**Start Time:** 8:15 AM

**End Time:** 3:00 PM

**Sessions:** 6

Final payment due by date of show.  
**Please do not pay the performer directly.**

<b>Billing Address:</b> Marisela Magallanes R J Frank Academy of Marine Science and Engineering 701 N. Juanita Avenue Oxnard CA 93030	<b>Program to be held at:</b> R J Frank Academy 701 N. Juanita Avenue Oxnard CA 93030 <b>Attention:</b> Marisela Magallanes
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**Sign and Return this Contract Agreement and Deposit to our office by: Sunday, March 10, 2024**

Include Contract # **139065** on your payment for it to be properly applied.

**Program Cost:** \$1,695.00

**Add'l Fee:** \$100.00

**Grand Total:** \$1,795.00

**Deposit:** \$897.50



Payments Received		
Amount	Date Received	Notes
<b>Balance:</b>	<b>\$1,795.00</b>	

**School Contact Information:** Please notify us of any

**School Phone\*:** (805) 385-1536

\*Required Field

**Client\*:** Marisela Magallanes **Title\*:**

**Client Phone\*:** (805) 385-1536 **Email\*:** mmagallanes@oxnardsd.org

**Alternate\*:** Erika Alstot **Title\*:**

**Alt. Phone\*:** (805) 794-1483 **Email\*:** ealstot@oxnardsd.org

**Performance Requirements: Initial each of the following conditions and responsibilities:**

- Performer will arrive approximately 60 minutes prior to the performance time. Set up approximately 45 minutes.
- Custodial assistance to load & unload may be needed. Performance area to be clear of clutter.
- Recording of the performance is prohibited without prior written permission.
- Please, no cell phone, food, drink or other distractions present during the program.
- Adult School/Venue Personnel Supervision for each program is required, both INSIDE AND OUTSIDE of the dome, AT ALL TIMES.
- Handicap accessibility to the building and performance space (no stairs). This program cannot be set up outside.
- Performance area must have at least a 15 foot high ceiling and a 36 foot diameter to accommodate the Sky Dome.
- Maximum of 5 programs per day. Additional programs will have an additional charge.
- Maximum of 70-90 students per session.
- Group by grade levels recommended.
- Lunch and breaks required when 3 or more sessions are scheduled.
- One electrical outlet.

**Special Performer Instructions:**

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
- Do NOT pay the performer directly
- A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
- Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
- Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

*Cindy Kruczynski*

**Cindy Kruczynski**

For Mobile Ed Productions, Inc.

cindyk@mobileedproductions.com

Sign and Return **X**

**Marisela Magallanes**

Authorized Representative for: R J Frank Academy

Customer Code MEP41522

Mario/mt7/Sky

Contract Number: **139065**

Date Issued 2/27/2024



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section C: Support Services Agreement

### **Ratification of Amendment #1 to Agreement #22-212 - Ventura County Office of Education/SELPA (Fox/Nocero)**

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At the Board meeting on February 15, 2023, the Board of Trustees approved Agreement #22-212 with Ventura County Office of Education/SELPA for Social Emotional Specialist Services (SESS) for the period of 2023-2024 school year, in the amount not to exceed \$132,914.56.

The actual cost for services has exceeded the last amount of \$132,914.56 and it's necessary to increase the amount via Amendment #1 to Agreement #22-212 by \$49,585.44 for a total cost of \$182,500. The increase is to reflect the updated contract services for 2023-2024 school year.

#### **FISCAL IMPACT:**

Not to Exceed: \$49,585.44 Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-212 with Ventura County Office of Education/SELPA.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)

[Agreement ##22-212, VCOE \(4 Pages\)](#)



Amendment #1 to Agreement #22-212

**ADDENDUM TO CONTRACT**

**District: Oxnard School District – Gen Ed**

**Contract Number: SELPA24-155A**

**Contract Period: July 1, 2023 – June 30, 2024**

**Effective Date of Addendum: January 19, 2024**

**ADDENDUM TO REFLECT UPDATED CONTRACT SERVICES TO THE FOLLOWING:**

This is an addendum to the total costs of Social Emotional Specialists Services (SESS) being provided by VCOE to the District.

Original contract estimated amount: \$132,914.56

Amount of estimated increase: \$ 49,585.44

New contract estimated amount: \$ 182,500.00

**All other original terms and conditions of the contract remain the same.**

  
\_\_\_\_\_  
Executive Director, SELPA

Dated: 1/24/24

  
\_\_\_\_\_  
Executive Director, Internal Business Services

Dated: 2-5-24

\_\_\_\_\_  
Lisa A. Franz, Director of Purchasing

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature – District Fiscal Department

Dated: \_\_\_\_\_



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into 02/03/2023 by and between (Date)

Oxnard School District (hereinafter referred to as "Local Educational Agency" or "LEA") and (District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties"

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA 9030
City, State, Zip code

Dr. Jodi Nocero
Contact Name
805-385-1501
Contact Telephone Number
jnocero@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.

Inter-District Agreement for Services

- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

**Insurance**

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution: Electronic Delivery.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

<u>Regina Reed</u> VCOE Department Administrator	<u>Regina Reed</u> VCOE Signature	<u>11/13/23</u> Date
<u>Lisa Cline</u> VCOE Executive Director Internal Business Services	<u>Lisa Cline</u> VCOE Signature	<u>11-20-23</u> Date

**Local Educational Agency Approval**

Valerie Mitchell, Asst. Supt.,  
Business & Fiscal Services  
LEA Business Office Administrator

<u>[Signature]</u> Signature	<u>2/21/2023</u> Date
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STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 06/30/2024. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

Table with 2 columns: Description of fees and Amount. Row 1: Estimated Compensation or Cost for Services (see below) Other Ancillary Cost or fees, as applicable. Amount: \$ 132,914.56. Row 2: Total not to Exceed. Amount: \$

DESCRIPTION OF WORK (required):

The SELPA provides Social/Emotional and Behavioral Services. Social/Emotional and Behavior Specialists are classified employees of the Ventura County Office of Education (VCOE). All of our staff are licensed therapists and/or credentialed school psychologists who are qualified to provide the services listed below, and all are qualified to conduct FBAs. Services may include: Individual or Group Counseling, Behavior Intervention Services- including Functional Behavior Assessments (FBA) and development of Behavior Intervention Plans (PBIPs or CBIPs), Trainings and Consultations: Consultation and training to school staff regarding classroom environments, Consultation and training to district staff regarding behavior assessment, Training and consultation regarding behavioral strategies, Conducting inservices and trainings on a variety of topics, Supporting School-wide classroom management systems, Parent training. SELPA Social/Emotional Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request. Part B services are provided for students ages 3-22 as needed to participating districts and billed based on a proportionate share of use. The cost is billed twice a year and covers salary, benefits, mileage, cell phone, equipment, staff development, and indirect costs. Curricular supplies needed for a specific class or student must be funded by the district. Please advise your business office that the Ventura County Office of Education will be billing for Social/Emotional services provided by Ventura County SELPA for the 2023-2024 school year. The estimated amounts is noted above. The final amount could change slightly based on students enrolling/leaving or changes in IEP services. The final bill will come after the close of the school year, before the 2023-2024 financial books are closed. \*Please note: Part C SESS services for Infants (0-2) are paid for by our Early Start Grant and provided at no cost to your district. The SESS needs of your infant program shall not be included in your response on this form.

WORK SCHEDULE (if applicable):

The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. Prior authorization by District Administrator must be obtained if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 1/2 hours per hour. Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service. The SELPA Director will work with SELPA Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.



VENTURA COUNTY OFFICE OF EDUCATION
Contract/Agreement
Routing Form

Requesting Department

Department Name: SELPA Department Head: Regina Reed
Contact Person: Sarah Fontenot Phone: 805-437-1560

Contractor Information

Contractor Name: Oxnard School District Phone: 805-385-1501
Contact Person: Dr. Jodi Nocero/Lisa Franz Email: jnocero@oxnardsd.org/lfranz@oxnardsds.org

Contract Details

Purpose of Contract/Agreement: Social Emotional Specialist Services (SESS)
Type of Agreement: [X] Receivable/MOU \$ [ ] Payable Contract \$
Start Date: 07/01/2023 End Date: 06/30/2024
Account #: 010-8699-6532-0-5050-0000-000-400-0042-0

Approvals

Table with 2 columns: Signature/Title and Date. Rows include: Dept./Site Administrator Signature (11/13/23), Assoc./Asst. Superintendent Signature (11-14-23), Risk Manager Signature (11/15/23), Chief Technology Officer Signature, Executive Director of IBS Signature (11-20-23).

For Internal Use Only

Employee Management Verified, CalPERS Verified, CalSTRS Verified, Vendor Profile/Address Verified, New Vendor (w9 submitted), Vendor Update needed (w9 submitted), DE542 sent, Encumber as PO w/o Receiving, PO w/Receiving, Blanket, VR #, PO #, Notes

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Amendment #1 to Agreement #23-01 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)**

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At the Board meeting of March 15, 2023, the Board of Trustees approved Agreement #23-01 with Ventura County of Education, in the amount of \$3,439.12, for Special Orientation and Mobility Specialists for the 2023-2024 school year.

Amendment # 1 is needed for an additional amount of \$36,560.88 with Ventura County of Education for the 2023-2024 school year to reflect updated contract services. Total agreement amount is not to exceed \$40,000.00.

#### **FISCAL IMPACT:**

Not to exceed \$36,560.88 - Special Education Funds

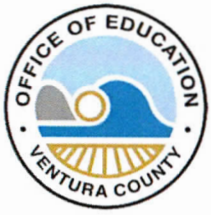
#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #23-01 with Ventura County Office of Education/SELPA.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)

[Agreement #23-01, VCOE SELPA \(3 Pages\)](#)



Amendment #1 to Agreement #23-01

## ADDENDUM TO CONTRACT

District: Oxnard School District

Contract Number: SELPA24-159 A

Contract Period: July 1, 2023 – June 30, 2024

Effective Date of Addendum: January 19, 2024

### ADDENDUM TO REFLECT UPDATED CONTRACT SERVICES TO THE FOLLOWING:

This is an addendum to the total costs of O&M Services being provided by VCOE to the District.

Original contract estimated amount: \$ 3,439.12

Amount of estimated increase: \$ 36,560.88

New contract estimated amount: \$ 40,000.00

All other original terms and conditions of the contract remain the same.

Executive Director, SELPA

Dated: 1/24/24

Executive Director, Internal Business Services

Dated: 2-5-24

\_\_\_\_\_  
Lisa A. Franz, Director of Purchasing

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature – District Fiscal Department

Dated: \_\_\_\_\_





OSD AGREEMENT #23-01

INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into 02/03/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.

Inter-District Agreement for Services

- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

**Insurance.**

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution: Electronic Delivery.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

<u>Emily Mostang-Luna</u> VCOE Department Administrator	<u>[Signature]</u> VCOE Signature	<u>3-23-23</u> Date
<u>Lisa Cline</u> VCOE Executive Director Internal Business Services	<u>Lisa Cline</u> VCOE Signature	<u>3-20-23</u> Date

**Local Educational Agency Approval**

<u>Lisa A. Franz, Director, Purchasing</u> LEA Business Office Administrator	<u>Lisa A. Franz</u> Signature	<u>3-16-2023</u> Date
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**STATEMENT OF WORK**

**Term (required).** The term of this Agreement shall commence on 07/01/2023 and terminate on 06/30/2024. The parties may agree to annual extensions after expiration of the initial term.

**Fees (required).**

Estimated Compensation or Cost for Services (see below)	\$ <u>3,439.12</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

**DESCRIPTION OF WORK (required):**

SELPA Orientation & Mobility Specialists are certificated employees of the Ventura County Office of Education (VCOE). These SELPA specialists conduct assessments, provide classroom consultations, provide direct services and attend IEP meetings. These are 10/11-month programs that begin on the first day of school and conclude at the end of ESY.

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

Part B services are provided for students ages 3-22 as needed to participating districts and billed based on a proportionate share of use. The cost is billed twice a year and covers salary, benefits, mileage, cell phone, equipment, staff development, and indirect costs. Curricular supplies needed for a specific class or student must be funded by the district. Low incidence funds may be used, if applicable.

Please advise your business office that the Ventura County Office of Education will be billing for Orientation & Mobility services provided by Ventura County SELPA for the 2023-2024 school year. The estimated amounts is noted above. The final amount could change slightly based on students enrolling/leaving or changes in IEP services. The final bill will come after the close of the school year, before the 2022-2023 financial books are closed.

**WORK SCHEDULE (if applicable):**

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

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

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Amendment #1 to Agreement #23-02 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)**

---

At the Board meeting of March 15, 2023, the Board of Trustees approved Agreement #23-02 with Ventura County of Education, in the amount of \$28,366.49, to provide Physical Therapy Specialist Services to the Special Education Services Department during the 2023-2024 school year.

Amendment # 1 is needed for an additional amount of \$39,133.51, with Ventura County of Education for the 2023-2024 school year to reflect updated contract services. Total agreement amount is not to exceed \$67,500.00.

#### **FISCAL IMPACT:**

Not to exceed \$39,133.51 - Special Education Funds

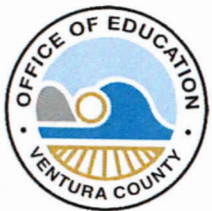
#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #23-02 with Ventura County Office of Education/SELPA.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)

[Agreement #23-02 VCOE SELPA \(3 Pages\)](#)



Amendment #1 to Agreement #23-02

**ADDENDUM TO CONTRACT**


District: Oxnard School District  
Contract Number: SELPA24-100 A  
Contract Period: July 1, 2023 – June 30, 2024  
Effective Date of Addendum: January 19, 2024

**ADDENDUM TO REFLECT UPDATED CONTRACT SERVICES TO THE FOLLOWING:**

This is an addendum to the total costs of Physical Therapy (PT) Services being provided by VCOE to the District.

Original contract estimated amount: \$28,366.49  
Amount of estimated increase: \$ 39,133.51  
New contract estimated amount: \$ 67,500.00

All other original terms and conditions of the contract remain the same.

  
\_\_\_\_\_  
Executive Director, SELPA

Dated: 1/24/24

  
\_\_\_\_\_  
Executive Director, Internal Business Services

Dated: 2-5-24

\_\_\_\_\_  
Lisa A. Franz, Director of Purchasing

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature – District Fiscal Department

Dated: \_\_\_\_\_



OSD AGREEMENT #23-02

INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into 02/03/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District LEA 1051 South A Street Street Address Oxnard, CA 93030 City, State, Zip code

Danielle Jefferson Contact Name 805-385-1501 Contact Telephone Number djefferson@oxnardsd.org Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.

Inter-District Agreement for Services

- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

**Insurance.**

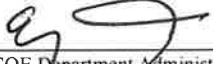

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

**Nature of Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

**Counterpart Execution: Electronic Delivery.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

**Acknowledgement and Agreement**

I have read this Agreement and agree to its terms

 _____ VCOE Department Administrator	 _____ VCOE Signature	<u>3-23-23</u> _____ Date
 _____ VCOE Executive Director Internal Business Services	 _____ VCOE Signature	<u>3-20-23</u> _____ Date

**Local Educational Agency Approval**

<u>Lisa A. Franz, Director, Purchasing</u> LEA Business Office Administrator	 _____ Signature	<u>3-16-2023</u> _____ Date
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**STATEMENT OF WORK**

**Term (required).** The term of this Agreement shall commence on 07/01/2023 and terminate on 06/30/2024. The parties may agree to annual extensions after expiration of the initial term.

**Fees (required).**

Estimated Compensation or Cost for Services (see below)	\$ <u>28,366.49</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

**DESCRIPTION OF WORK (required):**

SELPA Physical Therapy Specialists are classified employees of the Ventura County Office of Education (VCOE). These SELPA specialists conduct assessments, provide classroom consultations, provide direct services and attend IEP meetings. These are 10/11-month programs that begin on the first day of school and conclude at the end of ESY.

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

Part B services are provided for students ages 3-22 as needed to participating districts and billed based on a proportionate share of use. The cost is billed twice a year and covers salary, benefits, mileage, cell phone, equipment, staff development, and indirect costs. Curricular supplies needed for a specific class or student must be funded by the district. Low incidence funds may be used, if applicable.

Please advise your business office that the Ventura County Office of Education will be billing for Physical Therapy services provided by Ventura County SELPA for the 2023-2024 school year. The estimated amounts is noted above. The final amount could change slightly based on students enrolling/leaving or changes in IEP services. The final bill will come after the close of the school year, before the 2022-2023 financial books are closed.

\*Please note: Part C PT services for Infants (0-2) are paid for by our Early Start Grant and provided at no cost to your district. The PT needs of your infant program shall not be included in your response on this form.

**WORK SCHEDULE (if applicable):**

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

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

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



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section C: Facilities Agreement

### **Amendment #1 to Agreement #23-70 – Dial Security (Mitchell/Miller)**

---

At the Board Meeting of June 21, 2023, the Board of Trustees approved Agreement # 23-70 with Dial Security in the amount of \$177,955.58, to provide Alarm Monitoring/Maintenance Services as required at all district sites.

Amendment # 1 is needed to increase the total agreement amount by \$1,687.50 due to additional services through June 30, 2024, for the new Rose Avenue School site.

#### **FISCAL IMPACT:**

\$1,687.50 – Routine Restricted Maintenance

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Amendment #1 to Agreement #23-70 with Dial Security for an additional amount of \$1,687.50.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1, Dial Security \(1 page\)](#)  
[Proposal \(1 Page\)](#)  
[Agreement #23-70 \(9 Pages\)](#)

**Amendment #1 to Agreement #23-70 with  
Dial Security  
April 17, 2024**

At the Board Meeting of June 21, 2023, the Board of Trustees approved Agreement # 23-70 with Dial Security in the amount of \$177,955.58, to provide Alarm Monitoring/ Maintenance Services as required at all district sites.

Amendment # 1 is needed to increase the total agreement amount by \$1,687.50 due to additional services through June 30, 2024, for the new Rose Avenue school site.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Oxnard School District

By: \_\_\_\_\_

Date: \_\_\_\_\_

Lisa Franz  
Director, Purchasing

760 West Ventura Blvd.  
 Camarillo, CA 93010  
 Tel: (805) 389-6700  
 Fax: (805) 383-3401  
 www.dial-comm.com



Proposal Date: April 9, 2024  
 Customer: Oxnard School District – Rose Avenue  
 Proposal Type: Fire and Intrusion Detection System

***Intrusion Detection Equipment Schedule***

Quantity	Description	Price
1	DMP LTE Fire Rated Cellular Communicator	\$395.00/each
LOT	Programming of DMP Intrusion Detection System	N/A
LOT	Monitoring from April 15, 2024 – June 30, 2024	Fire \$45.00/month Intrusion \$47.00/month <u>\$230.00 Total</u>
LOT	Service & Maintenance of Intrusion Detection System	\$425.00/month <u>\$1,062.50/Total</u>
LOT	Labor and Installation	N/A

**Scope of Work:**

Dial Security is to install the above listed intrusion detection system. All work is to be performed during normal business hours.

***Pricing Schedule: Purchase***

Item	Price
Purchase and Installation of the Above Listed System:	\$1,687.50

*Above Listed Pricing Does Not Include Applicable Sales Tax*

***Caveats:***

- *Quotation is valid for 10 days from date of creation.*
- *Communication path for monitoring is based upon available cellular signal. Should a signal not be available, an alternate communication path may be required.*
- *Should the Fire Marshal require additional equipment upon submittal, additional equipment will be added at an additional expense.*
- *Customer is responsible for all programming of Notifier Fire Detection System.*
- *Above listed price based upon existing cable & equipment in normal working condition. Should any cable/equipment need service or repair additional charge will apply.*

# **AGREEMENT**

**#23-70**

This Agreement is entered into by and between the Oxnard School District (hereinafter called the "District"), and **Dial Security** (hereinafter referred to as "Contractor").

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

## **I**

### **TERM**

The term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

## **II**

### **WORK**

Contractor shall perform and render all services as prescribed and required by the General Conditions, Special Bid Conditions, Information for Bidders, Specifications, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

## **III**

### **NON-FUNDING**

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

## **IV**

### **TERMINATION**

This Agreement may be terminated by the District upon thirty (30) days written notice to the Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

V

COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the attached Bid #22-01, incorporated herein by reference, and the attached Bid Form 4.0.

VI

METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified by purchase order. For prompt payment, invoices must be accurate in all details, and invoice must be submitted in duplicate to Oxnard School District, Accounts Payable, 1051 South A Street, Oxnard, California 93030.

VII

CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the General Conditions, Special Bid Conditions, Information for Bidders, Quotation Sheet, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VIII

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

DIAL SECURITY:

Signature Melissa Duncas  
Name: Melissa Duncas  
(print or type)  
Title: COO  
Date: 7/21/2023

OXNARD SCHOOL DISTRICT:

Signature Lisa A. Franz  
Name: Lisa A. Franz  
Title: Director, Purchasing  
Date: 7-27-23  
Approved by Board of Trustees on 6-21-23  
Item No. C.58

**OXNARD SCHOOL DISTRICT**

**BID #22-01 ALARM MONITORING/MAINTENANCE SERVICES**

**4.0 BID FORM**

Pursuant to and in compliance with the Advertisement for bid and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the scope and location of the work, specifications and other contract documents, hereby proposes and agrees to perform, upon notice of award, all of the bid's component parts within the time the bid is required to remain effective, and to furnish everything necessary to perform the contract in a workman like manner all of the work required in connection with Bid #22-01 , Alarm Monitoring/Maintenance Services, all in strict conformity with the bid specifications and conditions on file at the Office of the Director of Purchasing of the Oxnard School District.

4.1 The following addenda have been received and are acknowledged in the bid.

Addendum #1, dated 11/17/23 Addendum \_\_\_\_\_, dated \_\_\_\_\_

Addendum \_\_\_\_\_, dated \_\_\_\_\_; Addendum \_\_\_\_\_, dated \_\_\_\_\_

4.2 Services shall include twenty-four (24) hour alarm, fire, and temperature and Videofied monitoring, routine service and maintenance on the existing systems, including parts and labor, replacement of leased equipment within the designated 180 business day time period and two-way communication with District personnel. Bid for all stated services:

MONTHLY (PAID MONTHLY FOR 12 MONTHS)	\$ <u>14,829<sup>64</sup></u> X12	\$ <u>177,955<sup>58</sup></u>
QUARTERLY (PAID QUARTERLY FOR 4 QUARTERS)	\$ <u>44,488<sup>90</sup></u>	\$ <u>177,955<sup>58</sup></u>
ANNUALLY (WHEN PAID IN FULL BY <u>8/11 2028</u> )	\$ <u>177,955<sup>58</sup></u> X1	\$ <u>177,955<sup>58</sup></u>

4.3 Total cost for leased equipment replacement as designated in Bid Specifications by school:

<u>Site/School:</u>	<u>Amount</u>
Warehouse/Transportation Center	\$ <u>NA</u>
Brekke	\$ <u>NA</u>
Chavez	\$ <u>NA</u>
Curren	\$ <u>NA</u>
Educational Service Center	\$ <u>NA</u>
Enrollment Center	\$ <u>NA</u>
Fremont Academy	\$ <u>NA</u>

Harrington	\$ <u>NA</u>
Lopez Academy	\$ <u>NA</u>
Soria	\$ <u>NA</u>
Kamala	\$ <u>NA</u>
Marina West	\$ <u>NA</u>
Thurgood Marshall	\$ <u>NA</u>
McAuliffe	\$ <u>NA</u>
Operations Service Center	\$ <u>NA</u>
Ramona	\$ <u>NA</u>
Ritchen	\$ <u>NA</u>
Frank Academy	\$ <u>NA</u>
Rose Avenue	\$ <u>NA</u>
San Miguel	\$ <u>NA</u>
Sierra Linda	\$ <u>NA</u>

Total Replacement Cost, including labor at non-prevailing wage \$ 6 NA

4.4 Bidder shall state the cost of reprogramming alarm systems when requested by the District over and above the routing maintenance procedures at non-prevailing rate:

- a. Hourly rate \$ 100 /hour
- b. Site Rate \$ NA /site

4.5 The following required documents are attached hereto:

- |   |                             |  |
|---|-----------------------------|--|
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | BID SECURITY                                   |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | STATEMENT OF BIDDERS QUALIFICATIONS            |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | COPY OF PROPOSED MAINTENANCE CONTRACT          |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | NON COLLUSION AFFADVAIT                        |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | CERTIFICATE OF LIABILITY INSURANCE             |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | CERTIFICATE OF WORKER'S COMPENSATION INSURANCE |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | CERTIFICATE OF AUTOMOTIVE INSURANCE            |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | COPY OF CURRENT ACO LICENSE                    |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | COPY OF CURRENT C-10 LICENSE                   |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | DIR REGISTRATION NUMBER                        |

4.6 It is understood and agreed that if written notice of this bid is mailed, emailed or delivered to the undersigned after the opening of the bid and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form thereto in accordance with the bid as accepted, all within ten (10) days after the receipt of notification of award, and that the work under the

contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's notice to the Contractor to proceed.

4.7 In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days from the date of receiving notification that he is the bidder to whom the contract is awarded, the District may declare the bidder's bid forfeited, caused by the failure of the bidder to enter into contract.

4.8 The bidder understands and agrees that it is the intention of the District that with the consent of the parties this is an annual contract for services which may be renewed up to four years in addition to the original year. YES: JD NO: \_\_\_\_\_ (initial appropriately)

4.9 It is understood the District reserves the right to reject any and all bids as specified in the Instructions and Conditions for Bidders and that this bid shall remain open and not be withdrawn for a period of thirty (30) days after the bid is open ad read aloud.

4.10 The names of all persons interested in the foregoing proposal as principals are as follows:

Melissa Dundas  
William Dundas  
\_\_\_\_\_  
\_\_\_\_\_

IMPORTANT NOTICE: IF BIDDER OR THEIR INTERESTED PARTIES IS A CORPORATION, STATE THE LEGAL NAME OF THE CORPORATION, ALSO NAMES OF THE PRESIDENT, SECRETARY, TREASURER, AND MANAGER THEREOF; IF A CO-PARTNERSHIP, STATE TRUE NAME OF FIRM, ALSO NAMES OF ALL INDIVIDUAL CO-PARTNERS COMPOSING FIRM; IF BIDDER OR OTHER INTERESTED PERSON IS AN INDIVIDUAL, STATE FIRST AND LAST NAMES IN FULL.

**THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THE REPRESENTATIONS MADE IN THIS BID ARE TRUE AND CORRECT.**

Dial Security

Firm Name

(Circle One) Corporation Partnership\* Proprietorship

Melissa Dundas  
Authorized Signature

ESM  
Title



760 W. Ventura Blvd.

Address

Cambridge CA 93010

City, State and Zip Code

11/29/22

Date

(905) 339-6700

Telephone/Email

ACC 0489 C-10806720

License Number

**\*If Bidder is a Partnership, all partners must sign on a separate piece of paper and attach it to the Bid Form.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2023

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

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

PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	CONTACT NAME: Jennifer Leroy
	PHONE (A/C, No, Ext): (713) 521-9251 FAX (A/C, No): (713) 521-0125
	E-MAIL ADDRESS: jleroy@eldoradoinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Arch Insurance Company NAIC # 11150
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: Blanket AI (7/23) REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BSPKG0372800	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BSPKG0372700	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BSFXS0085000	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Assault & Battery coverage included, per policy limits shown.

CERTIFICATE HOLDER	CANCELLATION
lfranz@oxnardsd.org  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  R.L. Ring, Jr./JL03

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

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

Section II, WHO IS AN INSURED, is amended by adding

Any person, organization, trustee or estate:

- a. to whom "you" are obligated by written contract to provide insurance such as that afforded by this policy, or
- b. specifically designated as an additional insured on an authorized Certificate of Insurance received by "us" prior to any "occurrence";

Coverage afforded under (a) or (b) is limited to liability arising out of "your work" for such additional insured(s) and is caused by the negligent acts of the named insured.

This endorsement shall be excess of any other insurance available except coverage afforded by this endorsement will be primary and non-contributory, but only if and to the extent required by written contract.

All other terms and conditions of the Policy remain the same.



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #23-285 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)**

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Oxnard School District will provide services for Fillmore Unified School District student #HZ071413 for the 2023-2024 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

**FISCAL IMPACT:**

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 186 days:	$\$82,774.69 - \$10,951.00 = \$71,823.69$
Extended School Yr. (ESY):	$\$399.00 \text{ per diem} \times 20 \text{ days} = \$7,980.00$

Grand Total: \$79,803.69

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-285 with Fillmore Unified School District.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-285, Fillmore School District \(3 Pages\)](#)



# INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 08-16-23 is made by and between the Oxnard School District and the Fillmore Unified School District ("District of Residence").

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **HZ071413**, a Special Education pupil ("Student") who is a resident of Fillmore School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student's individualized education program ("IEP").
3. FILLMORE UNIFIED SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2023-2024 Base Rate for Deaf and Hard of Hearing Classroom for 186 days = **\$82, 774.69** (\* Does not includes a one-time \$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2020-2021 for above named student.)

\*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$119.00 per hour
- Counseling Services: \$116.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$127.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$156.00 per hour
- ESY Rate: \$399.00 per diem
- One-time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ \_\_\_\_\_

**Student: HZ071413**

Services:

Base Rate for 186 days:	<b>\$82, 774.69 – \$10, 951.00 = \$71, 823.69</b>
Extended School Yr. (ESY):	\$399.00 per diem x 20 days = \$7, 980.00

\*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2023-2024 UPCOMING: 2024-2025

Total: **\$79, 803.69**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Fillmore Unified School District on or before June 30<sup>th</sup> of the

fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2023-2024 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any

of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Fillmore District

Oxnard School District

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

Lisa A. Franz, Director of Purchasing

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Total Cost: 79, 803.69**

### **SCOPE OF SERVICES**

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Fillmore Unified School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Fillmore Unified School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Fillmore Unified School District** pupils being served in the Oxnard program; (L) providing to **Fillmore Unified School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Fillmore Unified School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #23-286 – Ojai Unified School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)**

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Oxnard School District provided services for Ojai Unified School District student #RS082617 during the 2023-2024 school year. Oxnard School District provided a program of instruction which is consistent with the pupil’s individual educational plan as specified in the Individual Service Agreement.

**FISCAL IMPACT:**

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 186 days:	$\$82,774.69 - 10,951.00 = \$71,823.69$
Extended School Year (ESY):	$\$399.00 \text{ per diem} \times 20 \text{ days} = \$7,980.00$
Grand Total:	$\$79,803.69$

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-286 with Ojai Unified School District.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-286, Ojai Unified School District \(3 Pages\)](#)



# INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-16-23 is made by and between the Oxnard School District and the Ojai Unified School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **RS082617**, a Special Education pupil (“Student”) who is a resident of Ojai Unified School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. OJAI SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2023-2024 Base Rate for Deaf and Hard of Hearing Classroom for 186 days = \$82,774.69 (\* **Does not include a one-time \$1,700.00 per student cost for Personal Equipment Setups, as this was contributed in 2020-2021 for the above-named student).**

\*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$119.00 per hour
- Counseling Services: \$116.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$127.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$156.00 per hour
- ESY Rate: \$399.00 per diem
- One-time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ \_\_\_\_\_

**Student: RS082617**

Services:

Base Rate for 186 days:	\$82,774.69–10, 951.00 = \$71, 823.69
Extended School Yr. (ESY):	\$399.00 per diem x 20 days = \$7, 980.00

\*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date:	CURRENT: <u>2023-2024</u>	UPCOMING: <u>2024-2025</u>
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Total: **\$79, 803.69**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Ojai Unified School District on or before June 30<sup>th</sup> of the fiscal

year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2023-2024** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any

of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Ojai Unified School District

Oxnard School District

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

Lisa A. Franz, Director of Purchasing

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Total Cost: \$79, 803.69**

## SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Ojai Unified School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Ojai Unified School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Ojai Unified School District** pupils being served in the Oxnard program; (L) providing to **Ojai Unified School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Ojai Unified School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Agreement #23-287 – Ocean View School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)**

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Oxnard School District provided services for Ocean View School District student #AA080514 during the 2023-2024 school year, including Extended School Year (ESY). Oxnard School District provided a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

#### **FISCAL IMPACT:**

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 186 days:	\$82,774.69 - \$10,951.00 (ADA) = \$71,823.69
Extended School Year (ESY):	\$399.00 per diem x 20 days = \$7,980.00
 Grand Total:	 \$79,803.69

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-287 with Ocean View School District.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-287, Ocean View School District \(3 Pages\)](#)



# INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 08-16-23 is made by and between the Oxnard School District and the Ocean View School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for student **AA080514**, a Special Education pupil (“Student”) who is a resident of Ocean View School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. OCEAN VIEW SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2023-2024 Base Rate for Deaf and Hard of Hearing Classroom for 186 days = **\$82,774.69** (\* Does not includes a one-time \$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2018-2019 for above named student).

\*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$119.00 per hour
- Counseling Services: \$116.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$127.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$156.00 per hour
- ESY Rate: \$399.00 per diem
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ \_\_\_\_\_

**Student: AA080514**

Services:

Base Rate for 186 days:	\$82,774.69 - \$ 10,951.00 (ADA) = \$71,823.69
Extended School Yr. (ESY):	\$399.00 per diem x 20 days = \$7,980.00

\*\*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2023-2024 UPCOMING: 2024-2025

Total: **\$ 79,803.69**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Ocean View School District on or before June 30<sup>th</sup> of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2023-2024 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss,

liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Ocean View School District

Oxnard School District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Accepted By: Lisa A Franz  
Director of Purchasing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Total Cost: \$79, 803.69**

### **SCOPE OF SERVICES**

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Ocean View School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Ocean View School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Ocean View School District** pupils being served in the Oxnard program; (L) providing to **Ocean View School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by an **Ocean View School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section C: Facilities Agreement

### **Ratification of Agreement #23-288 with Atlas Technical Consultants LLC for the Doris/Patterson Site (Mitchell/Miller/CFW)**

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In 2017 an initial Site Assessment, PEA report, and Soils Management Plan was prepared by Atlas Technical Consultants LLC (formerly ATC group) for the Doris Patterson project site. A condition of the site is the requirement for a 5-year re-assessment to be conducted. Atlas Technical Consultants LLC has provided a proposal for the required 5 year report to be conducted and submitted.

Term of Agreement: October 23, 2023 through November 23, 2023

#### **FISCAL IMPACT:**

\$2,350.00 to be funded by 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 Inc., that the Board of Trustees ratify Agreement #23-288 with Atlas Technical Consultants LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #23-288, Atlas Technical Consultants LLC \(15 Pages\)](#)  
[Proposal \(2 Pages\)](#)



# SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

This Services Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between Oxnard School District (hereinafter referred to as "District") and \_\_\_\_\_,  
(hereinafter referred to as "Provider.")

## PROVIDER.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

**3. NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

**4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

**5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

**[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]**

**6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
  - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

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

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

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



- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
  - 1) General Liability
    - Facilities Rental or Lease: CG 20 11 10 01;
    - Most Other services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - CG 20 01 01 13
  - 3) Waiver of Subrogation
    - CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance



must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

**THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.**

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT  
District

\_\_\_\_\_  
Provider

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# STATEMENT OF WORK

## DESCRIPTION OF WORK:

\*PER ATTACHED PROPOSAL DATED August 8, 2023

## WORK SCHEDULE:

OCTOBER 23, 2023 THROUGH NOVEMBER 23, 2023

## SCHEDULE OF FEES

**FEES:**

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

**PAYMENT SCHEDULE:**

Invoices to be submitted monthly to [accountspayable@oxnardsd.org](mailto:accountspayable@oxnardsd.org), Net 30 Terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C  
REQUIRED CERTIFICATIONS**

Services Agreement Dated: \_\_\_\_\_, 2024

Provider: \_\_\_\_\_

**I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)**

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

**By signing below I certify, under penalty of perjury, that: (i)** I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**II. Tuberculosis Risk Assessments Certification (Education Code Section 49406).** With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

**By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that** the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

\_\_\_\_\_  
Name/ Title of Authorized Representative

\_\_\_\_\_  
Signature/ Date

**III. Conflict of Interest Certification**

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: \_\_\_\_\_



August 8, 2023

Mr. Michael Brewer  
Program Manager  
**Caldwell Flores Winters, Inc.**  
521 N. 1<sup>st</sup> Avenue  
Arcadia, CA 91006

**SUBJECT: Proposal for Five-Year Review Report  
Doris Patterson Middle School Site, Oxnard, CA 93030  
Atlas Proposal No. 23-08978**

Dear Mr. Brewer:

In accordance with your request, Atlas Technical Consultants (Atlas), has prepared this proposal to develop a Five-Year Review Report for the above-referenced property (Site) for Caldwell Flores Winters, Inc. (CFW) (Client). This proposal presents our understanding of the project, proposed scope of services and estimated fees.

## **1.0 BACKGROUND**

The Oxnard School District (OSD) has constructed a new middle school at the corner of Doris Avenue and Patterson Road. In 2016 and 2017, ATC Group Services (ATC; now part of Atlas Technical Consultants LLC [Atlas]) developed a Preliminary Endangerment Assessment (PEA) and a Soil Management Plan (SMP) for the project. These documents were transmitted to the Department of Toxic Substances Control (DTSC) to adhere to regulations regarding the construction of new school facilities in the State of California.

The OSD is required by the DTSC to submit a Five-Year Review Report for the Site. CFW has been retained by the OSD as its representative. CFW is requesting that Atlas prepare the Five-Year Review since the former ATC prepared the aforementioned PEA and SMP.

## **2.0 SCOPE OF SERVICES**

Atlas will conduct a reconnaissance of the present Doris Patterson Site, and will review all pertinent documents related to its construction oversight prepared by ATC and others. Atlas will prepare a Five-Year Review Report based upon its findings. Atlas assumes that its representative will be allowed to conduct a reconnaissance of the exterior portions of the Site. This task will concern viewing the exterior of the Site; the interiors of any Site buildings will not need to be observed. Atlas understands that the OSD may prefer to schedule this activity (approximately two hours) outside of regular school hours, including weekends. Atlas will be provided with OSD contact information and will be granted access to the Site at a predetermined day and time.

## **3.0 FEES**

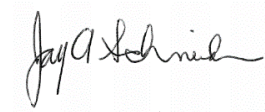
Atlas proposes to conduct the above Scope of Work for a Lump Sum fee of **\$2,350.00**.

#### 4.0 AUTHORIZATION

Atlas appreciates the opportunity to present this proposal and looks forward to working with you on this project. If this proposal is acceptable to you and you would like Atlas to schedule this project, please sign and return the attached Client Services Agreement. If you have any questions or need clarification regarding this proposal, please contact the undersigned.

Respectfully submitted,

#### Atlas Technical Consultants LLC



Jay Schneider, PG/QSD  
Senior Geologist  
Direct Line: 323-517-9648  
Email: [jay.schneider@oneatlas.com](mailto:jay.schneider@oneatlas.com)



Dawn Merrill  
Operations Manager  
Direct Line: 323-517-9662  
Email: [dawn.merrill@oneatlas.com](mailto:dawn.merrill@oneatlas.com)

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Implementation of PARS Early Retirement Incentive (DeGenna)**

---

The analysis of the first Retirement Incentive proposal was presented to the Board at the March 6, 2024 Board meeting, and was not found to be fiscally sound. The Administration worked with PARS to adjust the parameters and explore additional options.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve the implementation of the PARS Early Retirement Incentive, as presented.

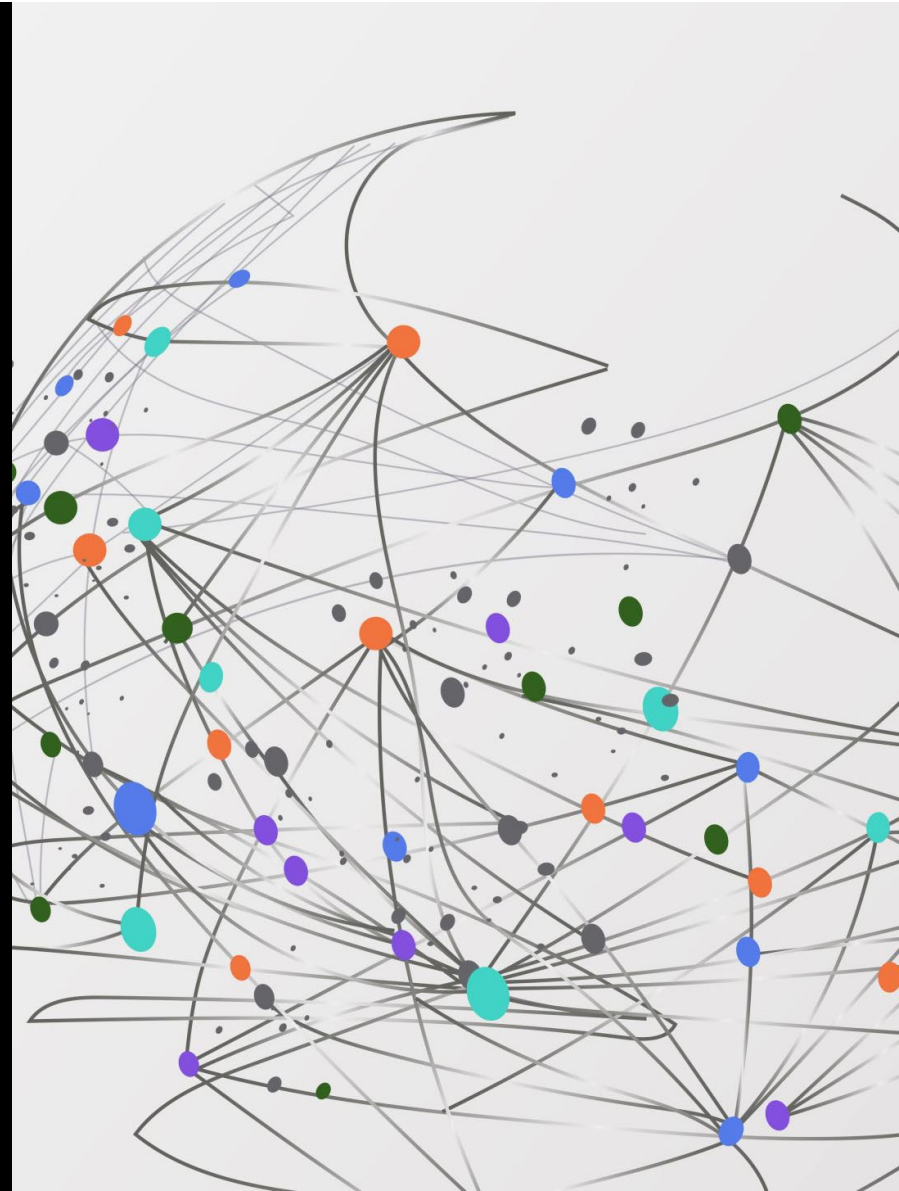
#### **ADDITIONAL MATERIALS:**

**Attached:** [PARS Presentation \(8 pages\)](#)

# PARS Update

Oxnard School District

April 17, 2024



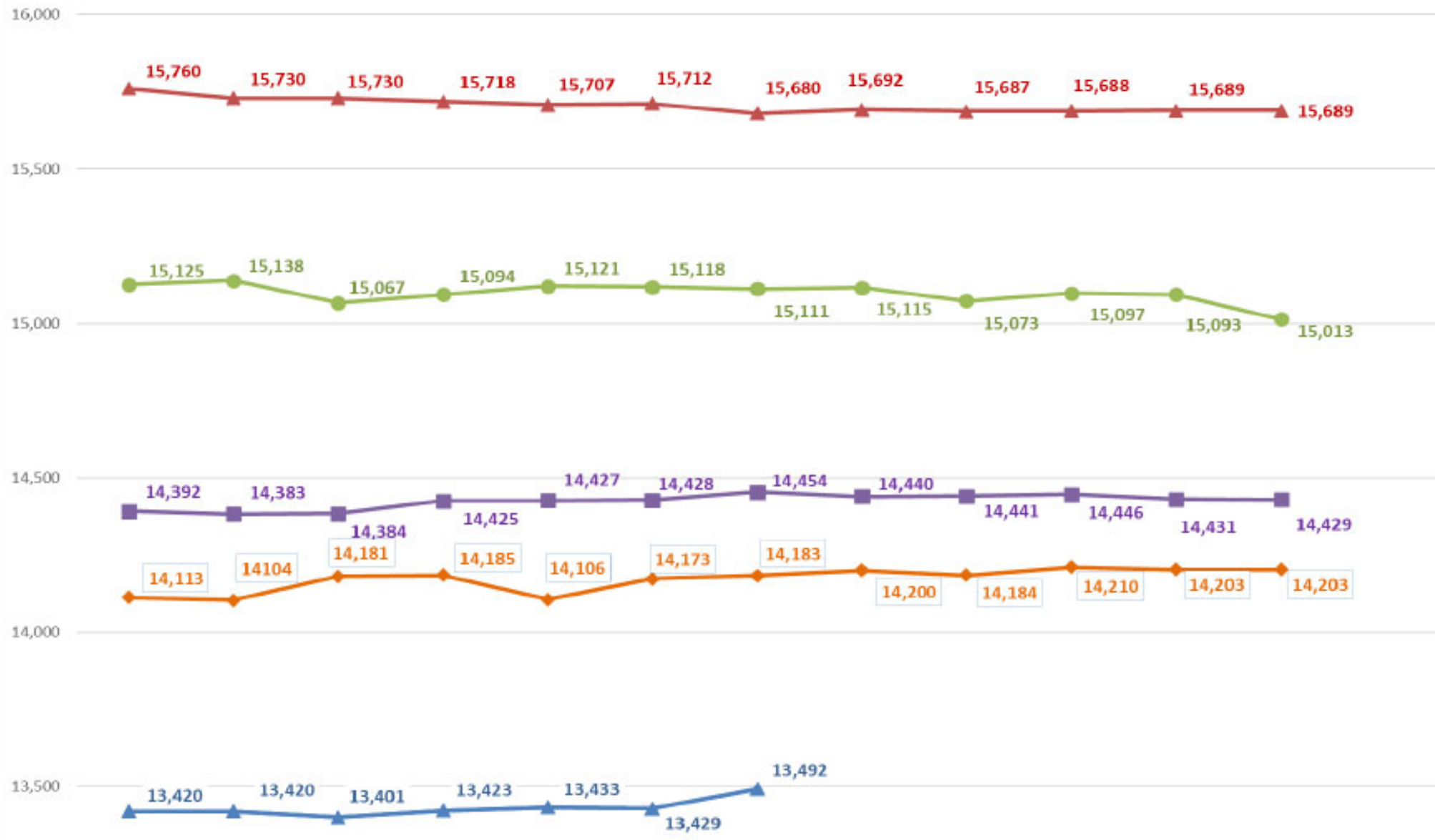
# Purpose

The primary objective of a retirement incentive is to increase and accelerate the retirement rate over and above natural attrition in order to facilitate specific District objectives such as personnel restructuring, fiscal savings, etc.

Fiscal savings are achieved by replacing the retiring employee, who is typically at the top of the salary schedule, with a replacement employee at the bottom of the salary schedule.

With retirement incentives involving teachers, the resulting salary differential is sufficient to pay for the costs of the plan and generate additional savings over and above natural attrition.





The Need...

Reduce 42 teaching  
positions

# Process

- 
- Explore PARS option
  - Communicate information to staff
    - Email
    - In-person meetings
  - Complete packages
  - Analyze results

**When will the determination be made regarding which employee groups (classified, certificated, management, etc.) will be included in the supplementary retirement plan?** OSD will make a determination regarding which, if any, employee groups will be included in late February or early March. Final determination will be based upon whether employee group(s) participation meets the fiscal and operational needs of Oxnard School District. The district reserves the right to offer the retirement incentive program to all, some, or none of the eligible employee groups.



# Analysis

2023-24 Retirements			
Employee Group	# of Eligible Employees	Retirements with PARS SRP	Percentage Retirements
Certificated Non-Management (OEA)	107	45	42.06%
Certificated Non-Management (OSSA)	6	2	33.33%
Certificated Management	5	1	20.00%
Classified Non-Management	87	23	26.44%
Classified Management	5	2	40.00%
<b>TOTAL</b>	<b>210</b>	<b>73</b>	<b>34.76%</b>

# Analysis

## Projected Fiscal Impact: District Replacement Projections

Employee Group	# Non-Replace PARS	Projected Savings in Year 1	Projected Savings over 3 Years	Projected Savings over 5 Years
Certificated NM (OEA)	35.00 (22% Replacement)	\$3,383,902	\$10,069,458	\$17,051,649
Certificated NM (OSSA)	0.00 (100% Replacement)	(\$29,631)	(\$138,957)	(\$299,563)
Certificated MGMT	0.00 (100% Replacement)	(\$45,368)	(\$112,923)	(\$164,983)
Classified NM	0.00 (100% Replacement)	(\$182,036)	(\$573,451)	(\$996,343)
Classified MGMT	0.00 (100% Replacement)	(\$35,986)	(\$136,040)	(\$218,883)
<b>TOTAL</b>	<b>35.00</b> <b>(52% Replacement)</b>	<b>\$3,090,881</b>	<b>\$9,108,087</b>	<b>\$15,371,877</b>

# Recommendation

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Approval of  
PARS Retirement  
Incentive

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section D: Action Items

**Consideration and Adoption of Resolution #23-19 of the Oxnard School District Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Election Order” to be held on November 5, 2024 (DeGenna)**

---

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 second Friday in December 2024. The County Superintendent of Schools has adopted Resolution #24-01, which consolidates OSD’s Governing Board Member Election with all other elections held in the district on November 5, 2024.

Oxnard School District Resolution #23-19 is presented herewith for the Board's consideration.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #23-19 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Election Order” to be held on November 5, 2024.

**ADDITIONAL MATERIALS:**

**Attached:** [Oxnard School District Resolution #23-19 \(2 pages\)](#)  
[VCOE Resolution 24-01 \(3 pages\)](#)

**Resolution #23-19**  
**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”**  
**to be held on November 5, 2024**

**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 5, 2024; 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

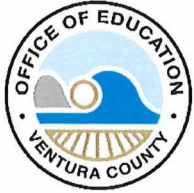
**WHEREAS,** Pursuant to Education Code Section 5322, whenever an election is ordered, the Governing Board of the district shall, not less than 123 days prior to the date set for the election, by resolution delivered to the County Superintendent of Schools and the officer conducting the election, specify 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 5, 2024.
2. The purpose of the election is to elect **two regular term vacancies and one short term vacancy** 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





**RESOLUTION NO. 24-01 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 5, 2024**

**WHEREAS,** Election Code Section 1302(b) requires a Board Member election be held on November 5, 2024, 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 second 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 5, 2024.

**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 14<sup>th</sup> day of March, 2024.



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*Dr. César Morales*  
*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 5, 2024**

<b>District</b>	<b>Elections</b>
Briggs Elementary	(2) Regular Term Vacancies Trustee Area # 1 Trustee Area # 4
Conejo Valley Unified	(2) Regular Term Vacancies Trustee Area # 1 Trustee Area # 5
Fillmore Unified	(2) Regular Term Vacancies Trustee Area # 3 Trustee Area # 4
Hueneme Elementary	(2) Regular Term Vacancies Trustee Area # 2 Trustee Area # 4
Mesa Union Elementary	(2) Regular Term Vacancies Trustee Area # 4 Trustee Area # 5
Moorpark Unified	(3) Regular Term Vacancies Trustee Area # 2 Trustee Area # 4 Trustee Area # 5
Mupu Elementary	(1) Regular Term Vacancy Trustee Area # 1
Oak Park Unified	(2) Regular Term Vacancies
Ocean View	(2) Regular Term Vacancies (1) Short Term Vacancy
Ojai Unified	(2) Regular Term Vacancies Trustee Area # 2 Trustee Area # 4
Oxnard Elementary	(2) Regular Term Vacancies Trustee Area # 1 Trustee Area # 4 (1) Short Term Vacancy Trustee Area # 2
Oxnard Union High School	(2) Regular Term Vacancies Trustee Area # 1 Trustee Area # 5
Pleasant Valley Elementary	(2) Regular Term Vacancies
Rio Elementary	(2) Regular Term Vacancies
Santa Clara Elementary	(1) Regular Term Vacancy Trustee Area # 3
Santa Paula Unified	(3) Regular Term Vacancies Trustee Area # 2 Trustee Area # 4 Trustee Area # 5
Simi Valley Unified	(3) Regular Term Vacancies Trustee Area A Trustee Area B Trustee Area C
Somis Union Elementary	(2) Regular Term Vacancies Trustee Area # 2 Trustee Area # 5
VC Board of Education	(2) Regular Term Vacancies Trustee Area # 3 Trustee Area # 5
Ventura Unified	(2) Regular Term Vacancies Trustee Area # 2 Trustee Area # 3
VC Community College District	(2) Regular Term Vacancies Trustee Area # 3 Trustee Area # 4

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section D: Action Items

### **Approval of Proposition 28 Arts and Music in School Funding School Plans 2024-2025 (Fox)**

---

On November 8, 2022, California voters approved Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act. The measure required the state to establish a new, ongoing program supporting school arts instruction.

The legislation allocates 1 percent of the grades K-12 portion of the Proposition 98 funding guarantee provided in the prior fiscal year. Districts with 500 or more students are required to ensure that at least 80 percent of AMS funds to be expended are used to employ personnel to provide arts education program instruction. The remaining funds must be used for training, supplies and materials, and arts programs, with no more than 1 percent of funds received to be used for a District's administrative expenses.

Funding from the overall allocation was assigned to each site based on student population. Each school in the Oxnard School District has created a plan to use this funding within the requirements, including that schools gathered input from their educational partners in crafting the plan. Board approval is not a requirement of the plan but a local decision.

#### **FISCAL IMPACT:**

N/A, Funding comes from the AMS Funding Guarantee and Accountability Act.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Educational Services that the Board of Trustees approve the Proposition 28 Arts and Music in School Funding School Plans 2024-2025 as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Summary of Prop 28 by School \(4 pgs\).pdf](#)  
[Brekke-Prop. 28 Arts and Music \(2 pgs\).pdf](#)  
[Chavez-Prop. 28 Arts and Music \(2 pgs\).pdf](#)  
[Curren-Prop. 28 Arts and Music \(2 pgs\).pdf](#)  
[Driffill-Prop. 28 Arts and Music \(2 pgs\).pdf](#)  
[Frank-Prop. 28 Arts and Music \(2 pgs\).pdf](#)  
[Fremont-Prop. 28 Arts and Music \(2 pgs\).pdf](#)  
[Harrington-Prop. 28 Arts and Music \(2 pgs\).pdf](#)  
[Kamala-Prop. 28 Arts and Music \(2 pgs\).pdf](#)  
[Lemonwood-Prop. 28 Arts and Music \(2 pgs\).pdf](#)

Lopez-Prop. 28 Arts and Music (3 pgs).pdf  
Marina West-Prop. 28 Arts and Music (2 pgs).pdf  
Marshall-Prop. 28 Arts and Music (2 pgs).pdf  
McAuliffe-Prop. 28 Arts and Music (2 pgs).pdf  
McKinna-Prop. 28 Arts and Music (2 pgs).pdf  
Ramona-Prop. 28 Arts and Music (2 pgs).pdf  
Ritchen-Prop. 28 Arts and Music (1 pg).pdf  
Rose Ave-Prop. 28 Arts and Music (2 pgs).pdf  
Sierra Linda-Prop. 28 Arts and Music (2 pgs).pdf  
Soria-Prop. 28 Arts and Music (2 pgs).pdf  
Elm-Prop. 28 Arts and Music (2 pgs).pdf

Summary of [Prop 28 Plans](#) by School

School	Proposal	Considerations	Allocations
Sierra Linda	Share 1-2 Full Time art/music Teachers or Classified for rotations	Do you need a teacher that is both an art and a music teacher?  Which other school are you sharing with?	\$94,100
Marina West	Share 1-2 Full Time art/music Teachers or Classified	Do you need a teacher that is both an art and a music teacher?  Which other school are you sharing with?  Will the classes be offered as a rotation?	\$88,115
Frank	Hire a full time teacher for the STEAM Lab- Enhance the school's STEAM curriculum?	Is this supplanting since the STEAM Lab already exists?	\$187,517
Ritchen	Share 1-2 Full Time Teachers	Which other school are you sharing with? McAuliffe and Sierra Linda  Ed. Services Approved	\$87,222
Elm	Full Time Piano Teacher to share with another site	Which other school are you sharing with?	\$88,761
Driffill	Hire a full time art teacher and an instructional aide for K-5 Classes	Is this a rotation model? Yes	\$181,789
Lopez	Add mariachi, marching band, and music production	Are you hiring one teacher for the various courses? Yes	\$134,469

	courses?	<p>Will you be developing the elective courses or are the courses developed and approved? They are existing courses at Lopez</p> <p>Ed. Services Approved</p>	
Curren	An art teacher to teach K-5 and 6-8 elective courses	<p>For the K-5 are you following a rotation model? yes</p> <p>Will one teacher be able to support both K-5 and teach elective courses for 6-8?</p> <p>Are the courses created and approved or are they existing elective courses? existing</p>	\$161,296
McAuliffe	1-2 full time art/music program to be shared with two other sites	<p>Which sites are you sharing with? Ritchen and Sierra Linda</p> <p>Will this follow a rotation model? Yes</p>	\$88,578
Chavez	One full time music teacher for K5 and elective courses for 6-8	<p>For the K-5 are you following a rotation model? Yes</p> <p>Will one teacher be able to support both K-5 and teach elective courses for 6-8? Yes</p> <p>Are the courses created and approved or are they existing elective</p>	\$161,933

		<p>courses? They are existing courses that have been added to Chavez' schedule</p> <p>Ed. Services Approved</p>	
Fremont	One full time teacher to teach a Graphic and Design Elective Course	Ed. Services Approved	\$130,075
Harrington	One full time Art Teacher	Ed. Services Approved	\$96,504
Soria	One full Time Music Teacher K5 and elective courses for 6-8	<p>For the K-5 are you following a rotation model?</p> <p>Will one teacher be able to support both K-5 and teach elective courses for 6-8?</p> <p>Are the courses created and approved or are they existing elective courses?</p>	\$151,279
Kamala	Full Time Art Teacher for K-5 rotations	Ed. Services Approved	\$175,666
Lemonwood	Full Time Music Teacher	<p>Is the plan for the teacher to work with K-5 students? It is for K-8</p> <p>Ed. Services Approved</p>	\$169,469
McKinna	Full Time Music/Piano Teacher	Ed. Services Approved	\$109,358
Brekke	Hire a Teacher to provide visual art instruction/share the teacher between Brekee and Rose	Ed. Services Approved	\$97,778

	Avenue		
Rose Avenue	Hire a Teacher to provide visual art instruction/share the teacher between Brekee and Rose Avenue	Es. Services Approved	\$90,371
Ramona	Hire a teacher to teach art and music	Ed Services Approved	\$106,439
Marshall	Full time music teacher on a rotation basis K-5	Ed. Services Approved	\$121,376

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Norman R. Brekke Elementary School
<b>Allocation:</b>	\$97,778

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1000	Certificated Salaries	\$75,000
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	\$16,840
4000	Materials & Supplies	\$2,500
5000	Services & Other Operating Expenses	\$3,438
<b>Total:</b>		<b>\$97,778</b>

		Requirements
<b>Salary budget:</b>	93%	80% Minimum
<b>Non-salary budget:</b>	7%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
2/26/2024	ELAC
1/18/2024	PTA
2/5/2024	Leadership
2/13/2024	Staff Meeting
1/24/2024	Site Council
2/5/2024	Leadership Team

### Plans for Spending

Please write a narrative which explains your plan. Include the following:

- An explanation of how the funds will be used
- Connections to the Strategic Plan and the SPSA

Brekke School will hire a teacher to provide visual art instruction. The teacher will be split between Brekke and Rose Avenue School. Our plan included input from various education partners including ELAC, PTA, Site Council, and Leadership. Our consensus was that art instruction from a credentialed teacher would offer the most rigor, accessibility



and innovation. We recognize the value of all art forms and will supplement our program with music and dance assemblies throughout the school year.

We plan on using multi-disciplinary lenses and diverse perspectives to create meaningful hands-on opportunities for all students. Per our OSD Student Profile, we will anchor our learning in creativity, collaboration, problem solving and global thinking. The allocation for supplies to support art instruction is \$3000. The Services & Other Operating Expenses will be used to fund music and dance assemblies that are multi-cultural and reflect the diversity of our Brekke students in alignment with our Strategic Plan, Goal 2.2.3. and SPSA Plan, Goal 1, Strategy/Activity 5 and Goal 2, Strategy/Activity 22. The implementation of our art program will include periodic check-in's with Rose Avenue and ongoing collaboration with other administrators throughout the district.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Cesar E. Chavez K-8 School
<b>Allocation:</b>	161,933.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1000	Certificated Salaries	100,000
2000	Classified Salaries	0
3000	Benefits (Cert + Class combined)	37,453
4000	Materials & Supplies	12,240
5000	Services & Other Operating Expenses	12,240
<b>Total:</b>		<b>\$161,933</b>

		Requirements
<b>Salary budget:</b>	84%	80% Minimum
<b>Non-salary budget:</b>	16%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
1/9/24	Teachers via Staff Meeting
2/27/24	Teachers via Staff Meeting and Surveys #2
2/9/24	ELAC
3/7/24	SSC
1/23/24	Teacher Survey #1
2/26/24	Leadership Team
3/20/24	Leadership Team

### Plans for Spending

Please write a narrative which explains your plan. Include the following:

- An explanation of how the funds will be used
- Connections to the Strategic Plan and the SPSA

Chavez School will hire one full-time music teacher in order to provide music instruction on a rotation basis for grades K-5 and provide elective periods for middle school students. For the K-5 level, students will engage in introduction to music, music fundamentals, and music appreciation. Ideally, we would hire someone with experience in culturally

relevant music forms. For the middle school, we would like to develop a music performance ensemble or a music appreciation/history course.

Music allows students to express themselves. This supports our SPSA Goal 2 "The social-emotional, health and well-being needs of students will be met in a learning environment that is safe, drug-free and conducive to learning."

Music classes allow students to experience success in a different arena of study, which is key for students who may struggle with other academic areas. Experiencing success allows them to feel more engaged and connected to school overall, and improves their chances of trying harder in their academic areas. This supports the Strategic Plan Goal 2.2, Access, Equity, and Inclusion for creating inclusive educational opportunities, and SPSA Goal 2.

Music classes allow students to show a different side of themselves to the staff and creates a new opportunity for a positive relationship with a new teacher. This supports Goal 2.4 of the Strategic Plan, building positive relationships with staff to advance students.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Curren School K-8
<b>Allocation:</b>	\$166,296

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1000	Certificated Salaries	\$97,479.00
2000	Classified Salaries	0
3000	Benefits (Cert + Class combined)	\$36,886.96
4000	Materials & Supplies	\$ 30,268.00
5000	Services & Other Operating Expenses	\$ 1,662.00
<b>Total:</b>		<b>\$166,296.00</b>

		Requirements
<b>Salary budget:</b>	81%	80% Minimum
<b>Non-salary budget:</b>	19%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
01/22/2024	School Leadership Team
02/27/2024	K-8 Teachers
01/29/2024	School Site Council
01/26/2024	English Learner Advisory Committee (ELAC)

### Plans for Spending

Please write a narrative which explains your plan. Include the following:

- An explanation of how the funds will be used
- Connections to the Strategic Plan and the SPSA

This Arts enrichment proposal represents a visionary approach that recognizes the transformative power of the arts in fostering creativity, critical thinking, and cultural appreciation among our students. This proposal integrates art into the fabric of the curriculum and creates a supportive and inclusive arts community. We aim to inspire our students to become lifelong learners, innovative thinkers, and compassionate global citizens. This proposal holds the promise of not only enriching the educational experience of students but also nurturing a generation of creative leaders who will shape a brighter and more vibrant future through the arts.

This visual arts enrichment program aims at exposing students in kindergarten through eighth grade to various art forms and techniques. A professional art teacher will conduct student workshops, demonstrations, and collaborative projects with students in grades Kindergarten through fifth grade using a rotating schedule throughout the school year. The art

teacher will also teach one elective Arts course for grades sixth through eighth grade. This will enrich students' artistic experiences, provide valuable interdisciplinary connections and foster creativity. The arts enrichment workshops and elective course provides students the opportunities as described in the Oxnard Empowers Strategic Plan Goal 1: Student Academic Engagement & Achievement and Goal 2: Learning Environment & School Climate. The proposal will be monitored through the School Plan for Student Achievement. The impact will be evaluated through student feedback, teacher observations, and assessments of student artwork.

Objectives:

- **Enhance Academic Performance:** Integrate arts into core curriculum subjects to enhance student engagement and understanding. Research has shown that incorporating arts education into academic subjects can improve comprehension, retention, and academic performance across disciplines.
- **Promote Creativity and Self-Expression:** Provide opportunities for students to explore various artistic mediums, techniques, and styles, allowing them to express themselves creatively and develop their unique artistic voices. Cultivating creativity is essential for problem-solving, innovation, and personal growth.
- **Cultivate Cultural Awareness:** Expose students to diverse artistic traditions, cultural practices, and perspectives through the study of global art history and participation in multicultural arts activities. Encouraging cultural awareness fosters empathy, tolerance, and appreciation for diversity.
- **Develop 21st Century Skills:** Equip students with essential 21st-century skills such as collaboration, communication, critical thinking, and creativity through collaborative arts projects and presentations. These skills are vital for success in an increasingly complex and interconnected world.
- **Foster Social and Emotional Well-Being:** Provide a supportive and inclusive environment where students feel empowered to express themselves, take risks, and develop confidence in their abilities. The arts have the power to nurture emotional intelligence, resilience, and social-emotional skills.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	James Driffill Elementary School
<b>Allocation:</b>	\$181,789

**80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.**

**20% may be used for training, supplies, materials, and arts educational partnership programs.**

Object	Description	Budget
1000	Certificated Salaries	80,000
2000	Classified Salaries	24,200
3000	Benefits (Cert + Class combined)	41,977.63
4000	Materials & Supplies	35,611
5000	Services & Other Operating Expenses	0
<b>Total:</b>		<b>\$181,788.63</b>

		Requirements
<b>Salary budget:</b>	80%	80% Minimum
<b>Non-salary budget:</b>	20%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
12-12-2023	SSC
01-19-2024	ELAC
02-20-2024	STAFF
03-10-2024	STAFF Survey

### Plans for Spending

Please write a narrative which explains your plan. Include the following:

- An explanation of how the funds will be used
- Connections to the Strategic Plan and the SPSA

Driffill plans to hire a full time art teacher and an instructional aide who will serve students in grades K-8. We will set up a schedule where the art teacher will support each K-5 class once every other week (rotation model). Because all K-5 classes are Dual Language, the teacher will do art lessons that follow the BUF units, match the student outcomes, and priority standards. All remaining funds will be used to purchase supplies for the art lessons. In grades 6-8, the teacher will work on teaching art integrated with language arts by collaborating with middle school language arts teachers once every other week. The instructional aide will support the arts instruction and support the Art teacher in setting up for the lessons in a designated space so that there is more art instructional time for each day. The art lessons supported by the teacher directly correlates with Goal 1 (Student Academic Engagement and Achievement) in the OSD Strategic Plan. More specifically, our plan correlates with the Recommendations for Actions 1.2 - Strengthening Instruction and Student

Engagement and 1.2.3 - Establish opportunities for all students to participate in comprehensive and coherent visual/performing arts learning as part of the core curriculum.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Robert J. Frank Academy of Marine Science and Engineering
<b>Allocation:</b>	\$187,517

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1000	Certificated Salaries	70,000
2000	Classified Salaries	40,000
3000	Benefits (Cert + Class combined)	45,618
4000	Materials & Supplies	31,899
5000	Services & Other Operating Expenses	
<b>Total:</b>		<b>\$\$187,517</b>

		Requirements
<b>Salary budget:</b>	83%	80% Minimum
<b>Non-salary budget:</b>	17%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
11-13-23	Site Leadership Meeting - Discussed Prop 28
11-17-23	Staff Meeting - Discussed Prop 28
2-12-24	School Site Council Prop 28 Discussion
2-15-24	School Survey to Staff and Families about Prop 28 Interest and Ideas
3-18-24	School Site Council Prop 28 Review Survey Results
3-19-24	Staff Meeting - Prop 28 Review Survey Results

### Plans for Spending

Please write a narrative which explains your plan. Include the following:

- An explanation of how the funds will be used
- Connections to the Strategic Plan and the SPSA

As our educational landscape evolves, it's increasingly important to equip our students with the skills necessary for success in the 21st century. In line with this, RJ Frank proposes the addition of a dedicated STEAM (Science, Technology, Engineering, Arts, and Mathematics) teacher to our school staff. This addition reflects our commitment to providing a



comprehensive and innovative education that prepares students for the challenges and opportunities ahead, as outlined in Oxnard School District's Strategic Plan.

Integrating STEAM education offers numerous benefits to our students. They promote interdisciplinary learning, helping students see the connections between different subjects and develop a holistic understanding of the world. STEAM centered classes foster critical thinking, problem-solving, and creativity, which are crucial skills for success in both academic and real-world settings and align with our District's Student Profile. Thirdly, as outlined in our Strategic Plan, we recognize and value opportunities for our students and the need to expose them to various disciplines to spark interest and passion in these fields, encouraging students to pursue further education and careers in STEM-related fields. Finally, STEAM classes provide hands-on, experiential learning opportunities that engage students and make learning more meaningful and relevant to their lives. This aligns with our Academy focus at RJ Frank, which is Marine Science and Engineering. This will expand further on what we can offer student each day.

To implement this proposal, we will ensure alignment with our school's values and priorities. We will prioritize equity and excellence by providing equitable opportunities for all students within our STEAM curriculum. Additionally, we will create safe and supportive learning environments conducive to students' holistic development. Our STEAM program will also emphasize achievement and global competence, recognizing and promoting students' diverse talents and perspectives as highlighted in our strategic plan, Oxnard Empowers.

This funding plays a key role in modernizing educational infrastructure and preparing students for success in the dynamic 21st-century workforce.

Our plan of implementation is to hire a full-time teacher to be placed in the STEAM lab and also a supporting individual to help manage and maintain the setting. This will allow two individuals to provide high-quality instruction, while having the resources to facilitate and maintain 10 units of instruction at the same time. The remaining funds will be utilized to enhance our STEAM curriculum to meet the evolving needs of our students and community, preparing them for success in an ever-changing world.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Fremont Academy of Environmental Science and Innovative Design
<b>Allocation:</b>	130,075

**80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.**

**20% may be used for training, supplies, materials, and arts educational partnership programs.**

Object	Description	Budget
1000	Certificated Salaries	80,000
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	32,962
4000	Materials & Supplies	17,113
5000	Services & Other Operating Expenses	
<b>Total:</b>		<b>\$130,075</b>

		Requirements
<b>Salary budget:</b>	87%	80% Minimum
<b>Non-salary budget:</b>	13%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
2/26/24 and 3/18/24	SSC
2/21/24 and 3/13/24	ELAC
3/8/24	Parent Survey
3/15/24	Student Survey
3/19/24	Staff Survey

### Plans for Spending

Please write a narrative which explains your plan. Include the following:

- An explanation of how the funds will be used
- Connections to the Strategic Plan and the SPSA

A full time teacher will be hired to teach a Graphic Arts and Design elective. The monetary allocation will be 86% of funds for teacher salary and 14% of funds to adequately supply students with the needed resources. The course will align with Goal 1 of our School Plan for Student Achievement: All students will reach high academic standards in reading and mathematics. Students will work on projects utilizing industry standard software and hardware in a classroom environment that simulates a real-world design studio. They will be introduced to the basic design principles and processes that must be followed in order to successfully complete projects that meet specific criteria. Students will have the opportunity to convey their message, their family message, and or their community's message through art and

design. Through research and collaboration, students will tell a story that promotes the principles of our strategic plan to celebrate history and heritage in their continued journey in becoming global thinkers.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Norma Harrington Elementary School
<b>Allocation:</b>	\$96,504

**80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.**

**20% may be used for training, supplies, materials, and arts educational partnership programs.**

Object	Description	Budget
1000	Certificated Salaries	51,425
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	26,546
4000	Materials & Supplies	18,533
5000	Services & Other Operating Expenses	
<b>Total:</b>		<b>\$96,504</b>

		Requirements
<b>Salary budget:</b>	81%	80% Minimum
<b>Non-salary budget:</b>	19%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
January 22, 2024	SSC
February 23, 2024	ELAC
February 23, 2024	PTA
February 20, 2024	teachers

### Plans for Spending

*Please write a narrative which explains your plan. Include the following:*

- *An explanation of how the funds will be used*
- *Connections to the Strategic Plan and the SPSA*

The Harrington community staff, parents and students collaboratively propose the addition of an Art Teacher to our school program for the academic school year 2024-2025. This position will be funded through the use of Prop 28 funding and other site funding. This proposal comes in response to the expressed need from students’ parents and faculty for a comprehensive arts program. The Art Teacher and program will complement our existing music curriculum thus providing support and a path to a true Comprehensive Arts Program at Harrington. This addition supports goal # 1 in our SPSA and to the goals found in the OSD Strategic Plan, goal # 1. This proposed budget allocation from Proposition 28 funds allows for the hiring of a part-time Art Teacher.

Art education is a crucial component of a well-rounded curriculum, offering students opportunities for creativity, expression, and critical thinking. While we currently have a full-time music teacher, we recognize the importance of

providing equal emphasis on visual arts education. By introducing an Art Teacher, we aim to ensure that all students, including those in our Special Day Classes, have access to a comprehensive arts education.

#### Objective

1. Provide all students with a well-rounded arts education, including exposure to various artistic techniques and mediums.
2. Foster creativity, self-expression, and critical thinking skills through hands-on art experiences.
3. Ensure equitable access to art education for students of all abilities, including those in Special Day Classes.
4. Expose students to diverse artists and artistic styles, promoting cultural awareness and appreciation.

#### Plan

1. Part- Time Art Teacher: The teacher will lead art lessons for all grades, ensuring coverage of the entire student body within the allocated budget.
2. Curriculum Development: The Art Teacher will develop a curriculum that aligns with state standards and emphasizes hands-on artistic experiences. Lessons will cover a variety of artistic techniques, including drawing, painting, sculpture, and mixed media.
3. Inclusive Education: Special attention will be given to accommodating the needs of students in Special Day Classes, with modifications and adaptations made as necessary to ensure their full participation in art activities.
4. Exposure to Artists: Students will be introduced to a diverse range of artists from different cultures and time periods, enriching their understanding of art history and fostering an appreciation for artistic diversity.
5. Integration with Other Subjects: Whenever possible, art lessons will be integrated with other subjects and Biliteracy Units, allowing for cross-curricular connections and reinforcing learning objectives across disciplines and State Standards.

#### Budget Allocation

The proposed budget of \$97,469 for Proposition 28 supplemented with 0790 will cover the salary and benefits of the part-time Art Teacher, as well as supplies and materials necessary for art instruction. This allocation allows for the implementation of a comprehensive art program that meets the needs of all students while remaining within budgetary constraints.

Incorporating an Art Teacher into our school for the 2024-2025 academic year will enrich the educational experience of our students and further our commitment to providing a well-rounded curriculum. By offering art education alongside our existing music program, we ensure that all students can explore their creativity and develop important skills that will benefit them both inside and outside the classroom and provide us with additional support to a true Comprehensive Arts Program.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Kamala School
<b>Allocation:</b>	175,666

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1000	Certificated Salaries	102,516
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	38,017
4000	Materials & Supplies	35,132
5000	Services & Other Operating Expenses	
<b>Total:</b>		<b>\$175,665</b>

		Requirements
<b>Salary budget:</b>	80%	80% Minimum
<b>Non-salary budget:</b>	20%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
March 1, 2024	ELAC
March 18, 2024	School Site Council
March 12, 2024	Site Leadership Team
March 19, 2024	Staff meeting

## **Plans for Spending**

*Please write a narrative which explains your plan. Include the following:*

- *An explanation of how the funds will be used*
- *Connections to the Strategic Plan and the SPSA*

Kamala's plan is to hire a full time art teacher who will serve students in grades K-5.

We will set up a schedule where the teacher will support each K-5 class once a week. Because all K-5 classes at Kamala are Dual Language, the teacher will do art lessons that follow the BUF units, match the student outcomes, and priority standards.

All remaining funds will be used to purchase supplies for the art lessons.

The art lessons supported by the teacher directly correlates with Goal 1 (Student Academic Engagement and Achievement) in the OSD Strategic Plan.

More specifically, our plan correlates with the Recommendations for Actions 1.2 - Strengthening Instruction and Student Engagement and 1.2.3 - Establish opportunities for all students to participate in comprehensive and coherent visual/performing arts learning as part of the core curriculum.

In addition, this plan supports Kamala's strand focus which is Art and Technology.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Lemonwood TK-8 School
<b>Allocation:</b>	169,469

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1000	Certificated Salaries	100,000
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	37,453.00
4000	Materials & Supplies	32,016.00
5000	Services & Other Operating Expenses	
<b>Total:</b>		<b>\$169,469</b>

		Requirements
<b>Salary budget:</b>	81%	80% Minimum
<b>Non-salary budget:</b>	19%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
2/20/2024	Staff Input via Forms
2/28/24	Parent Input Via Forms
2/14/24	School Site Council



## Plans for Spending

Please write a narrative which explains your plan. Include the following:

- An explanation of how the funds will be used
- Connections to the Strategic Plan and the SPSA

Lemonwood School supports the Academy of Communication through Arts and Technology. The plan is to contract a music teacher with the Prop 28 funds as well as purchase materials, supplies, and instruments.

The music teacher will follow the California Arts Standards for Music and focus on the following:

Creating—Anchor Standard 1: Generate and Conceptualize Artistic Ideas and Work

Creating—Anchor Standard 2: Organize and Develop Artistic Ideas and Work

Creating—Anchor Standard 3: Refine and Complete Artistic Work

Performing—Anchor Standard 4: Select, Analyze, and Interpret Artistic Work for Presentation

Performing—Anchor Standard 5: Develop and Refine Artistic Techniques and Work for Presentation

Performing—Anchor Standard 6: Convey Meaning Through the Presentation of Artistic Work

Responding—Anchor Standard 7: Perceive and Analyze Artistic Work

Responding—Anchor Standard 8: Interpret Intent and Meaning in Artistic Work

Responding—Anchor Standard 9: Apply Criteria to Evaluate Artistic Work

Connecting—Anchor Standard 10: Synthesize and Relate Knowledge and Personal Experiences to Make Art

Connecting—Anchor Standard 11: Relate Artistic Ideas and Works with Societal, Cultural, and Historical Context to Deepen Understanding

The site principal will develop a schedule that will maximize new learnings around music for all tk-8 students. Classroom teachers will plan for instruction while students are receiving their music classes. We believe that with the implementation of music classes for all students, our student engagement will improve resulting in more students reaching their learning outcomes. Particularly, we believe that a music teacher will support Oxnard EMPOWERS initiative number 2:

Create and maintain safe, affirming, equitable, and enriched culturally and linguistically sustaining multilingual learning environments of high intellectual performance across all content areas and in all areas needed for 21st Century success.

Additionally, funds will be spent to support an after school mariachi group. Our community has shown interest in the music genre of Mariachi. Our feeder high school, Del Sol has started a Mariachi group and many of our former Lemonwood students are participating in the group. We hope to provide students with access to learning the foundations of Mariachi music at an earlier age.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Dr. Manuel M. Lopez Academy of Arts and Sciences
<b>Allocation:</b>	\$134,469.00.

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1000	Certificated Salaries	\$83,421
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	\$24,154
4000	Materials & Supplies	\$26,894
5000	Services & Other Operating Expenses	
<b>Total:</b>		<b>\$134,469</b>

		Requirements
<b>Salary budget:</b>	80%	80% Minimum
<b>Non-salary budget:</b>	20%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
03-05-2024	ELAC
03-05-2024	School Site Council
03-12-2024	Oxnard Support Services Association (OSSA)
03-12-2024	California School Employee Association- Chapter 272 (CSEA)
03-12-2024	Oxnard Educators Association (OEA)
03-12-2024	Students

### Plans for Spending

Please write a narrative which explains your plan. Include the following:

- An explanation of how the funds will be used
- Connections to the Strategic Plan and the SPSA

At Dr. Manuel M. Lopez Academy, we continuously strive to enhance our students' academic achievements while fostering their holistic development. Recognizing the pivotal role of arts education in promoting intellectual growth,

creativity, and student engagement, we propose the implementation of a comprehensive music program aligned with our School Plan for Student Achievement and the OSD Empowers Strategic Plan.

#### Alignment with School Plan for Student Achievement:

Goal 1: Students reaching high academic standards in reading and math

##### Activity 1: Implementing Effective Instructional Practices

The music program will incorporate instructional strategies that reinforce reading and math skills through rhythm, timing, and notation. For instance, students will learn to read musical notation, reinforcing their understanding of symbols and patterns akin to reading comprehension.

##### Activity 6: Providing Enrichment Opportunities

The music program will offer enrichment opportunities for students to explore mathematical concepts inherent in music theory, such as fractions, proportions, and patterns, thereby strengthening their mathematical proficiency in an engaging and experiential manner.

##### Activity 7: Promoting Student Engagement

Engaging in music activities encourages active participation and collaboration among students, fostering a positive attitude towards learning and promoting student engagement in both academic and extracurricular pursuits.

#### Alignment with OSD Empowers Strategic Plan:

Goal 1: Achieving High Intellectual Performance, Strengthening Instruction, and Student Engagement

The music program will strengthen instruction by incorporating research-based teaching methods, such as differentiated instruction and project-based learning, to cater to diverse learning styles and promote critical thinking and problem-solving skills.

Through active participation in music, students will engage in experiential learning opportunities that stimulate intellectual curiosity and promote a deeper understanding of academic concepts.

Goal 2: Ensuring a Positive Learning Environment and Positive School Climate

The music program will contribute to creating a positive learning environment by providing students with a creative outlet for self-expression, promoting self-confidence, and fostering a sense of belonging and inclusivity within the school community.

#### Alignment with OSD Student Profile:

The music program will nurture students to become innovators and problem solvers by encouraging creativity, experimentation, and critical thinking in musical composition and performance.

Through collaborative musical activities, students will develop essential teamwork and communication skills, preparing them to thrive as global thinkers and collaborators in an interconnected world.

Leveraging technology in music education, students will become proficient digital learners, equipped with the skills necessary to navigate and leverage digital tools effectively in their academic and professional endeavors, aligning with our focus on the future.

Incorporating a music program aligned with our School Plan for Student Achievement and the OSD Empowers Strategic Plan will not only enhance academic outcomes but also contribute to the holistic development of our students as

confident, creative, and resilient individuals. We believe that investing in arts education is paramount to realizing our vision of nurturing well-rounded learners who are prepared to excel in the 21st-century global landscape.

By hiring a full-time music teacher, Dr. Manuel M. Lopez Academy of Arts and Sciences will expand our music electives from 5 to 10 periods. Approximately 150 more students will have access to a music elective during the 2024-2025 Academic School Year. We will add mariachi, marching band, and music production courses.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Marina West Elementary School
<b>Allocation:</b>	\$88,115

**80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.**

**20% may be used for training, supplies, materials, and arts educational partnership programs.**

Object	Description	Budget
1000	Certificated Salaries	59,000
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	28,247
4000	Materials & Supplies	868
5000	Services & Other Operating Expenses	
<b>Total:</b>		<b>\$88,115</b>

		Requirements
<b>Salary budget:</b>	99%	80% Minimum
<b>Non-salary budget:</b>	1%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
School Site Council	March 11, 2024
ELAC	March 11, 2024
Staff	March 12, 2024

### Plans for Spending

*Please write a narrative which explains your plan. Include the following:*

- *An explanation of how the funds will be used*
- *Connections to the Strategic Plan and the SPSA*

Marina West and Sierra Linda will be using all of its allocated funds to pay for 1-2 full-time teachers or classified personnel to provide an art and music program. We will combine our funds with one other K-5 school to pay for these salaries. The teachers will be shared by the two sites. Marina West will use our allocated funds to pay for 1-2 full-time teachers or classified personnel to provide an art and music program on a rotational basis. We will combine our funds with one other K-5 school to pay for these salaries and offer our students a more robust Art and introductory Music program. Students will engage in introduction to music, music fundamentals, and music appreciation. Sierra Linda plans to hire a full-time art teacher who will serve students in grades K-5. We will set up a schedule where the teacher will support each K-5 class once every other week. Ideally, we aim to hire educators with experience in culturally relevant

music and art. These teachers will be shared between the two sites. The funds in the Non-Salary budget will be used to provide materials and supplies for use by students during the implementation of these programs. This aligns with strategic goals 1 and 2 of the Oxnard Empowers Strategic Plan along with goals 1 and 2 of our SPSA.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Thurgood Marshall K-8 School
<b>Allocation:</b>	\$121,376

**80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.**

**20% may be used for training, supplies, materials, and arts educational partnership programs.**

Object	Description	Budget
1000	Certificated Salaries	75,000
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	31,839
4000	Materials & Supplies	14,537
5000	Services & Other Operating Expenses	
<b>Total:</b>		<b>\$121,376</b>

		Requirements
<b>Salary budget:</b>	88%%	80% Minimum
<b>Non-salary budget:</b>	12%%	20% or less
<b>Total Budgeted:</b>	100%%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
December 4, 2023	Leadership Team
December 11, 2023	SSC
December 13, 2023	Marshall Performing Arts Academy Committee
January 22, 2024	Leadership Team
January 26, 2024	ELAC
February 12, 2024	Leadership Team
February 22, 2024	SSC

### Plans for Spending

*Please write a narrative which explains your plan. Include the following:*

- *An explanation of how the funds will be used*
- *Connections to the Strategic Plan and the SPSA*

Marshall School will hire one full-time music teacher in order to provide music instruction on a rotation basis for grades K-5. Marshall School already has a full-time music teacher who provides music instruction to Gr. 6-8 in the middle school. For the K-5 level, students will engage in introduction to music, music fundamentals, and music appreciation. It is the goal to expose Marshall students to a wide variety of musical genres on an international level, as well as develop an appreciation for classic pieces. Music classes allow students to experience success in a different mode of study. This is

key for students who may struggle in other academic areas. This, in turn, will allow students to feel more engaged and connected to school, and will give the necessary motivation academically. This supports the Oxnard Strategic Plan Goal 2.2, Access, Equity, and Inclusion for creating inclusive educational opportunities, and SPSA Goal 2 with social/emotional supports and resources. Music enrichment will also allow students to show another area of their creativity and talent, and making positive connections with their instructor and classmates. This supports Goal 2.4 of the Oxnard Strategic Plan - building positive relationships with staff to advance students.



## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Christa McAuliffe Elementary School
<b>Allocation:</b>	88,578

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1000	Certificated Salaries	55,000
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	27,349
4000	Materials & Supplies	3,228
5000	Services & Other Operating Expenses	3,000
<b>Total:</b>		<b>\$88,578</b>

		Requirements
<b>Salary budget:</b>	93%	80% Minimum
<b>Non-salary budget:</b>	7%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
January 9, 2024	McAuliffe Staff
January 10, 2024	McAuliffe Leadership Meeting
February 28, 2024	English Language Advisory Committee
February 28, 2024	School Site Council
February 29 - March 7, 2024	Parent/Guardian Survey
March 6, 2024	McAuliffe Staff Survey
March 11, 2024	Student Group: Leadership Group
March 13, 2024	Student Group: Proud Challenger Club

### Plans for Spending

Please write a narrative which explains your plan. Include the following:

- An explanation of how the funds will be used
- Connections to the Strategic Plan and the SPSA

Based on input from various members of the school community (as shown above), McAuliffe will be using its allocated funds to pay for one to two full-time teachers to provide an art and music program. The school will combine the budget

with two other K-5 schools (Ritchen and Sierra Linda) to fund the teacher salaries. The three sites will share the teachers and will collaborate on the schedule (rotation basis).

The expenditure aligns with strategic goals 1 and 2 of the Oxnard Empowers Strategic Plan along with goals 1 and 2 of the SPSA. Furthermore the arts program will promote the OSD Student Profile.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	McKinna Elementary School
<b>Allocation:</b>	\$109,358

**80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.**

**20% may be used for training, supplies, materials, and arts educational partnership programs.**

Object	Description	Budget
1000	Certificated Salaries	77,055
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	32,301
4000	Materials & Supplies	
5000	Services & Other Operating Expenses	
<b>Total:</b>		<b>\$109,356</b>

		Requirements
<b>Salary budget:</b>	99.9%	80% Minimum
<b>Non-salary budget:</b>	.1%	20% or less
<b>Total Budgeted:</b>	100%%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
2-26-24	Leadership Team- Survey with how to use the funds
2-27-24	SSC-Survey
2-27-24	Staff Meeting-Survey
2-7-24	ELAC

### Plans for Spending

*Please write a narrative which explains your plan. Include the following:*

- *An explanation of how the funds will be used*
- *Connections to the Strategic Plan and the SPSA*

At McKinna we plan to have a music/piano teacher who will teach our students how to play piano. Classes will be on a rotating schedule that will allow all of our students to participate in piano/music classes on a weekly basis. Students will learn the foundations of music, learn music notes and how to play piano. Having a music/piano teacher supports our strategic goal 1.2.3 (Establish opportunities for all students to participate in comprehensive and coherent visual/performing arts (VAPA) learning as part of the core curriculum). It also supports goal 1.3.1 (Engage staff in designing consistent opportunities for students to illustrate the student profile TK-8 in ways that engage the students to change the world in school and beyond) and goal. 2.4.1 Undertake a suite of coordinated climate improvement strategies designed to create exciting, energized, and supportive multilingual, multicultural school and community

environments; reduce chronic absenteeism; and improve connections and relationships. Having a piano teacher will allow our students to bring out their creative side while making them engage with school in a positive way.

We will use almost 100% of our allocation towards the teacher salary. We may also have to augment the teacher salary with site funds depending upon the actual salary of the teacher who is hired.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Ramona Elementary School
<b>Allocation:</b>	\$106,439

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1000	Certificated Salaries	70,000
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	30,717
4000	Materials & Supplies	5,722
5000	Services & Other Operating Expenses	
<b>Total:</b>		<b>\$106,439</b>

		Requirements
<b>Salary budget:</b>	95%	80% Minimum
<b>Non-salary budget:</b>	5%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
2/7/24	SSC
2/13/24	Staff Meeting
3/1/24	Families- Parent Square
3/5/24	Students- Student Survey
3/5/24	ELAC
3/11/24	Leadership Team
3/12/24	Families- Paper copy Parent Survey

### Plans for Spending

Please write a narrative which explains your plan. Include the following:

- An explanation of how the funds will be used
- Connections to the Strategic Plan and the SPSA

At Ramona School, based on input from students, teachers and families, we plan to hire a teacher who can provide both art and music services. The types and level of services will differ by grade level and will include rhythm/movement,

beats, simple instruments, handmade instruments, etc. ofr music instruction. In art, the focus will be primary colors, color wheel, drawing, texture/finger painting, direct art lessons, etc.

These services will help develop parts of the Student Profile such as the trait of Digital Learner where students will be artistically prepared to succeed and to lead and will align to the strategic plan, goal 2.6 by establishing opportunities for diverse students to develop their voice through art and music, and goal 2.2 by providing access to art and music opportunities in the general education setting to all students. This connects to our SPSA goal 2- by providing students with opportunities to access enrichment during school.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Emilie Ritchen Elementary School
<b>Allocation:</b>	\$87,222

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1000	Certificated Salaries	58,979.36
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	28,242.64
4000	Materials & Supplies	
5000	Services & Other Operating Expenses	
<b>Total:</b>		<b>\$87,222</b>

		Requirements
<b>Salary budget:</b>	100%	80% Minimum
<b>Non-salary budget:</b>	0%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
12-12-23	Staff Meeting
1-22-24	Leadership Meeting
1-31-24	ELAC
2-28-24	SSC

### Plans for Spending

Please write a narrative which explains your plan. Include the following:

- An explanation of how the funds will be used
- Connections to the Strategic Plan and the SPSA

Ritchen will be using all of its allocated funds to pay for 1-2 full-time teachers to run an art and music program. We will combine our funds with two other K-5 schools (McAuliffe and Sierra Linda) to pay for these salaries. The teachers will be shared by the three sites. The expenditure aligns with strategic goals 1 and 2 of the Oxnard Empowers Strategic Plan, along with goals 1 and 2 of the SPSA. Furthermore, the arts program will promote the OSD Student Profile.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Rose Avenue Elementary School
<b>Allocation:</b>	90,371

**80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.**

**20% may be used for training, supplies, materials, and arts educational partnership programs.**

Object	Description	Budget
1000	Certificated Salaries	60,000
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	28,471
4000	Materials & Supplies	1,900
5000	Services & Other Operating Expenses	
<b>Total:</b>		<b>\$90,371</b>

		Requirements
<b>Salary budget:</b>	98%	80% Minimum
<b>Non-salary budget:</b>	2%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
1/9/2024	Rose Avenue Staff
2/15/2024	School Site Council
2/23/2024	ELAC
3/5/2024	Leadership
3/6/2024	PTA
3/12/2024	Rose Avenue Staff

### Plans for Spending

Please write a narrative which explains your plan. Include the following:

- An explanation of how the funds will be used
- Connections to the Strategic Plan and the SPSA

Rose Avenue Elementary School will hire a teacher to provide visual art instruction. The teacher will be split between Rose Avenue Elementary School and Brekke Elementary School. Our plan includes input from our Rose Avenue Staff, Leadership Team, ELAC, School Site Council, and PTA. The majority of the consensus was in the area of Visual Arts, where a credentialed teacher would provide art instruction that would provide rigor, accessibility, and innovation. The Visual Arts can include folk art, painting, sculpture, photography, and craft arts. It can also include graphic arts and design which may include computer coding, animation, music composition, ensembles, script writing, costume design,



film, and video. We plan on using a multi-disciplinary lenses and diverse perspectives to create meaningful hands-on opportunities for all students. In relation to our OSD Student Profile, we will anchor our learning in creativity, collaboration, problem solving and global thinking. We recognize the value of all art forms and will supplement our program with music, theatre, and dance.

The budget allocations for Proposition 28 will include a teacher salary, supplies to support visual art instruction, and school assemblies. The Prop 28 funds are in alignment with our Oxnard Empowers Strategic Plan (2.2.3) and SPSA Plan (Goal 1, Activity 20). In respect to partnering with Brekke Elementary School for the implementation of our art visual program, this will lead to periodic collaboration with the Brekke Administrators and staff.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Sierra Linda Elementary
<b>Allocation:</b>	94,100

**80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.**

**20% may be used for training, supplies, materials, and arts educational partnership programs.**

Object	Description	Budget
1000	Certificated Salaries	49,500
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	26,115
4000	Materials & Supplies	17,544
5000	Services & Other Operating Expenses	941
<b>Total:</b>		<b>\$94,100</b>

		Requirements
<b>Salary budget:</b>	80%	80% Minimum
<b>Non-salary budget:</b>	20%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
February 27, 2024	Staff Input- Staff Meeting
March 8, 2024	EL Parent Input- ELAC Meeting
March 10- March 15, 2024	Parent Survey- Google Survey
March 13, 2024	Parent Input- School Site Council Input and Approval

### Plans for Spending

*Please write a narrative which explains your plan. Include the following:*

- *An explanation of how the funds will be used*
- *Connections to the Strategic Plan and the SPSA*

Sierra Linda will use our allocated funds to pay for 1-2 full-time teachers or classified personnel to provide an art and music program on a rotational basis. We will combine our funds with Marina West to pay for these salaries and offer our students a more robust Art and introductory Music program. Students will engage in introduction to music, music fundamentals, and music appreciation. Sierra Linda and Marina West plan to hire a full-time art teacher who will serve students in grades K-5. We will set up a schedule where the teacher will support each K-5 class once every other week. Ideally, we aim to hire educators with experience in culturally relevant music and art. These teachers will be shared

between the two sites. The funds in the Non-Salary budget will be used to provide materials and supplies for use by students during the implementation of these programs.

The art lessons supported by the teacher directly correlate with Goal 1 (Student Academic Engagement and Achievement) in the OSD Strategic Plan. More specifically, our plan correlates with the Recommendations for Actions 1.2 - Strengthening Instruction and Student Engagement and 1.2.3 - Establish opportunities for all students to participate in comprehensive and coherent visual/performing arts learning as part of the core curriculum. Music classes allow students to show a different side of themselves to the staff and create a new opportunity for a positive relationship with a new teacher. This supports Goal 2.4 of the Strategic Plan, building positive relationships with staff to advance students. In addition, this plan supports Sierra Linda's strand focus which is Health and Art.

Music and Art classes allow students to experience success in a different arena of study, which is key for students who may struggle with other academic areas. Experiencing success allows them to feel more engaged and connected to school overall, and improves their chances of trying harder in their academic areas. This supports the Strategic Plan Goal 2.2, Access, Equity, and Inclusion for creating inclusive educational opportunities, and SPSA Goal 2.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Juan Lagunas Soria School
<b>Allocation:</b>	\$151,279

**80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.**

**20% may be used for training, supplies, materials, and arts educational partnership programs.**

Object	Description	Budget
1000	Certificated Salaries	100,000
2000	Classified Salaries	
3000	Benefits (Cert + Class combined)	37,453
4000	Materials & Supplies	13,826
5000	Services & Other Operating Expenses	
<b>Total:</b>		<b>\$151, 279</b>

		Requirements
<b>Salary budget:</b>	91%	80% Minimum
<b>Non-salary budget:</b>	9%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
January 8, 2024	School Site Council (Parents/Leaders)
January 9, 2024	Staff Meeting (All Certificated)
January 26, 2024	English Language Advisory Committee (Parent Leaders)
February 26, 2024	School Leadership Team
March 20, 2024	All Staff Survey

### Plans for Spending

*Please write a narrative which explains your plan. Include the following:*

- An explanation of how the funds will be used
- Connections to the Strategic Plan and the SPSA

Soria School is considered the TEAL (Technology, Arts, Language) Academy and to fulfill the Arts portion, we wanted a more robust Arts program at our site. The Prop 28 funds will give us the opportunity to bring in one full-time music teacher who will be able to provide music classes to K-5 students on a rotational basis and electives to our 6-8 students. There will be two elective courses. One for 6th grade and one for a 7th/8th grade combination. If there are any other students who want to select music as an elective, we will adjust this model. This, at minimum, would serve approximately 550 students in our elementary classes and from 35 to 100 students in our middle school based on the amount of students who choose to have music as their elective class. There will be a performance each trimester that

will encompass what the children are learning at each grade level. This plan will connect to our district strategic plan by providing “opportunities for all students to participate in comprehensive and coherent performing arts learning as part of the core curriculum”(1.2.3). The music teacher will collaborate with the grade levels to work in conjunction with the current units of study. Bringing music to our students additionally enhances both our academic and social-emotional goals in our School Plan for Student Achievement. Music enhances mathematical ability and, with teacher collaboration can bring another level of cultural competence understanding. Music is also known to build self-esteem and give students another way to express themselves. Prop 28 funding going towards a highly qualified music teacher who understands the academic standards will truly enhance student learning.

## Prop 28 Arts and Music 2024-25 Budget

[Prop 28 FAQ](#)

<b>School Site:</b>	Elm Street School
<b>Allocation:</b>	88,761

**80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.**

**20% may be used for training, supplies, materials, and arts educational partnership programs.**

Object	Description	Budget
1000	Certificated Salaries	42,000
2000	Classified Salaries	10,875
3000	Benefits (Cert + Class combined)	28,481
4000	Materials & Supplies	7,405
5000	Services & Other Operating Expenses	
<b>Total:</b>		<b>\$88,761</b>

		Requirements
<b>Salary budget:</b>	92%	80% Minimum
<b>Non-salary budget:</b>	8%	20% or less
<b>Total Budgeted:</b>	100%	100%

**Educational Partner Input** – Provide dates that input was gathered and the type of group involved:

Date	Educational Partner Group
February 7, 2023	School Site Council
March 11, 2023	ELAC Parent Meeting
January 9, 2024	Educational Staff
February 20, 2024	Students

### Plans for Spending

*Please write a narrative which explains your plan. Include the following:*

- *An explanation of how the funds will be used*
- *Connections to the Strategic Plan and the SPSA*

In alignment with our Oxnard Empowers Strategic Plan 2.6.1 and 4.61 ELM, parents, students, and school staff submitted feedback and requested we offer piano classes as part of our educational offerings. These classes will allow students to develop various skills, including cognitive development, fine motor skills, discipline, emotional expression, stress relief,

and social skills. By incorporating piano instruction into our curriculum, we aim to meet our community's interests while fostering holistic development and enriching the educational experience for all students.

ELM Street Elementary plans to hire a part-time teacher with another school and hire part-time classified staff to support the music instruction.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section D: Action Items

### **Approval of the Arts, Music, and Instructional Materials (AMIM) Discretionary Block Grant Expenditure Plan (Mitchell/Núñez)**

---

In the 2022-23 fiscal year, Governor Newsom approved Assembly Bill 181. Among other things, the bill established a one-time funded Arts, Music, and Instructional Materials (AMIM) Discretionary Block Grant. The grant is available for encumbrance through the 2025-26 fiscal year. The funding may be used for any of the following (1) obtaining standards-aligned professional development and instructional materials for specified subject areas; (2) obtaining professional development and instructional materials for improving school climate; (3) developing diverse, culturally relevant and multilingual school library book collections; (4) operational costs, including retirement and health care cost increases; and (5) COVID-19-related costs necessary to keep pupils and staff safe and schools open for in-person instruction.

The purpose of this agenda item is to seek approval from the Board of Education for the proposed expenditure plan for the AMIM Block Grant as outlined by, and in compliance with the California Department of Education.

#### **FISCAL IMPACT:**

\$8,408,570.00 - To be funded from the AMIM Block Grant

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services, that the Board of Trustees approve the Arts, Music, and Instructional Materials (AMIM) Discretionary Block Grant Expenditure Plan.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Presentation \(6 pages\)](#)

[AMIM Expenditure Plan \(4 pages\)](#)



# Arts, Music Instructional Materials (AMIM) Discretionary Block Grant Expenditure Plan



Valerie Mitchell, MPPA  
Assistant Superintendent  
Business & Fiscal Services

Patty Núñez  
Director of Fiscal Services

# Background

In the 2022-23 fiscal year, Governor Newsom approved Assembly Bill 181. Among other things, the bill established a one-time funded Arts, Music, and Instructional Materials (AMIM) Discretionary Block Grant. The grant is available for expenditure through the 2025-26 fiscal year.

Following the passing of Proposition 28: Arts & Music Education in Public School, the Governor rescinded 35% of the AMIM Discretionary Block grant allocation.

Prior to expending all funds, the Board must approve an expenditure plan.

# The Name Game

Plan	AMIM Discretionary Block Grant	Prop 28
<b>Title</b>	Arts, Music, & Instructional Materials Discretionary Block Grant	Proposition 28: Arts & Music Education in Public Schools
<b>Purpose</b>	Discretionary <i>DISTRICT</i> funds for: <ol style="list-style-type: none"> <li>1) Professional Development &amp; instructional materials</li> <li>2) Instructional Materials to Improve School Climate</li> <li>3) Develop diverse and relevant book collections</li> <li>4) Operational expenses, including facilities, salaries, STRS/PERS and health &amp; welfare costs</li> <li>5) COVID-19 related expenditures</li> </ol>	<i>SCHOOL SITE</i> funds to provide: <ul style="list-style-type: none"> <li>- Supplement Arts &amp; Music education in all TK–12 public schools               <ul style="list-style-type: none"> <li>- 80% Certificated or Classified staff</li> <li>- 19% Training and Supplies</li> <li>- 1% Administrative Expensive</li> </ul> </li> </ul>
<b>Funding Type</b>	One-time Funding	On-going Funding

# Expenditure Plan

**(4) OPERATIONAL COSTS, INCLUDING BUT NOT LIMITED, TO RETIREMENT AND HEALTH CARE COST INCREASES.**

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Increased compensation to strengthen staff stability and advance the district's educational initiatives. Expenditure includes one time 10% retroactive salary payments for staff	\$ 2,848,818.51	\$ 4,869,022.25			\$ 7,717,840.76
Centralized operational support staff	\$ 32,817.24	\$ -			\$ 32,817.24
Indirect Cost	\$ 164,478.00	\$ 493,434.00			\$ 657,912.00
<b>Totals</b>	<b>\$ 3,046,113.75</b>	<b>\$ 5,362,456.25</b>			<b>\$ 8,408,570.00</b>

# Approval

Administrative staff is requesting the Board approve the proposed expenditure plan for the AMIM Block Grant as outlined by, and in compliance with the California Department of Education.

Questions?



**Arts, Music, and Instructional Materials Discretionary Block Grant 2022  
Expenditure Plan**

<b>LEA Name:</b>	<b>Oxnard School District</b>
<b>Contact Name:</b>	<b>Dr. Ana DeGenna</b>
<b>Email Address:</b>	<a href="mailto:adegenna@oxnardsd.org">adegenna@oxnardsd.org</a>
<b>Phone Number:</b>	<b>805-385-1501</b>
<b>Total Amount of funds received by the LEA:</b>	<b>\$ 8,408,570.00</b>
<b>Date of adoption at a public meeting:</b>	<b>April 17, 2024</b>

**The Arts Music, and Instructional Materials Discretionary Block grant is a one-time funding grant available for encumbrance through the 2025-26 fiscal year.**

(a) For the 2022–23 fiscal year, the Governor allocated funding from the General Fund to the State Department of Education to establish the Arts, Music, and Instructional Materials Discretionary Block Grant, for allocation to county offices of education, school districts, charter schools, and the state special schools. Pursuant to Section 134(a) of Assembly Bill (AB) 181 (Chapter 52, Statutes of 2022) as amended by Section 56 of AB 185 (Chapter 571, Statutes of 2022), funds are available to:

1. Obtain standards-aligned professional development and instructional materials, in the following subject areas: Visual and performing arts, world languages, mathematics, science(including environmental literacy), English language arts (including early literacy), ethnic studies, financial literacy ( including the content specified in Section 5184.5 of the California Education Code, media literacy, computer science, history-social studies.
2. Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on de-escalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.
3. Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils’ home languages, to support pupils’ independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils’ home and community experiences and be available in English, pupils’ home language, or a combination of more than one language.
4. Operational costs, including but not limited, to retirement and health care cost increases.
5. As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.



**(4) Operational costs, including but not limited, to retirement and health care cost increases.**

<b>Planned Activity</b>	<b>Budgeted 2022-23</b>	<b>Budgeted 2023-24</b>	<b>Budgeted 2024-25</b>	<b>Budgeted 2025-26</b>	<b>Total Budgeted per Activity</b>
Increased compensation to strengthen staff stability and advance the district's educational initiatives. Expenditure includes one time 10% retroactive salary payments for staff	\$ 2,848,818.51	\$ 4,869,022.25	\$ -	\$ -	\$ 7,717,840.76
Centralized operational support staff	\$ 32,817.24	\$ -	\$ -	\$ -	\$ 32,817.24
Indirect Cost	\$ 164,478.00	\$ 493,434.00	\$ -	\$ -	\$ 657,912.00
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal for this section:</b>	<b>\$ 3,046,113.75</b>	<b>\$ 5,362,456.25</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,408,570.00</b>

## Summary of Expenditures

Section Totals	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
<b>Subtotal Section 1: (PD &amp; Materials)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Section 2: (School Climate)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Section 3: (Diverse Books)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal Section 4: (Operational Costs)</b>	\$ 3,046,113.75	\$ 5,362,456.25	\$ -	\$ -	\$ 8,408,570.00
<b>Subtotal Section 5: (COVID - 19)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals By Year:</b>	<b>\$ 3,046,113.75</b>	<b>\$ 5,362,456.25</b>	<b>\$ -</b>	<b>\$ -</b>	

Total Planned Expenditures by the LEA:
\$ 8,408,570.00

(b) The Superintendent of Public Instruction shall apportion funds proportionally to county offices of education, school districts, charter schools, and the state special schools on the basis of an equal amount per unit of average daily attendance for kindergarten and grades 1 to 12, inclusive, as those numbers were reported as of the second principal apportionment for the 2021–22 fiscal year. The average daily attendance for each state special school shall be deemed to be 97 percent of the enrollment as reported in the California Longitudinal Pupil Achievement Data System as of the 2021–22 Fall 1 Submission.

(c) Funding appropriated pursuant to this section shall be available for encumbrance through the 2025–26 fiscal year. Local educational agencies are encouraged, but not required, to proportionally use resources received pursuant to this section for the purposes noted in paragraphs (1) to (5), inclusive, of subdivision (a) and to support arts and music education programs.

(d) For purposes of this section, standards-aligned instructional materials includes, but is not limited to, books for school and classroom libraries.

(e) The governing board or body of each school district, county office of education, or charter school receiving funds pursuant to this section shall discuss and approve a plan for the expenditure of funds received pursuant to this section at a regularly scheduled public meeting. It is the intent of the Legislature that each school district, county office of education, or charter school expend any resources received pursuant to this section consistent with their governing board or body approved plan.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Natalia Torres

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section D: Action Items

### **Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2023-2024 Collective Bargaining Agreement (Torres/Carroll)**

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The Oxnard School District (District) and OEA have reached a tentative agreement for the 2023-2024 school contract year. The negotiating teams met from October 2023 to March 2024. The following articles were revised:

- ARTICLE VII: Transfers & Reassignments
- ARTICLE IX: Evaluation
- ARTICLE XIX: Salaries
- ARTICLE XXVIII: Term of Agreement
- ARTICLE XXXI: Specialized Job Classification
- NEW ARTICLE: Special Education

The following Memorandums of Understanding (MOU), Side Letter, and Calendar were agreed upon by the parties:

- MOU: Collaboration – Release Days
- MOU: Special Education Paraeducator Support
- MOU: Temporary Assignment for Transitional Kinder Teachers due to Modernization/Construction
- MOU: Temporary Pay Rates for Teacher Supervision of Students on Field/Academic Trips During Intersession and Summer Break
- MOU: TK-6 Class Size – Grade Span Adjustment
- MOU: Effects of the Particular Kinds of Service (PKS) Lay Off
- Side Letter re Employee Experiencing Extenuating Circumstances due to a Work-Related Injury (Confidential)
- 2024-25 School Calendar (186 days)

#### **FISCAL IMPACT:**

The total fiscal impact is: \$5,797,608 from the general fund.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees adopt the 2023-2024 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [Attachments\\_to\\_OEA\\_CBA\\_2023-24](#) (31 pages)

**ARTICLE VII: TRANSFERS AND REASSIGNMENTS**

**2. POSTING OF VACANCIES**

School Site Vacancies:

a. The principal or his/her designee shall email all vacancy announcements to each site bargaining unit member with a minimum of two working days (excluding SIP days) for applying.

~~b. Bargaining unit members absent from school during those two working days, are to be called at the phone number on record and informed of the vacancy and deadline.~~

~~c. If the absent bargaining unit member does not answer:~~

~~(1) Message is left on voice mail/answering machine/text message, and/or personal email (if provided by the unit member);~~

~~(2) If no answering machine, the principal or designee shall record the date and time of the call.~~

**d. b.** At the close of the deadline, the principal will consider all applications and follow contract procedures listed in Article VII: Transfers and Reassignments.

District-wide Vacancies:

The District administration shall provide a list of known vacancies to all bargaining unit members and work sites when the first official vacancy announcement is made no later than the third Monday in April unless mutually agreed upon by the District and the Association. The flying of all district positions shall be held until master schedules have been submitted to HR and shared with staff. The District will inform all bargaining unit members via email and vacancies will be posted on the District website. All bargaining unit members on an extended leave shall be notified of any vacancies via OSD email provided they have left a request to be notified with the District office prior to the beginning of their **district approved** leave. Bargaining unit members shall be notified of additional vacancies. ~~weekly, when known,~~ using the procedures listed above (Article VII: Section 2, School Site Vacancies and District-wide vacancies).

All postings shall include the closing date for filing. The closing date for current bargaining unit members shall be no less than three (3) working days after posting unless the District can demonstrate an unanticipated need to fill the vacancy sooner. No posting or solicitation shall be made outside the District for any vacancy until it has been posted within the District for three (3) working days. After three (3) working days, the District is free to interview and/or hire employees from outside the District. ~~Vacancies that occur during the summer shall be posted at the District Office, at each school site, and the announcements of vacancies shall be sent to all bargaining unit members via Oxnard School District email. Bargaining unit members who desire to transfer shall file a transfer application online with Human Resources and shall receive written/email confirmation of said application.~~

Vacancies that occur after the last day of instruction will be flown district wide for three (3) working days. These vacancies will first be filled by site teachers in order of seniority. If no site transfers are requested, the vacancy will be filled in accordance with Article VII, Section 3, Criteria for Filling Voluntary Transfers and Reassignments.

If a bargaining unit member is displaced, the affected bargaining unit member may apply for vacancies District wide during the displaced teacher pool. The displaced teacher pool will occur after the first round of District wide transfers. If a displaced bargaining unit member chooses not to select a position in the displaced pool, they may apply for District wide vacancies as per the collective bargaining agreement.

Transfer applications shall be addressed to specific vacancies; transfer requests not so addressed may be disregarded, and the unit member shall be so notified. All applicants shall receive written/email notice as to whether or not they received the position for which they applied. A bargaining unit member who does not receive a requested transfer shall be given the reasons in writing within five (5) days, if requested.

2, 4, and 5. In cycle II, evaluation of non-permanent teachers shall focus on CSTP 1, 3, and 5.

2. Evaluation criteria shall be set forth in writing, using the form for that purpose attached as an addendum to this Agreement.

3. For each year, the deadlines for establishing evaluation criteria under paragraphs 1 and 2 of this subsection shall be established within 30 calendar days from the start of the school year or of the commencement of duties.

#### Standard Evaluation

1. Standard Evaluation shall entail at least two Formal Observations per annual evaluation period. Formal Observations should begin approximately one month after the setting of evaluation criteria and should conclude no later than ten (10) days prior to the Final Evaluation Summary Report. Formal Observations shall not be undertaken during the week preceding a school holiday break consisting of five (5) or more days.

2. Successful completion of a Formal Observation shall be determined by a numerical rating, substantiated by a narrative summary of the rating.

Points shall be attributed as follows:

Unit member's use of specific elements in standard	Rating	Points Allocated
Consistent	Exemplary Practice	4
Frequent	<del>Maturing Practice</del> Meeting Standard	3
Occasional	Developing Practice	2
Rare or Nonexistent	Unsatisfactory	1

3. After each Formal Observation, the Evaluator shall present a written report of the observation to the unit member within five (5) days following the observation. A post-observation conference shall be held within seven (7) days following the observation to discuss and review the observation and/or report. Within five (5) days thereafter, the unit member shall sign the report indicating only that he/she has read the report, understands it and has been given the opportunity of responding to it in writing; the signature does not necessarily indicate the unit member's agreement with the evaluation. Within the same five (5)-day period described in the immediately preceding sentence, the unit member may submit a written response to the report, and such written response shall be attached to the report and become a permanent part thereof.

1 4. Where a non-permanent unit member receives a rating of  
 2 Unsatisfactory (1) for any CSTP standard in his/her first Formal Observation  
 3 in the school year, the Evaluator shall  
 4 disclose in writing specific areas in which improvement is needed. The unit  
 5 member and his/her Evaluator shall develop a performance improvement  
 6 plan which shall include additional Formal Observations at intervals set forth  
 7 in the performance improvement plan. The unit member shall take  
 8 affirmative action to improve in the areas noted by the Evaluator.

9 **Final Evaluation Summary Report**

10 1. A Final Evaluation Summary Report shall be submitted to the unit  
 11 member no later than thirty (30) calendar days preceding the close of the  
 12 school year. Within seven (7) days following the submission of the Final  
 13 Evaluation Summary Report to the unit member, the Evaluator and unit  
 14 member shall meet to review the report. Within five (5) days thereafter, the  
 15 unit member shall sign the report indicating only that he/she has read the  
 16 report, understands it and has been given the opportunity of responding to  
 17 it in writing; the signature does not necessarily indicate the unit member's  
 18 agreement with the evaluation. Within the same five (5)-day period  
 19 described in the immediately preceding sentence, the unit member may  
 20 submit a written response to the report, and such written response shall be  
 21 attached to the report and become a permanent part thereof.

22 2. Final Evaluation ratings shall be determined as follows:

Ratings for each CSTP Standard	Final Evaluation Rating
2 or above (i.e. Developing Practice or above for each CSTP standard)	Meets or Exceeds
1	Unsatisfactory

23  
 24  
 25  
 26  
 27 3. A non-permanent unit member who receives a rating of  
 28 "Unsatisfactory" (i.e., a numerical rating of 1) on his/her Final Evaluation  
 29 Summary Report must develop a performance improvement plan. Such  
 30 performance improvement plan shall emphasize support for the unit  
 31 member's professional development. The unit member shall be  
 32 reevaluated the following year. In addition, any non-permanent teacher  
 33 receiving a rating of "Unsatisfactory" in any of CSTP 2, 4, or 5 in Cycle 1 will  
 34 be re-evaluated on such standard(s) in Cycle II in addition to the other  
 35 required standards for Cycle II. Permanent teachers who earned an overall  
 36 final evaluation rating of 4, "Exemplary" may be evaluated at least once



1 every four (4) school years, with prior consent of the evaluator and unit  
2 member.

3 4. A unit member receiving an "Unsatisfactory" rating on a Final  
4 Evaluation Summary Report must participate in the PAR program.

5 **PERMANENT UNIT MEMBERS** Permanent teachers shall be evaluated at  
6 least once every other school year. Permanent teachers with a least ten  
7 (10) years in the District may be evaluated at least once every four (4)  
8 school years, with prior consent of the evaluator and unit member. Consent  
9 for an evaluation cycle beyond every other year may be withdrawn at any  
10 time by either the teacher or the evaluator.

11  
12 The parties recognize that permanent unit members who have consistently  
13 demonstrated a skilled level of teaching may benefit from evaluation  
14 methods more specifically tailored to their professional needs and goals.  
15 Therefore, Eligible Teachers may select an Alternative Evaluation Method,  
16 subject to the provisions of this Article.

17 Establishing Evaluation Criteria

18 1. For each evaluation cycle, each permanent unit member and his/her  
19 Evaluator will meet and mutually agree upon a CSTP 6: Plan for Developing  
20 as a Professional Educator. The unit member and his/her Evaluator shall  
21 also meet and mutually agree upon evaluation criteria. Where Standard  
22 Evaluation is to be used, the permanent unit member and his/her Evaluator  
23 shall review the CSTP. Permanent teachers subject to Standard Evaluation  
24 and their Evaluators shall agree upon two CSTP standards upon which  
25 evaluation shall be based. If the unit member and his/her Evaluator are  
26 unable to agree upon two CSTP standards, then each party shall select one  
27 CSTP standard.

28 2. Evaluation criteria shall be set forth in writing, using the form for that  
29 purpose attached as an addendum to this Agreement.

30 3. For each year, the deadlines for establishing evaluation criteria  
31 under paragraphs 1 and 2 of this subsection shall be established within  
32 thirty (30) calendar days of the beginning of the school year or  
33 commencement of duties.

34 Standard Evaluation

35 1. Standard Evaluation for permanent unit members shall entail at least  
36 one (1) Formal Observation per annual evaluation period. Unit members  
37 may be required to undergo up to a maximum of three (3) Formal

1 Observations for the annual evaluation period, as set forth in paragraphs 3  
 2 and 4 of this subsection. Formal Observations should begin approximately  
 3 one month after the setting of evaluation criteria and should conclude no  
 4 later than ten (10) days prior to the Final Evaluation Summary  
 5 Report. Formal Observations shall not be undertaken during the week  
 6 preceding a school holiday break consisting of five (5) or more days.

7 2. Successful completion of a Formal Observation shall be determined  
 8 by a numerical rating, substantiated by a narrative summary of the rating.

9 /  
 10 /

11 Points shall be attributed as follows:

Unit member's use of specific elements in standard	Rating	Points Allocated
Consistent	Exemplary Practice	4
Frequent	Maturing Practice Meeting Standard	3
Occasional	Developing Practice	2
Rare or Nonexistent	Unsatisfactory	1

19 3. After each Formal Observation, the Evaluator shall present a written  
 20 report of the observation to the unit member within five (5) days following  
 21 the observation. A post-observation conference shall be held within seven  
 22 (7) days following the observation to discuss and review the observation  
 23 and/or report. Within five (5) days thereafter, the unit member shall sign the  
 24 report indicating only that he/she has read the report, understands it and  
 25 has been given the opportunity of responding to it in writing; the signature  
 26 does not necessarily indicate the unit member's agreement with the  
 27 evaluation. Within the same five (5)-day period described in the  
 28 immediately preceding sentence, the unit member may submit a written  
 29 response to the report, and such written response shall be attached to the  
 30 report and become a permanent part thereof.

31 4. A unit member who receives a numerical rating of 4 ("Exemplary  
 32 Practice") for each CSTP standard in his/her initial Formal Observation shall  
 33 not be required to undergo additional Formal Observations during that  
 34 evaluation period.

35 5. A unit member who receives a numerical rating below four (4) for any  
 36 CSTP standard on his/her first Formal Observation, shall be subject to at  
 37 least one (1) additional Formal Observation. A unit member who receives

1 a numerical rating of 3 (“~~Maturing Practice~~ **Meeting Standards**”) or above  
 2 for each CSTP standard in his/her second Formal Observation shall not be  
 3 required to undergo additional Formal Observations during that evaluation  
 4 period.

5 6. Where a permanent unit member receives a numerical rating of 2  
 6 (“Developing Practice”) or below in any CSTP standard for his/her first or  
 7 second Formal Observation in the school year, the Evaluator shall disclose  
 8 in writing specific areas in which improvement is needed. The unit member  
 9 and his/her Evaluator shall develop a performance  
 10 improvement plan which shall include additional Formal Observations (not  
 11 to exceed a total of three (3) for the entire evaluation period, taking into  
 12 account any Formal Observation(s) already completed) at intervals set forth  
 13 in the performance improvement plan. The unit member shall take  
 14 affirmative action to improve in the areas noted by the Evaluator.

15 Final Evaluation Summary Report

16 1. A Final Evaluation Summary Report shall be submitted to the unit  
 17 member no later than thirty (30) calendar days preceding the close of the  
 18 school year. Within seven (7) days following the submission of the Final  
 19 Evaluation Summary Report to the unit member, the Evaluator and unit  
 20 members shall meet to review the report. Within five (5) days thereafter,  
 21 the unit member shall sign the report indicating only that he/she has read  
 22 the report, understands it and has been given the opportunity of responding  
 23 to it in writing; the signature does not necessarily indicate he unit member’s  
 24 agreement with the evaluation. Within the same five (5)-day period  
 25 described in the immediately preceding sentence, the unit member may  
 26 submit a written response to the report, and such written response shall be  
 27 attached to the report and become a permanent part thereof.

28 2. Final evaluation rating shall be determined as follows:

Rating for each CSTP Standard	Final Evaluation Rating
4	Exemplary
3	<del>Maturing Practice</del> <b>Meeting Standard</b>
2	Developing
1	Unsatisfactory

34 3. A permanent unit member who receives a rating of “Developing  
 35 Practice” (i.e., a numerical rating of 2) for any CSTP standard on  
 36 his/her Final Evaluation Summary Report shall be re-evaluated the  
 37 following year, but only in any CSTP standard(s) for which the unit

1 member received a rating of “Developing Practice,” unless the unit  
 2 member elects to be fully re-evaluated. A permanent unit member  
 3 who receives a rating of “Unsatisfactory” (i.e., a numerical rating of  
 4 1) in any CSTP standard on his/her Final Evaluation Summary  
 5 Report shall be fully re-evaluated the next year. In either case, re-  
 6 evaluation shall be through Standard Evaluation in accordance with  
 7 this Article.

8 4. A unit member receiving an “Unsatisfactory” rating on a Final  
 9 Evaluation Summary Report must participate in the PAR program.

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12 **ALTERNATIVE EVALUATION**

13 1. In lieu of Standard Evaluation, an Eligible Teacher may elect one of  
 14 the Alternative Evaluation Methods approved by the District and the  
 15 Association. The specific protocols and requirements for each Alternative  
 16 Evaluation Method shall be established by the District and the Association.  
 17 An Eligible Teacher who does not complete his/her Alternative Evaluation  
 18 or who receives an overall final evaluation of “Developing” or  
 19 “Unsatisfactory” will lose his/her Eligible Teacher status and will be  
 20 reevaluated the following year using Standard Evaluation.

21 Final Evaluation Summary Report A Final Evaluation Summary Report  
 22 shall be submitted to the unit member no later than thirty (30) calendar days  
 23 preceding the close of the school year. Within seven (7) days following the  
 24 submission of the Final Evaluation Summary Report to the unit member, the  
 25 Evaluator and unit member shall meet to review the report. Within five (5)  
 26 days thereafter, the unit member shall sign the report indicating only that  
 27 he/she has read the report, understands it and has been given the  
 28 opportunity of responding to it in writing; the signature does not necessarily  
 29 indicate the unit member’s agreement with the evaluation. Within the same  
 30 five (5) day period described in the immediately preceding sentence, the  
 31 unit member may submit a written response to the report and such written  
 32 response shall be attached to the report and become a permanent part  
 33 thereof.

34 2. For Alternative Evaluation, point allocation shall be as follows on the  
 35 next page:

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Rating	Level of Completion	Growth Criteria	Points Allocated
Exemplary	<ul style="list-style-type: none"> <li>All option requirements completed</li> </ul> <p>4</p> <ul style="list-style-type: none"> <li><u>Significant</u> growth* in teaching, student impact or school-community contribution</li> <li><u>Evidenced in: Artifacts/Project completion and Final Self-Evaluation Summary</u></li> </ul>	4 of	4
Maturing-Practice Meeting Standard	<ul style="list-style-type: none"> <li>All option requirements completed</li> </ul> <p>3</p> <ul style="list-style-type: none"> <li><u>Satisfactory</u> growth* in teaching, student impact or school-community contribution</li> <li><u>Evidenced in: Artifacts/Project completion and Final Self-Evaluation Summary</u></li> </ul>	3 of	4
Developing (reverts to Standard Evaluation in subsequent year)	<ul style="list-style-type: none"> <li>All or partial option requirements completed</li> </ul> <p>2</p> <ul style="list-style-type: none"> <li><u>Minimal</u> growth* in teaching, student impact or school-community contribution</li> <li><u>Evidence not found in: Artifacts/Project completion and Final Self-Evaluation Summary</u></li> </ul>	2 or	4
Unsatisfactory (reverts to Standard Evaluation in subsequent year)	<ul style="list-style-type: none"> <li>All or partial option requirements completed</li> </ul> <p>1</p> <ul style="list-style-type: none"> <li><u>No growth</u>* in teaching, student impact or school-community contribution</li> <li><u>Evidence not found in: Artifacts/Project completion and Final Self-Evaluation Summary</u></li> </ul>	1 of	4

**\*GROWTH CRITERIA**

1) Activity consistently sustained throughout the year; artifacts reflect each trimester

- 1 2) Impact to teacher growth and student learning  
 2 3) Home/School connection through parent outreach, which incorporates interactive communication  
 3 with families and/or contribution to the educational community  
 4 4) Reflects more than one CSTP (other than standard 6) or addresses all elements of a particular  
 5 CSTP

6 3. A unit member who has elected to undergo Alternative Evaluation  
 7 and receives a rating of "Developing Practice" or below (i.e., a rating of 2 or  
 8 below) on a Final Evaluation Summary Report for such Alternative  
 9 Evaluation shall be fully re-evaluated the next year. Re-evaluation shall be  
 10 through Standard Evaluation in accordance with this Article. In addition, a  
 11 unit member receiving an "Unsatisfactory" rating (i.e., a rating of 1) on a  
 12 Final Evaluation Summary Report must participate in the PAR program.

### 13 **PERSONNEL FILES**

14 1. The District shall maintain personnel files in accordance with  
 15 applicable law. Materials in personnel files of unit members are to be made  
 16 available for the inspection of the unit member involved. Every unit member  
 17 shall have the right to inspect such materials upon request and with  
 18 reasonable advance notice. Such review may take place during normal  
 19 business hours and the employees shall be released from duty for this  
 20 purpose without salary reduction. Upon written authorization by the unit  
 21 member, a representative of the Association shall be permitted to examine  
 22 and/or obtain a copy of nonconfidential materials in such unit member's  
 23 personnel file without charge.

24 2. Such material is not to include rating, reports, or records which (1)  
 25 were obtained prior to the employment of the person involved, (2) were  
 26 prepared by identifiable interviewing committee members, or (3) were  
 27 obtained in connection with a promotional examination. Matters which are  
 28 outside the scope of employment are irrelevant to the process of evaluation.

29 3. Information of a derogatory nature, except material which may serve  
 30 as a basis for affecting the status of a unit member's employment, shall not  
 31 be entered or filed unless and until the employee is given notice and an  
 32 opportunity to review and comment thereon. An employee shall have the  
 33 right to enter, and have attached to any such derogatory statement, his/her  
 34 own comments.

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OEA Counter 2.28

District Accepted #9

Article XIX: Salaries

Time: 1245

The 2023-24 certificated salary schedule shall be increased by 4% on schedule and 2% off schedule retroactive to July 1, 2023.

Stipend for Doctorate: An annual stipend of \$1000 will be granted to teachers with an earned doctorate degree.

N Torres 4/10/24  
Natalia Torres  
Assistant Superintendent  
of HR

[Signature] 4/10/24  
OEA President  
Gacie Thurman

**Article XXVIII: Term of Agreement**

This agreement shall remain in full force and effect up to and including June 30, ~~2024~~ **2025** and from year-to-year thereafter unless either party submits a request to the other to terminate, modify or amend the agreement.

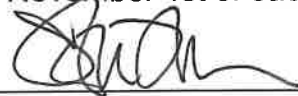
In ~~2023-2024~~ **2024-2025**, the parties shall reopen negotiations on **Article XIX: Salaries, Article XX: Employee Benefits, Article XIII: Calendar, Article XXVIII: Term of Agreement, and New Article: Special Education**. In addition, both parties retain the right to reopen negotiations on up to two (2) additional articles of either party's choice for the ~~2023-2024~~ **2024-2025** school year.

If either party wishes to negotiate changes to this Agreement, it shall submit its request and initial proposal to either party no later than November 1st of each year.



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Natalia Torres  
Assistant Superintendent of HR



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Stacie Thurman  
OEA President



**ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION**

**Teachers on Special Assignment/Specialists (TOSAs, Instructional Specialists, Assessment Specialists)**

1. Teachers on Special Assignment will have at least 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 position will be advertised district-wide.

TOSAs/Instructional Specialists may reapply for the position for one additional term. If selected for the additional term, the TOSA/Instructional Specialist will forfeit existing site rites and will apply for district-wide vacancies as outlined in Article VII. Assessment Specialists may reapply every four years, upon acceptance of the second term, they will forfeit existing site rites and will apply for district-wide vacancies, as outlined in Article VII.

3. For transfer purposes, a District TOSA within their first four-year term, will maintain site rights at his/her most recent site. All 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. **All TOSAs that wish to return to their previous school site prior to the end of their four-year term shall notify Human Resources no later than April 1st of the previous school year.**

4. All Teachers on Special Assignment will have scheduled hours ~~from 8:30-3:30~~ and **per Article** XI accountable for a forty-hour (40) work week in accordance with the following provisions:

- **The duty-free lunch period for unit members shall be not less than thirty (30) minutes.**
- **No unit member shall be required to extend their duty/work day beyond eight (8) hours inclusive of a thirty minute lunch.** If job duties require working beyond the **eight (8) hour** workday, their hours may be adjusted or they will be compensated at Schedule II. All schedule changes require mutual consent and reasonable advance notification.
- **TOSAs assigned to central office will have scheduled hours of 8:30-4:00 p.m. ~~8:00-3:30~~**
- **TOSAs assigned to a site will be scheduled for the same amount of daily hours as district TOSAs, with the exact schedule determined by the Assistant Superintendent of Educational Services or their designee.**

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.

6. Any unit member who uses his/her personal vehicle in the performance of work for the school District shall receive a mileage stipend based on the following:

Unit members assigned to more than one location or assigned to support multiple school sites shall receive 125 miles per month at the IRS approved per diem rate.

Any member who travels miles in excess of the above mileage can claim the additional mileage, pursuant to Board Policy 3350.

~~7. TOSAs who offer full day professional development sessions during the summer can opt to exchange up to five days of these summer sessions for an equivalent number of days during conference week, or submit an hourly timecard~~

With prior approval from the Assistant Superintendent of Ed. Services or designee, Teachers on Special Assignment (TOSAs) conducting full-day professional development in the summer may exchange up to five days of these sessions for an equivalent number of days or opt to submit an hourly timecard. This agreement must be finalized by the first day of instruction.

8. TOSAs must undergo the official evaluation cycle no later than the end of their second year in the position. The continuation of their four-year term is contingent upon an evaluation that meets or exceeds standards.

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**NEW ARTICLE**  
**SPECIAL EDUCATION**

The District and Association acknowledge the unique opportunity and responsibility to deliver the highest quality instruction under the Individuals with Disabilities Act in order to make available a free appropriate education to eligible children with disabilities and ensure special education and related services to those children. In the spirit of working collaboratively to implement Special Education, the District and Association agree to the following:

1. Special Education Teachers (~~RSP PKTK-5 and SDC PK TK--5~~) shall receive assessment/case management time for IEP Management, assessment and consultation to support student achievement. Assessment time/management time shall be 3 sub days per year. 100 minutes weekly (prorated for shorter weeks) based on the number of days per week). This case management time includes, but is not limited to: IEP writing, report writing, academic assessments, service log minutes, and progress monitoring reports, and consultation with students. Case management time can be banked not to exceed one per month or two (2) days per trimester (dependent on IEP schedules). Should there be a shortage of sub availability, the bargaining unit member shall be compensated at the schedule II hourly rate (see Article XIX: Salaries) for work completed beyond the 8 hour professional day.
2. The maximum caseload for an RSP teacher shall be in accordance with California Education Code 56195.8 (c). the maximum caseload for an RSP teacher shall be 28. RSP teachers may choose to accept assess up to four (4) additional students on their caseload, and submit a timecard for any additional time beyond the duty day at the schedule II hourly rate (See Article XIX: Salaries). Duties will be compensated as indicated on the table below for students beyond the RSP teacher's caseload of 28:

Duty	Maximum Hours
<del>Prepare Initial IEP</del>	<del>12</del>
Prepare Triennial IEP	12
Prepare Annual IEP	6
Prepare Progress Report	2
Prepare Report Card (if applicable)	2
Attend IEP meetings for student	Actual time spent

~~assigned to the Assessment Specialist or other bargaining unit member in coordination with their Special Education Manager.~~

~~Caseloads for resource specialists shall be stated in the local policies developed pursuant to Section 56195.8 and in accordance with regulations established by the board. No resource specialist shall have a caseload which exceeds twenty-eight (28) pupils.~~

~~3. Co-teaching:~~

- ~~a. Special Education Teachers in 6-8<sup>th</sup> grade in a team-teaching and/or co-teaching model **shal (MAY)** have their designated prep time and their case management time aligned to the general education teacher(s) with whom they collaborate. The special education teacher's prep and case management period shall be aligned to the prep periods of co-teachers whenever possible to facilitate ease of collaboration. In a team-teaching or co-teaching model the general education teacher shall be responsible for entering attendance and grades. It shall be the shared responsibility of the co-teachers to determine how to best serve the students including but limited to: lesson planning, identifying accommodations for students with and without IEP's, preparation of accommodations or modifications for students with and without IEPs, delivery of whole group and small group instruction, grading of student work, correspondence with parents, classroom management, and implementation of IEPs and individualized behavior plans as needed.~~
- ~~b. The General Education Co-Teacher shall receive a \$500 annual stipend for additional planning, preparation, and IEP meeting attendance per year, paid in the December pay warrant.~~
- ~~c. **Whenever possible**, IEPs shall not be held during the Co-teaching partners' common prep period to allow for coordination of instruction and assessment.~~

~~4. **RSP:** teachers who are currently at a caseload of twenty-eight (28), may agree to sign a waiver to exceed their caseload. Teachers may decide how many students to accept over twenty-eight (28), not to exceed thirty-two (32). Teachers will receive two (2) hours per month per student over the caseload of twenty-eight (28) up to thirty-two (32) students at the contractual hourly rate. In addition, teachers will receive extra hours compensation for duties associated with said students, not to exceed hours in the attached table.~~

Duty	Maximum Hours
<del>Prepare Initial IEP</del>	42

Prepare Triennial IEP	12
Prepare Annual IEP	6
Prepare Progress Report	2
Prepare Report Card (if applicable)	2
Attend meetings for student	Actual time spent

5. ~~Class Size/Caseload Caps~~ **General Education Inclusion**

- a. ~~Students who are mainstreamed into a general education classroom for sixty minutes (60 min) or more. Students who are in general education 51% or more of the day with an individual teacher shall be counted towards the overall class size of the teacher of record. Inclusion/Mainstreaming must be explicitly written on the student's IEP in order to count towards class size counts.~~
- b. ~~Each Special Education Preschool (blended program) class will have a class size maximum of seven (7) students. (7 a.m./ 7 p.m. for a total of 14).~~
- c. ~~Each Mild to Moderate (M/M) self contained classroom will have a class size maximum of fourteen (14).~~
- d. ~~Each Moderate to Severe (M/S) self contained classroom will have a class size maximum of ten (10).~~

6. ~~Class size~~

<b>Special Ed Class Size</b>	
<b>Class Size</b>	<b>Cap</b>
RSP Caseload	28
RSP <del>SAI</del> Period (Middle School)	17
Self Contained Mild/Mod	15
Self Contained Mod/Severe	12
Special Education Preschool	7(7am/ 7pm for a total of 14) 12 (12am/12pm for total of 24) Adult Student Ratio 1:3

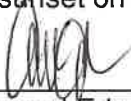
**Memorandum of Understanding Banking of Minutes  
Between the Oxnard School District and the Oxnard Educators Association  
Collaboration- Release Days**

As a result of temporary additional funding, The Oxnard School District and the Oxnard Educators Association agree to the following PLC/Planning Wednesdays. For the 2024-2025 and 2025-2026 School Years, the District and the Association agree to bank time for a weekly sixty (60) minute block of student free time at all school sites. This time will be used on collaborative instructional planning focused on grade level standards and outcomes aimed to attain the attributes and characteristics of the Student Profile. This will be achieved through focus on lesson design, which will include but be limited to differentiation, integration of high leverage instructional strategies, education technology integration in efforts to meet student academic and social/emotional needs.


**Considerations:**

- The purpose of this agreement is to provide protected teacher collaborative planning time.
- Grade level/Department teams will work collaboratively with administration to develop a monthly plan in order to provide structure and coherence at the school site. If changes need to be made, grade level teams/departments will collaborate with administrator prior to implementing changes .
- Bargaining unit members may be required to submit a summary of their collaboration upon request.
- TK-8/MS Job Alikes between sites may meet virtually or in person as necessary per the monthly plan. These will be prearranged and scheduled by the Grade/Level Department. The Grade Level/Department will notify their site administrator per their monthly plan.
- This time shall not be used for IEP's, COST, or SSTs or independent grading, nor operational tasks (such as classroom setups copies) not associated with the current collaborative planning.
- Non-classroom-based unit members at the site level will work with grade level teams/departments to develop a plan of support and notify administration.
- District level non-classroom based unit members will develop a plan of support for sites with their administrator.
- The Bargaining Unit Member will receive a yearly stipend of \$2,100 off schedule to participate in this innovative program. The payment will be made in two installments distributed in December and June.
- Bargaining unit members will not meet during the following weeks: Conference weeks, Back to School Night/Open House, and the last week of school.
- Bargaining unit members that are on authorized leave shall have their stipend prorated for the days they participated in collaboration Wednesday.

This Memorandum of Understanding shall not set precedent, nor constitute past practice and shall sunset on June 30, 2026.

  
\_\_\_\_\_  
Oxnard Educators Association  
11-13-23

Date

  
\_\_\_\_\_  
Oxnard School District, *Assist Supt of HR*  
11-13-23

Date


**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OXNARD SCHOOL DISTRICT  
AND  
THE OXNARD EDUCATORS ASSOCIATION  
Special Ed.- Paraeducators**

This Memorandum of Understanding (MOU) was made and entered into on this November 13, 2023, by and between Oxnard School District (District) and Oxnard Educators Association (OEA)

For the 2023-2025 school years, the District agrees to compensate all Special Education teachers two (2) hours in accordance with the hourly schedule II rate of pay for an entire week in which there is not a Paraeducator assigned to the Teacher's classroom. A week is defined as Monday-Friday or all student days on a week including a holiday.

To receive compensation for not having a Paraeducator assigned/absent to their classrooms, Special Education Teachers will need to submit an extra hours time card, verified by the site administrator. The compensation will be included in the Teacher's regular pay warrant.


This MOU shall expire in full without precedent on June 30, 2025, unless extended by mutual written agreement of the Parties.

  
\_\_\_\_\_

Stacie Thurman  
Oxnard Educators Association

11-13-23  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Dr. Natalia Torres  
Assistant Superintendent of Human Resources,  
Oxnard School District

11-13-23  
\_\_\_\_\_

Date

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OXNARD SCHOOL DISTRICT  
AND  
THE OXNARD EDUCATORS ASSOCIATION

**Memorandum of Understanding Regarding Temporary Assignment of Transitional Kindergarten Teachers Due to Modernization/Construction**

This Agreement was made and entered into this day February 28, 2024, by and between Oxnard School District ("District") and Oxnard Educators Association (OEA). The purpose of this MOU is to address the temporary assignment of Transitional Kindergarten (TK) teachers to alternative sites due to the construction activities at their original schools. This agreement aims to ensure that the educational objectives of the District and the interests of the affected teachers are preserved throughout the construction period.

The MOU will be effective during the 2024-2025 school year and will remain in place until the completion of the construction. TK teachers who are in their positions at the end of the transfer cycle or August 1, 2024 will continue to hold their designated position but will be temporarily stationed at alternative sites selected by the District. If the site undergoing construction has multiple TK teachers, the affected teachers will select their temporary location in order of seniority. If a class is collapsed due to declining enrollment the member shall maintain site rites at their original school and are subject to staffing procedures as outlined in Article VII, Transfers and Reassignments. These teachers will retain site rites and position rites at their original schools when the positions are returned to their original sites.

All affected bargaining unit members shall upon request be provided assistance in moving his/her personal and classroom materials, receive one (1) day of student free preparation time, and receive up to sixteen (16) hours compensation, paid at the current hourly rate.


The District commits to keeping the Union and the affected teachers regularly informed about the progress of the construction and the anticipated completion date. This MOU may only be amended or terminated by a written agreement from both the District and the Union.

This MOU shall expire in full without precedent setting and shall not form any basis for a past practice on August 9, 2025 unless extended by mutual written agreement of the Parties.



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Dr. Natalia Torres  
Asst. Sup., Human Resources



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Stacie Thurman  
President, Oxnard Educators Assoc.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OXNARD SCHOOL DISTRICT  
AND  
THE OXNARD EDUCATORS ASSOCIATION**

This Agreement was made and entered into this day February 28, 2024, by and between Oxnard School District ("District") and Oxnard Educators Association (OEA).

This MOU establishes temporary pay rates for teacher supervision of students on field trips/academic trips during intersession (3/23/24-4/7/24) and summer break (6/15/24 - 8/9/24). The field trips/academic trips described in this MOU are all related to ELOP activities. The Teacher/Supervisor coordinating the field trip may work with the Director of Enrichment and Special Programs and/or designee regarding any additional hours required for the preparation and planning of said fieldtrip. Teachers will receive field trip compensation rates for any duties performed after the scheduled Extended School Year (ESY) or summer school sessions.

**Compensation for Participation in Field Trips/Academic Trips:**

Field Trips Less than 4 hours: \$200.00/occurrence

Field Trips Greater than 4 hours and less than 8 hours: \$400.00/occurrence

Extended Field Trips (more than 8 hours/not overnight trips): \$600.00/occurrence

Overnight Field Trips : \$800.00/ day

**IT IS THEREFORE NOW, AGREED BY AND BETWEEN THE PARTIES THAT:**  
The provisions of this MOU shall not be modified and/or changed unless mutually agreed. This MOU shall expire in full without precedent setting and shall not form any basis for a past practice on April 7, 2024 unless extended by mutual written agreement of the Parties.

The undersigned affirms that each party representative is authorized to enter this MOU, and is effective upon full execution below.



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Dr. Natalia Torres  
Asst. Sup., Human Resources



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Anjanette Carrillo  
Oxnard Educators Assoc.

## Memorandum of Understanding TK-6 Class Size Between the Oxnard School District and the Oxnard Educators Association

This agreement was made and entered into this day March 15, 2024, by and between Oxnard School District and Oxnard Educators Association.

As of a result of temporary additional funding, The Oxnard School District and Oxnard Educators Association agree to the following alternative class size language for Implementation of Grade Span Adjustment:

**For the 2024-2025 School Year:**

The school-wide class size ratio in TK (SEI and DLI) shall be in accordance with California State law.

The school-wide class size average in K-3 (SEI and DLI) shall be 24:1, with no individual class exceeding twenty-six (26) students.

The class size for combination classes in grades K-3 shall not exceed twenty-four (24) students.

The school-wide class size average in grades 4-5 in any school shall not exceed thirty-three (33) students, with a .4 variance, with no individual class exceeding thirty-four (34) students.

The class size for combination classes in grades 4 and 5 shall not exceed thirty (30) students.

The average class size for grade 6 in any school will not exceed thirty-five (35) students; no individual class will maintain a continuing enrollment of more than thirty-six (36) students.

All general education combination class teachers shall receive a one-thousand-dollar (\$1,000) annual stipend paid monthly over a 11-month period from August to June.

When the caps set forth in this MOU are exceeded, the district shall take corrective action or meet and confer with the association to resolve the situation no later than the 10th school day of the trimester. Rather than removing students, affected teachers in K-5 may elect to exceed the caps outlined above by up to three (3) students paid on additional timecard at one hour per week. Teachers in 6th grade may elect to exceed the caps outlined above by up to (3) students per period (except Physical Education (PE) teachers, who may elect to take up to six students) paid on an extra timecard at one hour per month per student per period.

This Memorandum of Understanding shall expire in full without precedent on June 30, 2025.



Stacie Thurman  
Oxnard Educators Association

3/15/24

Date



Dr. Natalia Torres, Assist. Supt. HR  
Oxnard School District

3/15/24

Date

## Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into as of this 5th day of March 5, 2024 by and between the Oxnard School District (the "District") and the Oxnard Educators Association ("OEA").

WHEREAS, the District has given notice to OEA of a proposed reduction in force of OEA members due to the reduction of a particular kind of certificated service.

WHEREAS, the District and OEA have agreed to meet to discuss and negotiate the effects of the PKS Lay-Off, and

WHEREAS, the District and OEA have met to discuss and negotiate the effects of the PKS Lay-Off.

NOW, THEREFORE, it is hereby agreed as follows:

1. All bargaining unit members subject to the PKS Lay-Off shall be eligible to receive health, vision and dental insurance through July 31, 2024. If the bargaining unit members RIF is rescinded, there will be no lapse in health, vision and dental benefits coverage.
2. Any bargaining unit member whose notice of Reduction in Force is rescinded before site transfers have occurred, shall maintain his/her current position and site transfer rights.
3. The District agrees that unit members subject to the Reduction in Force may utilize Personal Necessity Leave in order to search for employment.
4. During the reappointment period set forth under the applicable provisions of the Education Code (i.e., 24 months for probationary teachers and 39 months for permanent teachers) bargaining unit members who are subject to the PKS Lay-Off shall have priority in temporary and long-term substitute assignments that may become available. Among bargaining unit members who are subject to the PKS Lay-Off, priority shall be determined first based on the teacher's possession of the credential permitting the teacher to take the temporary or long-term substitute assignment in question and then, as among bargaining unit members possessing the requisite credential, based upon seniority. Bargaining unit members subject to the PKS Lay-Off who wish to be notified of available temporary and/or long-term substitute assignments must leave an active personal email and/or active phone number with the District in order to receive personal notification about available temporary and/or long-term substitute arrangements. The District shall choose from among bargaining unit members subject to the PKS Lay-Off who respond affirmatively to such notice or otherwise submit their names for consideration.
5. Teachers on the RIF list shall be eligible to apply for Summer School positions based on their district seniority.
6. During the reappointment period set forth under the applicable provisions of the Education Code (i.e. 24 months for probationary teachers and 39 months for permanent teachers), and upon the request of any bargaining unit member whose employment is terminated in the PKS Lay-Off, the District shall make available to such terminated bargaining unit members any professional development/training opportunities that are provided to active bargaining unit members.
7. The District will process in a timely fashion any claims for unemployment benefits from employees who receive final notices of layoff, or release of temporary assignment, as may be permitted by law. The District will provide instruction for filing claims and contact numbers to affected employees by May 31, 2024. This section shall apply to employees laid off or released

## Memorandum of Understanding

effective June 14, 2024. The parties understand that affected employees may apply for unemployment benefits on June 14, 2024.

Dated March 5, 2024

For the District:



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For OEA:



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**SIDE LETTER OF AGREEMENT**  
**Between the**  
**OXNARD SCHOOL DISTRICT**  
**And**  
**OXNARD EDUCATORS ASSOCIATION**

The Oxnard School District("District") and the Oxnard Educators Association ("OEA" or "Association") hereby enter into this Side Letter of Agreement regarding Article VI "Leaves of Absence" as set forth in their Collective Bargaining Agreement ("CBA") updated and approved March 2023 covering the period of July 1, 2023, to June 30, 2024.

WHEREAS, the District and Association are interested in employing the experienced and qualified certificated teachers currently teaching District students

WHEREAS, the District and Association believe that consistent staffing supports student instruction

WHEREAS, District and Association desire to give site rites for transfer under Article VII Transfers and Reassignments

WHEREAS, Article VII of the CBA currently states, "An employee on general leave subsection Health shall discuss return and placement with the Assistant Superintendent of Human Resources on or about May 1 of the year preceding the return

WHEREAS, Ed Code 44978.1 states, "When a certificated employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided pursuant to Section 44977, and the employee is not medically able to resume the duties of his or her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the employee is on probationary status, or for a period of 39 months if the employee is on permanent status. When the employee is medically able, during the 24- or 39-month period, the certificated employee shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period provided pursuant to Section 44977."

WHEREAS, the District is bringing back employee [REDACTED] from the 39 month rehire list, prior to the start of transfer for the 2024-2025 school year

WHEREAS, the member was on the 39 month rehire list as a result of extenuating circumstances due to a work related injury

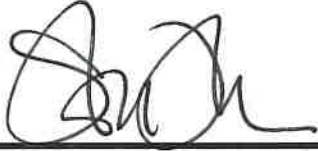
NOW, THEREFORE, the parties agree:

1. The foregoing recitals are true and correct.

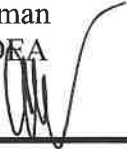
2. Effective 1/31/2024 the District and Association agree to grant site rites to employee [REDACTED] for the purpose of Transfer under the Article VII Transfers and Reassignments.

3. This agreement is limited to the bargaining unit member(s) identified in this Side Letter and shall expire on the first day of instruction.

For OEA:



\_\_\_\_\_  
Stacie Thurman  
President, OEA



\_\_\_\_\_  
Anjanette Carrillo  
Bargaining Chair, OEA

For the District:



\_\_\_\_\_  
Dr. Natalia Torres  
Asst. Superintendent, Human Resources



\_\_\_\_\_  
Dr. Scott Carroll  
Director, Certificated HR

# Oxnard School District 2024-2025 School Calendar (186 Days)

TA  
11-13-23

July 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July	
4	Independence Day Holiday

August	
12	District PD Day
13	Site PD Day
14	Teacher Prep Day
15	First Day of School

September	
2	Labor Day Holiday

October	
14	Site PD Day

November	
1	District PD Day
11	Veterans Day Holiday
19-22	Conference Days (Minimum Days for students)
25-29	Thanksgiving Holidays

December	
20	Minimum Day for teachers and students
23-31	Winter Break

January 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

January	
1	New Year's Day
1-10	Winter Break
20	Martin Luther King Jr. Holiday

February	
6-7	Conference Days (Minimum Days for students)
14	President's Day Holiday
17	President's Day Holiday

March	
3	District PD Day

April	
7-21	Spring Break

May	
26	Memorial Day Holiday

June	
18	Last Day of School (Min. Day for teachers & students)
19	Juneteenth



**OXNARD SCHOOL DISTRICT**

1051 South "A" Street  
Oxnard, California 93030

805/385-1501 [www.oxnardsd.org](http://www.oxnardsd.org)

**Retroactively effective to July 1, 2023**

**2023-24 SALARY SCHEDULE (CREDENTIALLED TEACHERS)**

	Class A Non-Credentialed/Intern + Bachelor's Degree	Class B Non-Credentialed/Intern + Bachelor's Degree + 15-29 units	Class C Credentialed Teacher Bachelor's Degree + 30-44 Units	Class D Credentialed Teacher Bachelor's Degree + 45-59 Units	Class E Credentialed Teacher Bachelor's Degree + 60-74 Units	Class F Credentialed Teacher Bachelor's + 75 Units, and M.A., Ed.D or Ph.D
Step 1	\$ 60,636	\$ 60,636	\$ 64,954	\$ 65,863	\$ 69,386	\$ 72,895
Step 2	\$ 58,304	\$ 61,281	\$ 64,954	\$ 68,630	\$ 72,291	\$ 75,963
Step 3	\$ 58,304	\$ 63,866	\$ 67,679	\$ 71,508	\$ 75,328	\$ 79,150
Step 4	\$ 60,157	\$ 66,545	\$ 70,516	\$ 74,504	\$ 78,489	\$ 82,481
Step 5	\$ 62,673	\$ 69,338	\$ 73,488	\$ 77,639	\$ 81,793	\$ 85,939
Step 6	\$ 65,314	\$ 72,248	\$ 76,568	\$ 80,894	\$ 85,221	\$ 89,554
Step 7	\$ 68,059	\$ 75,278	\$ 79,780	\$ 84,297	\$ 88,815	\$ 93,312
Step 8	\$ 70,917	\$ 78,447	\$ 83,133	\$ 87,839	\$ 92,535	\$ 97,233
Step 9	\$ 73,889	\$ 81,747	\$ 86,625	\$ 91,529	\$ 96,417	\$ 101,314
Step 10	\$ 76,995	\$ 85,161	\$ 90,262	\$ 95,374	\$ 100,466	\$ 105,567
Step 11	\$ 80,233	\$ 88,744	\$ 94,044	\$ 99,380	\$ 104,685	\$ 110,007
Step 12	\$ 83,606	\$ 92,470	\$ 97,999	\$ 103,551	\$ 109,082	\$ 114,625
12 yrs**	\$ 85,487	\$ 94,550	\$ 100,204	\$ 105,881	\$ 111,537	\$ 117,204
15 yrs**	\$ 87,368	\$ 96,631	\$ 102,409	\$ 108,211	\$ 113,991	\$ 119,783
18 yrs**	\$ 88,622	\$ 98,018	\$ 103,879	\$ 109,764	\$ 115,627	\$ 121,502
21 yrs**	\$ 89,876	\$ 99,405	\$ 105,349	\$ 111,317	\$ 117,264	\$ 123,221
24 yrs**	\$ 91,131	\$ 100,792	\$ 106,819	\$ 112,870	\$ 118,900	\$ 124,941
27 yrs**	\$ 92,385	\$ 102,179	\$ 108,289	\$ 114,424	\$ 120,536	\$ 126,660
30 yrs**	\$ 93,639	\$ 103,566	\$ 109,759	\$ 115,977	\$ 122,172	\$ 128,380
33 yrs**	\$ 94,893	\$ 104,953	\$ 111,229	\$ 117,530	\$ 123,809	\$ 130,099
36 yrs***	\$ 96,147	\$ 106,340	\$ 112,699	\$ 119,083	\$ 125,445	\$ 131,818

**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.
7. 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 (as a stipend) shall be added to the scheduled salary above 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.



**EDUCATION CODE 44931**-Whenever any certificated employee of any school district who, at the time of his or her resignation, was classified as permanent, is reemployed within 39 months after his or her last day of paid service, the governing board of the district shall, disregarding the break in service, classify him or her as, and restore to him or her all of the rights, benefits and burdens of, a permanent employee, except as otherwise provided in this code. However, time spent in active military service, as defined in Section 44800, subsequent to the last day of paid service shall not count as part of the aforesaid 39-month period

**\*\*ANNIVERSARY INCREMENTS** shall be added to the scheduled salary as follows: at the beginning of the 12th year-2.25%, 15<sup>th</sup> year-4.50% , 18<sup>th</sup> year-6.00%, 21<sup>s</sup> year-7.50%, 24<sup>th</sup> year-9.00%, 27<sup>th</sup> year-10.50%, 30<sup>th</sup> year- 12.00%, and 33<sup>rd</sup> year-13.50%. Years of service must be in the Oxnard School District.

**\*\*\*ANNIVERSARY INCREMENT at the beginning of the 36th year** shall be discontinued effective July 1, 2023; except that those unit members who have been placed at Step 12 with 36 years of service prior to July 1, 2023 shall be held harmless, and will receive a 15.0% anniversary increment.

**Pending Board Approval 4-17-24**



**OXNARD SCHOOL DISTRICT**  
 1051 South "A" Street  
 Oxnard, California 93030  
[805/385-1501 www.oxnardsd.org](http://www.oxnardsd.org)

**2024-25 SALARY SCHEDULE (CREDENTIALLED TEACHERS)**

	Class A Non- Credentialed/Intern + Bachelor's Degree	Class B Non- Credentialed/Intern + Bachelor's Degree + 15-29 units	Class C Credentialed Teacher Bachelor's Degree + 30-44 Units	Class D Credentialed Teacher Bachelor's Degree + 45-59 Units	Class E Credentialed Teacher Bachelor's Degree + 60-74 Units	Class F Credentialed Teacher Bachelor's + 75 Units, and M.A., Ed.D or Ph.D
Step 1	\$ 60,636	\$ 60,636	\$ 64,954	\$ 65,863	\$ 69,386	\$ 72,895
Step 2	\$ 58,304	\$ 61,281	\$ 64,954	\$ 68,630	\$ 72,291	\$ 75,963
Step 3	\$ 58,304	\$ 63,866	\$ 67,679	\$ 71,508	\$ 75,328	\$ 79,150
Step 4	\$ 60,157	\$ 66,545	\$ 70,516	\$ 74,504	\$ 78,489	\$ 82,481
Step 5	\$ 62,673	\$ 69,338	\$ 73,488	\$ 77,639	\$ 81,793	\$ 85,939
Step 6	\$ 65,314	\$ 72,248	\$ 76,568	\$ 80,894	\$ 85,221	\$ 89,554
Step 7	\$ 68,059	\$ 75,278	\$ 79,780	\$ 84,297	\$ 88,815	\$ 93,312
Step 8	\$ 70,917	\$ 78,447	\$ 83,133	\$ 87,839	\$ 92,535	\$ 97,233
Step 9	\$ 73,889	\$ 81,747	\$ 86,625	\$ 91,529	\$ 96,417	\$ 101,314
Step 10	\$ 76,995	\$ 85,161	\$ 90,262	\$ 95,374	\$ 100,466	\$ 105,567
Step 11	\$ 80,233	\$ 88,744	\$ 94,044	\$ 99,380	\$ 104,685	\$ 110,007
Step 12	\$ 83,606	\$ 92,470	\$ 97,999	\$ 103,551	\$ 109,082	\$ 114,625
12 yrs**	\$ 85,487	\$ 94,550	\$ 100,204	\$ 105,881	\$ 111,537	\$ 117,204
15 yrs**	\$ 87,368	\$ 96,631	\$ 102,409	\$ 108,211	\$ 113,991	\$ 119,783
18 yrs**	\$ 88,622	\$ 98,018	\$ 103,879	\$ 109,764	\$ 115,627	\$ 121,502
21 yrs**	\$ 89,876	\$ 99,405	\$ 105,349	\$ 111,317	\$ 117,264	\$ 123,221
24 yrs**	\$ 91,131	\$ 100,792	\$ 106,819	\$ 112,870	\$ 118,900	\$ 124,941
27 yrs**	\$ 92,385	\$ 102,179	\$ 108,289	\$ 114,424	\$ 120,536	\$ 126,660
30 yrs**	\$ 93,639	\$ 103,566	\$ 109,759	\$ 115,977	\$ 122,172	\$ 128,380
33 yrs**	\$ 94,893	\$ 104,953	\$ 111,229	\$ 117,530	\$ 123,809	\$ 130,099
36 yrs***	\$ 96,147	\$ 106,340	\$ 112,699	\$ 119,083	\$ 125,445	\$ 131,818

**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.
7. 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 (as a stipend) shall be added to the scheduled salary above for employees possessing the Master's degree plus an additional \$1,000 increment 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.

**EDUCATION CODE 44931**-Whenever any certificated employee of any school district who, at the time of his or her resignation, was classified as permanent, is reemployed within 39 months after his or her last day of paid service, the governing board of the district shall, disregarding the break in service, classify him or her as, and restore to him or her all of the rights, benefits and burdens of, a permanent employee, except as otherwise provided in this code. However, time spent in active military service, as defined in Section 44800, subsequent to the last day of paid service shall not count as part of the aforesaid 39-month period

**\*\*ANNIVERSARY INCREMENTS** shall be added to the scheduled salary as follows: at the beginning of the 12th year-2.25%, 15<sup>th</sup> year-4.50% , 18<sup>th</sup> year-6.00%, 21<sup>s</sup> year-7.50%, 24<sup>th</sup> year-9.00%, 27<sup>th</sup> year-10.50%, 30<sup>th</sup> year- 12.00%, and 33<sup>rd</sup> year-13.50%. Years of service must be in the Oxnard School District.

**\*\*\*ANNIVERSARY INCREMENT at the beginning of the 36th year** shall be discontinued effective July 1, 2023; except that those unit members who have been placed at Step 12 with 36 years of service prior to July 1, 2023 shall be held harmless, and will receive a 15.0% anniversary increment.

**Pending Board Approval 4-17-24**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section E: Approval of Minutes

### **Approval of Minutes (DeGenna)**

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

- March 6, 2024 Regular Meeting
- March 11, 2024 Special Meeting
- March 20, 2024 Regular Meeting

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

### **ADDITIONAL MATERIALS:**

- Attached:** [Minutes March 6 2024 Regular Meeting \(9 pages\)](#)  
[Minutes March 11 2024 Special Meeting \(4 pages\)](#)  
[Minutes March 20 2024 Regular Meeting \(12 pages\)](#)

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

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

## MINUTES REGULAR BOARD MEETING Wednesday, March 6, 2024

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

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

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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

March 6, 2024

## **Section A: PRELIMINARY**

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

President Robles-Solis called the meeting to order at 5:01 p.m.

Present: Trustees MaryAnn Rodriguez, Rose Gonzales, Monica Madrigal Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

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

Jitzel Carranza, 7th grade student at Frank School, led the audience in the Pledge of Allegiance.

### **A.3. District's Vision and Mission Statement**

Abraham Rojano, 8th grade student at Frank School, read the district's Mission and Vision Statement in English. Maria Barron, 6th grade student at Frank School, read the district's Mission and Vision Statement in Spanish.

### **A.4. Presentation by Frank School**

Tyler Higa, Principal, provided a presentation about Frank School.

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

The agenda was adopted as presented.

Motion #23-120 Adoption of Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

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

- Anjanette Carrillo re: PARS

### **A.7. Closed Session**

The Board convened to closed session at 5:40 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- Case #2023-CUOE015904
- OAH Case #2023120699

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

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
- Litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code § 54956.9 : Consideration of One (1) Potential Case—Social Media Adolescent Addiction/Personal Products Liability Litigation (Social Media Litigation)

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release

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

The Board reconvened to open session at 7:01 p.m.

**A.9. Report Out of Closed Session**

President Robles-Solis reported on the following action taken in closed session:

Motion #23-121 Approval of Settlement Agreement - OAH Case # 2023120699

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

**A.10. Update on Early Retirement Incentive (DeGenna)**

Dr. Ana DeGenna, Superintendent, provided information regarding the analysis of the proposed PARS retirement incentive. There is a need to "rightsize" staffing due to ongoing declining enrollment, and to reduce 35-42 teaching positions. Review of the analysis determined that there is a need to work with PARS to adjust the parameters and explore additional options. Action is anticipated on April 17, 2024.

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

## **Section B: PUBLIC COMMENT/HEARINGS**

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

- Stacie Thurman re: PARS
- Anjanette Carrillo re: book donations in memory of Alice Carrillo

## **Section C: CONSENT AGENDA**

The consent agenda was approved as presented.

Motion #23-122 Approval of Consent Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

### **C.1. Approval of Revised Change Order #003 (Extension of Security Services) to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

For additional security services relating to the Rose Avenue Reconstruction Project, in the amount of \$50,601.00, to be paid out of Master Construct & Implementation Funds.

### **C.2. Establishment, Increase of Hours and Abolishment of Positions (Torres/Fuentes)**

As presented.

### **C.3. Personnel Actions (Torres/Fuentes)**

As presented.

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

### **C.4. Award of Formal Bid #23-03 and Approval of Agreement #23-229 for Roofing Project – Sierra Linda (Mitchell/Miller)**

To award Bid #23-03, Roofing Project – Sierra Linda, and enter into Agreement #23-229 with Eberhard, A Tecta America Company LLC, in the amount of \$1,489,000.00, to be paid out of Deferred Maintenance Funds.

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

March 6, 2024



**C.5. Approval of Agreement #23-256 – Sterling Venue Ventures, LLC (Fox/Ruvalcaba)**

For use of the Oxnard Room at the Oxnard PAC for the Eighth Annual Cesar Chavez – Honoring Our Latino Heroes Student Writing and Art Competition on April 16, 2024, in the amount not to exceed \$1,500.00, to be paid out of Title III Funds.

**C.6. Approval of Agreement #23-257 – Foundation for California Community Colleges/California ASAPconnect (Fox/Shea)**

To provide professional development for Expanded Learning Opportunity Program coordinators that is focused on capacity building of staff strengths and leadership and assisting in updating program plans to include ASES and ELOP requirements, March 7, 2024 through June 30, 2025, in the amount not to Exceed \$65,198.00, to be paid out of Expanded Learning Opportunity Program Funds.

**C.7. Approval of Agreement #23-259 – Island Packers (Fox/Higa)**

To provide Frank Academy's Marine Science 7th and 8th grade students an educational experience that connects with their Marine Science Curriculum, March 12, 2024, in the amount not to exceed \$4,000.00, to be paid out of Title 1 Funds.

**C.8. Approval of Agreement #23-262 – StuntMasters Action Sports (Fox/Higa)**

To provide one BMX Assembly of 45 minutes on Friday, March 15, 2024, for students at Frank Academy, in the amount of \$1,275.00, to be paid out of Title I Funds.

**C.9. Approval of Agreement #23-263 – Island Packers (Fox/Mares)**

To provide Sierra Linda School 5th grade students with an educational experience to Santa Cruz Island March 19, 2024, and April 12, 2024, for a total fiscal impact of \$6,533.00 to be paid as follows: \$5,217.00 by National Park Service Grant, \$1,175.00 by Teaching Terra Marine Research & Education Grant, and \$141.00 out of Supplemental Concentration Funds.

**Section C: RATIFICATION OF AGREEMENTS**

**C.10. Ratification of Amendment #002 to Agreement #21-140 with KENCO Construction Services, Inc. to provide additional Inspector of Record (IOR) Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)**

For additional Inspector of Record Services for the Rose Avenue Elementary School Reconstruction Project, in the amount of \$73,920.00, to be paid from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2023 Six-month update.

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

March 6, 2024

## Section D: ACTION ITEMS

### **D.1. Ratification of Assistant Superintendent, Educational Services, Employment Agreement (DeGenna)**

Dr. Ana DeGenna, Superintendent, recommended the Board's ratification of the employment agreement for Dr. Aracely Fox as Assistant Superintendent, Educational Services, for an agreement term of March 1, 2024 through June 30, 2027, in the annual amount of \$203,500.00. The Board took action to appoint Dr. Fox during closed session at their February 7, 2024 regular meeting.

Motion #23-123 Ratification of Assistant Superintendent, Educational Services, Employment Agreement – Dr. Aracely Fox

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Ratify

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

### **D.2. Approval of New Classification, Job Functions, and Salary Range for Director of Communication & Public Engagement (DeGenna)**

Dr. Ana DeGenna, Superintendent, recommended the Board's approval of the new classification, job functions, and salary range for the Director of Communication & Public Engagement.

Motion #23-124 Approval of New Classification, Job Functions, and Salary Range for Director of Communication & Public Engagement

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

### **D.3. Approval of Oxnard School District 2023-24 Second Interim Financial Report (Period Ending January 31, 2024) (Mitchell/Núñez)**

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services and Patty Núñez, Director of Fiscal Services, recommended the Board's approval of the 2023-24 Second Interim Financial Report.

Motion #23-125 Approval of Oxnard School District 2023-24 Second Interim Financial Report (Period Ending January 31, 2024)

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

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

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

## **Section E: APPROVAL OF MINUTES**

### **E.1. Approval of Minutes (DeGenna)**

The Board approved the minutes of the February 21, 2024 Regular Meeting, as presented.

Motion #23-126 Approval of Minutes - February 21, 2024 Regular Meeting

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

## **Section F: BOARD POLICIES**

### **F.1. First Reading - New BP5141.5 Mental Health (Fox/Nocero)**

Dr. Aracely Fox, Assistant Superintendent, Educational Services, presented the new BP5141.5 Mental Health for First Reading. The new policy will be presented for Second Reading and Adoption at the March 20, 2024 regular Board meeting.

### **F.2. First Reading - BP/AR 5141.6 School Health Services (Fox/Nocero)**

Dr. Aracely Fox, Assistant Superintendent, Educational Services, presented the revisions to BP/AR 5141.6 School Health Services for First Reading. The revised policies will be presented for Second Reading and Adoption at the March 20, 2024 regular Board meeting.

### **F.3. First Reading to BP5145.6 and Exhibit 5145.6-E PDF (1) Parent/Guardian Notification (Fox/Nocero)**

Dr. Aracely Fox, Assistant Superintendent, Educational Services, presented the revisions to BP5145.6 and Exhibit 5145.6-E PDF (1) Parent/Guardian Notification for First Reading. The revised policies will be presented for Second Reading and Adoption at the March 20, 2024 regular Board meeting.

## **Section G: CONCLUSION**

### **G.1. Superintendent's Report (3 minutes)**

Dr. Ana DeGenna

- AKA African American Speech Exposition
- Read Across America - Brekke School
- Read Across America - Kamala School

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

- OSD Student Profile
- CABE 2024 - Alberto Mendoza - 2024 Paraeducator of the Year
- META/CABE Conference
- Future Administrator Academy
- LCAP Stakeholder Meeting
- Superintendent Fellows
- Sunkist Fire 3/6/24
- Making a Difference - Matt Haber, Jodi Nocero, Geoffrey Odell, Teresa Ruvalcaba, Ginger Shea
- March Celebrations
- In memory of Alice Carrillo and Shanell C. Hawkins

## **G.2. Trustees' Announcements (3 minutes each speaker)**

MaryAnn Rodriguez

- enjoyed attending CABE Conference
- enjoying Read Across America
- thank you to Carrillo family for donation of books

Monica Madrigal Lopez

- thank you to everyone for their initiative and work relative to today's
- fire thank you to Mr. Higa and Frank family for the presentation

Rose Gonzales

- thank you to Frank School staff and students for showing up
- enjoying Read Across America
- enjoyed attending CABE
- thank you to everyone for their work during the fire

Veronica Robles-Solis

- thank you to Carrillo family for donation of books
- thank you to all staff that came in early to deal with the fire; glad community is safe

## **G.3. ADJOURNMENT**

President Robles-Solis adjourned the meeting at 8:09 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Secunder: Rose Gonzales

Moved To: Adjourn

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

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

Ana DeGenna, Ed.D.



District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 17th day of April, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of March 6, 2024, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct  
March 6, 2024

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

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

## MINUTES SPECIAL BOARD MEETING Monday, March 11, 2024

**6:00 PM - Open Meeting**

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

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

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

## **Section A: PRELIMINARY**

### **A.1. Call to Order and Roll Call (6:00 PM)**

President Robles-Solis called the meeting to order at 6:02 p.m.

Present: Trustees MaryAnn Rodriguez, Rose Gonzales, Monica Madrigal Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna and Executive Assistant Lydia Lugo Dominguez.

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

Dr. Ana DeGenna, Superintendent, led the audience in the Pledge of Allegiance.

### **A.3. Adoption of Agenda (Superintendent)**

The agenda was adopted as presented.

Motion #23-127 Adoption of Agenda as Presented

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

## **Section B: PUBLIC COMMENT/HEARINGS**

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

- Cynthia Salas re: candidates and Special Meeting

## **Section D: ACTION ITEMS**

### **D.1. Interview Provisional Appointment Candidates for Trustee Area Two (2) Vacancy, Consider Approval of Provisional Appointment, and Administer Oath of Office to the Provisional Appointment (DeGenna)**

Nitasha Sawhney, district general counsel, provided the Board an overview of the process for the interviews of the candidates for provisional appointment to Trustee Area 2. Following, the Board interviewed the three candidates: John Demers, Brian R. Melanephy, and Ramona Piñon. At the completion of the interviews the Board took action to appoint Brian R. Melanephy to fill the Trustee Area 2 vacancy.

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

Motion #23-128 - Approval of Provisional Appointment to Trustee Area 2 – Brian R. Melanephy

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

## **Section G: CONCLUSION**

### **G.1. ADJOURNMENT**

President Robles-Solis adjourned the meeting at 7:23 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Adjourn

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and  
Secretary to the Board of Trustees



By our signature below, given on this 17th day of April, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of March 11, 2024, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

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

March 11, 2024

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

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

## MINUTES REGULAR BOARD MEETING Wednesday, March 20, 2024

**5:00 PM - Open Meeting**

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

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

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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

March 20, 2024

1698

## **Section A: PRELIMINARY**

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

President Robles-Solis called the meeting to order at 5:00 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, Monica Madrigal Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

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

Nathaniel Steffenauer, 7th grade student at Fremont School, led the audience in the Pledge of Allegiance.

### **A.3. District's Vision and Mission Statement**

Nathaniel Steffenauer, 7th grade student at Fremont School, read the district's Mission and Vision Statement in English. Karina Camacho, 8th grade student at Fremont School, read the district's Mission and Vision Statement in Spanish.

### **A.4. Presentation by Fremont School**

Dave De Los Santos, Principal, provided a presentation about Fremont School.

### **A.5. Oath of Office (DeGenna)**

Dr. Ana DeGenna, Superintendent, administered the Oath of Office to Brian Melanephy, who was appointed on March 11, 2024 to fill the Oxnard School District Board of Trustees Area 2 vacancy.

### **Recess**

There was a short recess from 5:36 to 5:39 p.m.

### **A.6. Adoption of Agenda (Superintendent)**

The agenda was adopted as presented.

Motion #23-129 Adoption of Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 – Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez, Brian Melanephy

Motion Result: Passed

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

- Dexter Nunnery re: racism
- Jason Maxwell re: racism
- Patricia Cortez Washington re: racism

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

The Board convened to closed session at 5:48 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:  
Conference with Legal Counsel
  - Existing Litigation:
    - Oxnard School District et al. Central District No. CV-04304-JAK-FFM  
Case #2023-CUOE015904
  - Anticipated Litigation:
    - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:  
Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP  
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee Appointment
    - Director, Teaching and Learning

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

The Board reconvened to open session at 7:07 p.m.

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

President Robles-Solis reported on the following action taken in closed session:

Motion #23-130 Appointment of Allison Cordes as Director, Teaching & Learning

Mover: MaryAnn Rodriguez

Secunder: Monica Madrigal Lopez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez, Brian Melanephy

Motion Result: Passed

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

**A.11. Overview of the Five Year 2024-2029 Oxnard School District Transportation Plan (Mitchell/Galvan)**

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, and Rita Galvan, Director, Transportation, presented the 2024-2029 Oxnard School District Transportation Plan. The Plan is on the Consent agenda of this meeting for the Board's adoption.

**Section B: PUBLIC COMMENT/HEARINGS**

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

- Jesus Cahue re: PARS
- Vicky Gonzalez re: PARS (donating time to Jesus Cahue)
- Antonio Sandoval re: PARS
- Mitzi Majeski re: PARS
- Nancy Booth re: PARS
- Stacie Thurman re: PARS

**Section C: CONSENT AGENDA**

The consent agenda was approved as presented.

Motion #23-131 Approval of Consent Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez, Brian Melanephy

Motion Result: Passed

**C.1. Request for Approval of Out-of-State Conference Attendance (DeGenna)**

For Carmen Vigil Maggiolo to attend the American Association of Interpreters and Translators in Education's (AAITE) EDU-CON 2024 conference May 2-4, 2024 in Washington, DC, in the amount not to exceed \$2,000.00, to be paid out of the General Fund.

**C.2. Acknowledgement of Gifts (DeGenna)**

As presented.

**C.3. Request for Approval of Out-of-State Conference Attendance (DeGenna/Hubbard) For**

Danita Spence, Technology Services Technician, to attend the 2024 QUE (Q) Users

Experience Conference in Novi, Michigan, April 9-11, 2024, in the approximate amount of \$2,075.00 for registration, travel, and lodging, to be paid from the Information Technology Services Department Travel and Conference Fund.

**C.4. Enrollment Report (Mitchell)**

As presented.

**C.5. Setting of Date for Public Hearing - Study and Update of the Statutory School Facility Fees Imposed on New Residential and Commercial/Industrial Construction (Mitchell)**

As presented.

**C.6. Purchase Order/Draft Payment Report #23-08 (Mitchell /Franz)**

As presented.

**C.7. Adoption of Five Year 2024-2029 Oxnard School District Transportation Plan (Mitchell/Galvan)**

As presented.

**C.8. Approval of Change Order #002 to Agreement #22-230 with Enviroplex for the Drifill ECDC Project (Mitchell/Miller/CFW)**

For weld plates, TV mounts, and associated work that were not included in the original quote, in the amount of \$123,225.48, to be paid from Master Construct and Implementation Funds.

**C.9. Approval of Change Order #002 to Construction Services Agreement #22-238 with Viola Inc. for the Drifill Elementary School New Transitional Kindergarten Facilities (Mitchell/Miller/CFW)**

For the Drifill Elementary School New Transitional Kindergarten Project, to add an additional wire to the conduits to furnish 3 phase power to the new classrooms, in the amount of \$16,138.95, to be paid out of Master Construct and Implementation Funds.

**C.10. Ratification of Change Order #004- Extension of Security Services - to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

For supplying security services at the Rose Ave Reconstruction project, July 2023 through December 31, 2023, in the amount of \$62,357.40, to be paid out of Master Construct & Implementation Funds.

**C.11. Ratification of Change Order #005- Installation of Translucent Glazing - to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)**

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

For installation of translucent glazing at the classroom doors of the Rose Avenue Reconstruction project, in the amount of \$30,376.33, to be paid out of Master Construct & Implementation Funds.

**C.12. Personnel Actions (Torres/Fuentes)**

As presented.

**Section C: APPROVAL OF AGREEMENTS**

**C.13. Approval of Agreement #23-215 – CDWG (DeGenna/Hubbard)**

To evaluate and conduct a health assessment on the current CISCO Phone Management System, March 21, 2024 through June 30, 2024, at no cost to Oxnard School District.

**C.14. Approval of Agreement #23-260 – Think Together (Fox)**

To lead an Equity Study that will serve as a baseline to help school and district leaders understand the systems and conditions on the current student outcomes to uncover hidden barriers, particularly for the most vulnerable students, March 21, 2024 through June 30, 2024, in the amount not to exceed \$257,000.00, to be paid out of Title I Funds.

**C.15. Approval of Agreement #23-264 – Sterling Venue Ventures, LLC (Fox)**

For rental fees for the Oxnard Room at the Oxnard Performing Arts Center for 8th Grade Promotion Ceremonies, June 12, 2024, in the amount not to exceed \$5,250.00, to be paid out of the General Fund.

**C.16. Approval of Agreement #23-265 – Inlakech Cultural Arts Center (Fox/Ruvalcaba)**

To provide Cultural Performances of Traditional Mexican regional dances for the Eighth Annual Cesar Chavez Awards Ceremony, April 16, 2024, in the amount not to exceed \$500.00, to be paid out of Supplemental Concentration Funds.

**C.17. Approval of Agreement #23-266 – Brett Haddoak (Fox/Shea)**

To provide web development solutions using technology to enhance the learning environment, streamline administrative processes, and create better communication between students, parents, teachers, and administrators, March 21, 2024, through June 30, 2025, in the amount not to exceed \$45,000.00, to be paid out of Expanded Learning Opportunity Program Funds.

**C.18. Approval of Agreement #23-269 – Raymond West Intralogistics Solutions (Fox/Shea)**

To design, furnish, and install warehouse storage systems for the ELOP warehouse, March 21, 2024 through December 30, 2024, in the amount not to exceed \$20,500.00, to be paid from Expanded Learning Opportunity Program Funds.

**C.19. Approval of Agreement #23-271 – CDWG (DeGenna/Hubbard)**

To conduct an Active Directory Domain Services (AD DS) Assessment, March 21, 2024

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

through June 30, 2024, in the amount not to exceed \$10,725.00, to be paid out of Supplemental Concentration Funds.

**C.20. Approval of Overnight Field Trip and Agreement #23-272 – WorldStrides (DeGenna/Shea)**

To provide field trip services and accommodations for a 2-Day advocacy overnight field trip to Sacramento for the Superintendent Fellows, June 3-4, 2024, in the amount of \$34,615.00, to be paid out of Expanded Learning Opportunity Program Funds.

**C.21. Approval of Agreement #23-275 – Sterling Venue Ventures (DeGenna)**

For rental fees for use of Oxnard Performing Arts Center for OSD Welcome Back Event to be held on August 12, 2024, in the amount not to exceed \$6,500.00, to be paid out of Supplemental Concentration funds.

**C.22. Approval of Agreement #23-278, Nigro & Nigro, PC – District’s Measure I Building Bond Audit Services for Fiscal Year 2023-24 (Mitchell/Núñez)**

To perform the District’s Measure I Building Fund Bond Audit services for the 2023-2024 fiscal year, in the amount not to exceed \$10,000.00, to be paid out of the General Fund.

**Section C: RATIFICATION OF AGREEMENTS**

**C.23. Ratification of Agreement #23-268 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

For Special Circumstances Paraeducator Services (SCP’s) for students #AB050912, #EG061410, #DG052310, #AR041511, #GP051010 during the 2023-2024 school year, including Extended School Year, in the amount of \$158,400.00, to be paid out of Special Education Funds.

**C.24. Ratification of Agreement #23-270 – STS Education (Fox/Shea)**

To provide planning, coordination, project management, and professional development to properly implement STEAM and esports programs for the Expanded Learning Opportunity Program throughout the District, July 1, 2023 through December 30, 2024, in the amount of \$177,767.21, to be paid out of Expanded Learning Opportunity Program Funds.

**C.25. Ratification of Agreement #23-276, Nigro & Nigro, PC – District Audit Services for Fiscal Year 2023-24 (Mitchell/Núñez)**

To perform the District’s General Audit services for the 2023-2024 fiscal year, in the amount not to Exceed \$49,500.00, to be paid out of the General Fund.

**C.26. Ratification of Memorandum of Agreement #23-277, County of Ventura, Ventura County Behavioral Health (Fox/Nocero)**

To provide community outreach at targeted school sites, July 1, 2023 through June 30, 2024, at no cost to Oxnard School District.

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



## **Section D: ACTION ITEMS**

### **D.1. Approval of Emergent Multilingual Learner Master Plan (Fox/Ruvalcaba)**

Teresa Ruvalcaba, Manager of Equity, Family, and Community Engagement, and Francisca Sanchez of Provocative Practice presented an overview of the Oxnard School District Emergent Multilingual Learner Master Plan. Following the presentation, Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of the Oxnard School District Emergent Multilingual Learner Master Plan.

Motion #23-132 Approval of Emergent Multilingual Learner Master Plan

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez, Brian Melanephy

Motion Result: Passed

### **D.2. Approval of Resolution #23-16 and Agreements #23-273 & #23-274 with SchoolsFirst for 403(b) and 457(b) Plan Administration (Mitchell/Núñez)**

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, recommended the Board's approval of Resolution #23-16 and agreements #23-273 and #23-274 with SchoolsFirst for 403(b) and 457(b) Plan Administration.

Motion #23-133 Approval of Resolution #23-16 and Agreements #23-273 & #23-274 with SchoolsFirst for 403(b) and 457(b) Plan Administration

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez, Brian Melanephy

Motion Result: Passed

### **D.3. Approval of Speech Language Pathologist Permit Waiver for Julissa Gonzalez to serve as a Speech Therapist at Ramona School for the 2023-24 School Year (Torres/Carroll)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of Speech Language Pathologist Permit Waiver for Julissa Gonzalez to serve as a Speech Therapist at Ramona School for the 2023-24 School Year.

Motion #23-134 Approval of Speech Language Pathologist Permit Waiver for Julissa Gonzalez to serve as a Speech Therapist at Ramona School for the 2023-24 School Year

Mover: Rose Gonzales

Seconder: Brian Melanephy

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

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez, Brian Melanephy

Motion Result: Passed

**D.4. Declaration of Need for Fully Qualified Educators for the 2024-2025 School Year (Torres/Carroll)**

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Declaration of Need for Fully Qualified Educators for the 2024-2025 School Year, and authorization of its submission to the State of California Commission on Teacher Credentialing.

Motion #23-135 Approval of Declaration of Need for Fully Qualified Educators for the 2024-2025 School Year

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez, Brian Melanephy

Motion Result: Passed

**Section F: BOARD POLICIES**

**F.1. First Reading - BP/AR 5141.2 Administering Medication and Monitoring Health Conditions (Fox/Nocero)**

Dr. Aracely Fox, Assistant Superintendent, Educational Services, presented the revisions to BP/AR 5141.2 Administering Medication and Monitoring Health Conditions for First Reading. The revised policies will be presented for Second Reading and Adoption at the April 17, 2024 regular meeting.

**F.2. Second Reading and Adoption of BP 5141.5 Mental Health -New (Fox/Nocero)**

Dr. Aracely Fox, Assistant Superintendent, Educational Services, presented the new BP 5141.5 Mental Health for Second Reading and Adoption.

Motion #23-136 Adoption of New BP 5141.5 Mental Health

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez, Brian Melanephy

Motion Result: Passed

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

**F.3. Second Reading and Adoption of BP/AR 5141.6 School Health Services (Fox/Nocero)**

Dr. Aracely Fox, Assistant Superintendent, Educational Services, presented the revisions to BP/AR 5141.6 School Health Services for Second Reading and Adoption.

Motion #23-137 Adoption of Revisions to BP/AR 5141.6 School Health Services

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez, Brian Melanephy

Motion Result: Passed

**F.4. Second Reading and Adoption of BP 5145.6 and Exhibit 5145.6-E PDF (1) Parent/Guardian Notification (Fox/Nocero)**

Dr. Aracely Fox, Assistant Superintendent, Educational Services, presented the revisions to BP 5145.6 and Exhibit 5145.6-E PDF (1) Parent/Guardian Notification for Second Reading and Adoption.

Motion #23-138 Adoption of Revisions to BP 5145.6 and Exhibit 5145.6-E PDF (1)

Parent/Guardian Notification

Mover: Monica Madrigal Lopez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez, Brian Melanephy

Motion Result: Passed

**Section G: CONCLUSION**

**G.1. Superintendent's Report (3 minutes)**

Ana DeGenna

- Open House - McAuliffe
- Open House - Ritchen
- Open House - Rose Avenue
- Open House - Sierra Linda
- Strategic Plan Implementation
- Ruthless Equity Book Club
- Governor Newsom Proclamation - March 2024 Disability Awareness Month
- Making a Difference - Kristen Deas, David Hubbard, Patty Nunez, Pablo Ordaz, Ginger Shea, Veronica Villalpando

## **G.2. Trustees' Announcements (3 minutes each speaker)**

MaryAnn Rodriguez

- thank you to Fremont for presentation and for
- calendar attended McAuliffe Open House
- thank you to Brekke for cards for Read Across America

Monica Madrigal Lopez

- thank you to Mr. De Los Santos and Fremont staff and faculty
- shout out to Dr. Carroll and Dr. Fuentes for attending job fair at Cal Lutheran today

Rose Gonzales

- thank you to Fremont Falcons for their presentation today
- thank you to all speakers
- attended Ramona and Sierra Linda Open Houses
- community circles for Colonia families affected by Sunkist Fire
- thank you to everyone that attends Board meetings regularly

Brian Melanephy

- attended meeting with Superintendent and Cabinet; toured the District office
- looks forward to working together to achieve all 7 traits on the OSD Student Profile

Veronica Robles-Solis

- welcome to Trustee Melanephy
- thank you to Fremont for the presentation and information; ASB students, WEB Masters and Falcons
- attended Brekke Open House
- thank you to all schools hosting Open Houses

## **G.3. ADJOURNMENT**

President Robles-Solis adjourned the meeting at 8:27 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Secunder: Rose Gonzales

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez, Brian Melanephy

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 17<sup>th</sup> day of April, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of March 20, 2024, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading - E 9270 Conflict of Interest (Mitchell)**

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Revisions the district's E 9270 Conflict of Interest were made to designated positions due to new positions created and the elimination of position titles. New language is identified in red underline, while deleted language has a strikethrough. The revised policy will be presented for a second reading and adoption at the May 1, 2024 Board meeting. These changes will be forwarded to the County Clerk of the Board's office after the revised policy is adopted.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services that the Board of Trustees review the revisions to E 9270 Conflict of Interest for first reading, as presented. The revised policy will be presented for second reading and adoption at the May 1, 2024 Board meeting.

#### **ADDITIONAL MATERIALS:**

**Attached:** [E 9270 \(3 pages\)](#)

**CONFLICT OF INTEREST**

**Conflict of Interest Code of the  
Oxnard School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Trustees members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the enclosed Appendix. Persons holding positions designated in the Appendix shall file Form 700 Statements of Economic Interests with the filing officer specified for that position in said Appendix. The respective filing officer shall make the statements available for public review and inspection.

**APPENDIX**

**Disclosure Categories**

1. **Category 1:** A person designated Category 1 shall disclose:
  - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments or business positions in or income (including gifts, loans, and travel payments) from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. **Category 2:** A person designated Category 2 shall disclose:
  - a. Investments or business positions in or income (including gifts, loans, and travel payments) from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
  - b. Investments or business positions in or income (including gifts, loans, and travel payments) from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

**CONFLICT OF INTEREST** (continued)

3. **Full Disclosure:** Because it has been determined that the district's Board members and Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
  - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

**Designated Positions**

<u>Designated Position</u>	<u># of Positions</u>	<u>Disclosure Category</u>	<u>Filing Officer *</u>
Board of Trustees Members	5	3	COB
Personnel Commission Members	3	1	OSD
District Superintendent	1	3	OSD
<del>Associate Superintendent</del>	<del>1</del>	<del>1</del>	<del>OSD</del>
Assistant Superintendent	<del>2</del> 3	1	OSD
<del>Executive Director, Teaching and Learning</del>	<del>1</del>	<del>2</del>	<del>OSD</del>
Chief Information Officer	1	2	OSD
Director, Certificated Human Resources	1	2	OSD
Director, Child Nutrition Services	1	2	OSD
Director, Classified Human Resources	1	2	OSD
Director, Enrichment and Specialized Programs	1	2	OSD
Director, Facilities	1	2	OSD
Director, Fiscal Services	1	2	OSD
Director, Network Operations	1	2	OSD
Director, Pupil Services	1	2	OSD
Director, Purchasing	1	2	OSD
Director, School Performance and Student Outcomes	1	2	OSD
Director, Special Education	1	2	OSD
<u>Director, Teaching and Learning</u>	<u>1</u>	<u>2</u>	<u>OSD</u>
Director, Transportation	1	2	OSD
Principals	20	2	OSD
Consultants	1	2	OSD

\*COB = County Clerk of the Board; OSD = Oxnard School District



**CONFLICT OF INTEREST** (continued)

**Disclosures for Consultants**

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

Exhibit  
version: ~~October 10, 2018~~ May 1, 2024  
~~revised: March 17, 2021~~  
~~revised: November 17, 2021~~  
~~revised: November 2, 2022~~  
~~revised: August 23, 2023~~

**OXNARD SCHOOL DISTRICT**  
Oxnard, California

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Aracely Fox

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section F: Board Policies, Second Reading

### **Second Reading and Adoption of BP/AR 5141.2 Administering Medication and Monitoring Health Conditions (Fox/Nocero)**

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The BP/AR 5141.2 Administering Medication and Monitoring Health Conditions has been updated based on recommendations by CSBA (California School Board Association). The new Language is Highlighted. Deleted language is indicated by strikethrough. Board Policies will be presented for a second reading and adoption.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees approve and adopt the revision for BP/AR 5141.2 Administering Medication and Monitoring Health Conditions as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [AR 5141.21 Administering Medication And Monitoring Health Conditions \(13 pgs\).pdf](#)  
[BP 5141.21 Administering Medication And Monitoring Health Conditions \(7 pgs\).pdf](#)

**Regulation 5141.21: Administering Medication And Monitoring Health Conditions**

Status: ADOPTED

Original Adopted Date: 09/24/2019 | Last Revised Date: 08/23/2017

**Definitions**

*Authorized health care provider* means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

*Other designated school personnel* means any individual employed by the district, including a nonmedical school employee, who has volunteered or consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

*Medication* may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

*Epinephrine auto-injector* means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

*Anaphylaxis* means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

*Opioid antagonist* means naloxone hydrochloride or another drug approved by the federal Food and Drug Administration that, when administered, negates or neutralizes in whole or in part the pharmacological effects of an opioid in the body and that has been approved for the treatment of an opioid overdose. (Education Code 49414.3)

*Albuterol* means a bronchodilator used to open the airways by relaxing the muscles around the bronchial tubes. (Education Code 49414.7)

*Inhaler* means a device used for the delivery of prescribed asthma medication that is inhaled. (Education Code 49414.7)

~~(cf. 5141.23 – Asthma Management)~~

~~(cf. 5141.27 – Food Allergies/Special Dietary Needs)~~

**Notifications to Parents/Guardians**

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side

effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

~~(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education) (cf. 6164.6 - Identification and Education Under Section 504)~~

## Parent/Guardian Responsibilities

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

1. ~~Providing~~ Submitting parent/guardian and authorized health care provider written statements each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)
2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician and updating the information when needed. (Education Code 49480)
3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)

## Parent/Guardian Statement

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication
3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to ~~enable district employees to administer or otherwise assist the student in the administration of medication, including, but not limited to, the parent/guardian's responsibility to~~ provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands that he/she may terminate the consent for the administration of the medication or for otherwise assisting the student in the administration of medication at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse

reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to his/her child, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

### **Health Care Provider Statement**

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)
3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)
4. If a parent/guardian has requested that his/her child be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)
5. For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)
6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
7. Possible side effects of the medication
8. Name, address, telephone number, and signature of the student's authorized health care provider

For self-administration of inhaled asthma medication, the district shall accept a written statement from a physician or surgeon contracted with a health plan licensed pursuant to Health and Safety Code 1351.2. Such written statement shall be in English and Spanish and shall include the name and contact information for the physician or surgeon. (Education Code 49423.1)

### **District Responsibilities**

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the authorized health care provider's written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, and note on the list the type of medication and the times and dosage to be administered.
4. Maintain for each student a medication log which may:
  - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the authorized health care provider's name and contact information

- b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication
- 5. Maintain for each student a medication record which may include the authorized health care provider's written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student
- 6. Ensure that student confidentiality is appropriately maintained (cf. 5125 - Student Records)
- 7. Coordinate and, as appropriate, ensure the administration of medication during field trips and other school-related activities

~~(cf. 5148.2 - Before/After School Programs) (cf. 6145.2 - Athletic Competition)~~

~~(cf. 6153 - School Sponsored Trips)~~

- 8. Report to a student's parent/guardian and the site administrator any refusal by the student to take his/her **the** medication
- 9. Keep all medication to be administered by the district in a locked drawer or cabinet
- 10. As needed, communicate with a student's authorized health care provider and/or pharmacist regarding the medication and its effects
- 11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose
- 12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances
- 13. In the event of a medical emergency requiring administration of medication, provide immediate medical assistance directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance,
- 14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized health care provider's written statement

### **Emergency Epinephrine Auto-Injectors and Emergency Albuterol Inhalers**

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or **when a school nurse or physician is unavailable, a trained** volunteer employee ~~when a school nurse or physician is unavailable,~~ may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. **A trained volunteer may include the holder of an Activity Supervisor Clearance Certificate who has specified training.** (Education Code 49414)

**Additionally, the Superintendent or designee may make emergency stock albuterol inhalers available to school nurses and trained personnel who have volunteered to be used to provide medical aid to person(s) suffering, or reasonably believed to be suffering, from respiratory distress.** (Education Code 49414.7)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injectors **and/or albuterol inhalers for emergency aid to individuals exhibiting signs of anaphylaxis reaction or respiratory distress.** **Such notice shall also describe** ~~and describing~~ the training that the volunteers **s** will receive. (Education Code 49414, **49414.7**)

~~(cf. 4112.9/4212.9/4312.9 - Employee Notifications)~~

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person

designated by a physician and surgeon authorized pursuant to Education Code 49414 or 49414.7, and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414, 49414.7)

~~(cf. 4131—Staff Development) (cf. 4231—Staff Development) (cf. 4331—Staff Development)~~

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors or stock albuterol inhalers for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. (Education Code 49414, 49414.7)

Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

The district shall store emergency epinephrine auto-injectors and stock albuterol inhalers in an accessible location, and shall specify such location in annual notices to staff.

If an epinephrine auto-injector either medication is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors all medications shall be restocked before their expiration date. (Education Code 49414, 49414.7)

Any volunteer or trained personnel who administers either medication shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials retained by the school. (Education Code 49414, 49414.7)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in his/her personnel file. (Education Code 49414, 49414.7)

~~(cf. 4112.6/4212.6/4312.6—Personnel Files)~~

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, or 49414.7 including, but not limited to, the acceptance of epinephrine auto-injectors and/or emergency albuterol inhalers from a manufacturer or wholesaler. (Education Code 49414, 49414.7)

~~(cf. 3290—Gifts, Grants and Bequests)~~

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

~~(cf. 3580—District Records)~~

## **Emergency Medication for Opioid Overdose**

The district may elect to make emergency naloxone hydrochloride or another opioid antagonist available at schools for the purpose of providing emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. In determining whether to make this medication available, the Superintendent or designee shall evaluate the emergency medical response time to the school and determine whether initiating emergency medical services is an acceptable alternative to providing an opioid antagonist and training personnel to administer the medication. (Education Code 49414.3)

Additionally, if the district accepts emergency naloxone hydrochloride or another opioid antagonist from the county office of education (COE), the Superintendent or designee shall maintain at least two units of the medication at each district middle, junior high, high, and adult school. (Education Code 49414.8)

When available at the school site, the school nurse shall provide emergency naloxone hydrochloride or another opioid antagonist for emergency medical aid to any person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity. Other designated personnel who have volunteered and have received training may administer such medication when a school nurse or physician is unavailable and shall only administer the medication by nasal spray or auto-injector. (Education Code 49414.3)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer naloxone hydrochloride or another opioid antagonist, describing the training that the volunteer will receive, and explaining the right of the volunteer to rescind the offer to volunteer at any time, including after receiving training. The notice shall also include a statement that no benefit will be granted to or withheld from any employee based on the offer to volunteer and that there will be no retaliation against any employee for rescinding the offer to volunteer. (Education Code 49414.3)

The principal or designee shall designate two or more volunteer employees to receive initial and annual refresher training, based on standards adopted by the SPI, regarding the storage and emergency use of naloxone hydrochloride or another opioid antagonist. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49414.3, 49414.8)

Each volunteer shall meet the minimum standards of training for the administration of an emergency opioid antagonist as specified in Education Code 49414.3 or shall have undergone opioid overdose prevention and treatment training and reviewed material available on the California Department of Public Health's website. (Education Code 49414.8)

Any prescription for naloxone hydrochloride or another opioid antagonist shall be obtained by a school nurse, other qualified supervisor of health, or, if the district does not have a qualified supervisor of health, a district administrator from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or manufacturers. (Education Code 49414.3)

If the medication is used, the school nurse, other qualified supervisor of health, or district administrator, as applicable, shall restock the medication as soon as reasonably possible, but no later than two weeks after it is used. In addition, the medication shall be restocked before its expiration date. (Education Code 49414.3, 49414.8)

Employees and volunteers that render emergency treatment at the scene of an opioid overdose or suspected opioid overdose by administering an opioid antagonist shall not be liable for civil damages resulting from an act or omission, unless such act constitutes gross negligence or willful or wanton misconduct. (Health and Safety Code 1799.113)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering naloxone hydrochloride or another opioid antagonist for emergency aid shall be provided to each volunteer in writing and retained in the employee's personnel file. (Education Code 49414.3)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414.3, including, but not limited to, the acceptance of the naloxone hydrochloride or another opioid antagonist from a COE, manufacturer, or wholesaler. (Education Code 49414.3)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of naloxone hydrochloride or another opioid antagonist for a period of three years from the date the records were created. (Business and Professions Code 4119.8)



## Anti-Seizure Medication

A school nurse or, if a school nurse is not onsite or available, a volunteer designated by the district may administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy who has been prescribed such medication from the student's health care provider and is suffering from a seizure. (Education Code 49468.2)

Upon receipt of a request from the parent/guardian of a student diagnosed with seizures, a seizure disorder, or epilepsy who has been prescribed emergency anti-seizure medication, the Superintendent or designee may designate one or more volunteer(s) at the student's school to receive initial and annual refresher training regarding the emergency use of anti-seizure medication. (Education Code 49468.2)

In order to solicit volunteers, the district shall distribute a notice at least once, but no more than two times per school year, to all staff that includes the following information: (Education Code 49468.2)

1. A description of the volunteer request stating that the request is for volunteers to be trained to recognize and respond to seizures, including training to administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy if the student is suffering from a seizure
2. A description of the training that the volunteer will receive
3. The right of an employee to rescind the offer to volunteer
4. A statement that there will be no retaliation against any individual for rescinding the offer to volunteer, including after receiving training

A volunteer may rescind the offer to administer emergency anti-seizure medication at any time, including after receipt of training. (Education Code 49468.2)

If a volunteer rescinds the offer to volunteer or is no longer able to act as a volunteer for any reason, or if the placement of a student changes and the student no longer has access to a trained volunteer, the district may distribute an additional two notices per school year to all staff. (Education Code 49468.2)

Volunteer employees shall receive initial and annual refresher training, based on standards adopted by the SPI, regarding the recognition and response to seizures and the administration of emergency anti-seizure medication. The training shall be provided at no cost to the employee, conducted during regular working hours, and be provided by a school nurse or other qualified person designated by an authorizing physician and surgeon. Written materials provided during the training shall be retained at the school for reference. (Education Code 49468.2)

Before administering emergency anti-seizure medication or therapy prescribed to treat seizures in a student diagnosed with seizures, a seizure disorder, or epilepsy, the district shall obtain from the student's parent/guardian a seizure action plan as specified in Education Code 49468.3. The school or district nurse shall collaborate with the parent/guardian of each student diagnosed with seizures, a seizure disorder, or epilepsy in the development of a plan if the student does not have an individualized education plan or Section 504 plan. (Education Code 49468.3)

If the school obtains written consent from the student's parent/guardian, in accordance with 34 CFR 99.30, the seizure action plan shall be distributed to any school staff or volunteers responsible for the supervision or care of the student. (Education Code 49468.3)

Upon receipt of a request from a parent/guardian of a student diagnosed with seizure, a seizure disorder, or epilepsy, the district shall notify the parent/guardian that the student may qualify for services or accommodations pursuant to Section 504 of the federal Rehabilitation Act of 1973 or an individualized education program and shall assist the parent/guardian with the exploration of that option. (Education Code 49468.2)

Additionally, if there are no volunteers at the student's school, the Superintendent or designee shall notify the student's parent/guardian of the student's right to be assessed for services and accommodations guaranteed under Section 504 of the federal Rehabilitation Act of 1973 and the federal Individuals with Disabilities Education Act, and may ask the parent/guardian to sign such notices. (Education Code 49468.2)

The principal or designee shall notify the school nurse assigned to the school, or if a school nurse is not assigned to the school or district, the Superintendent or designee, if an employee administers an emergency anti-seizure medication. (Education Code 49468.3)

The notification described above and the seizure action plan shall be kept on file in the office of the school nurse or a school administrator, in compliance with all applicable state and federal privacy laws. (Education Code 49468.3)

The district shall provide volunteers defense and indemnification for any and all civil liability, with information stating such being provided to the volunteer in writing and retained in the volunteer's personnel file. (Education Code 49468.5)

Trained volunteers who administer emergency anti-seizure medication or medication prescribed for seizure disorder symptoms to a student diagnosed with seizures, a seizure disorder, or epilepsy who appears to be experiencing a seizure shall not be subject to professional review, be liable in a civil action, or be subject to criminal prosecution for acts or omissions in administering the emergency anti-seizure medication. (Education Code 49468.5)

## Policy OXNARD SCHOOL DISTRICT

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Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

### State Description

5 CCR 600-611 Administering medication to students

Bus. Code 2700-2837 Nursing

Bus. Code 3500-3546 Physician assistants

Bus. Code 4119.2 Acquisition of epinephrine auto-injectors

Bus. Code 4119.8 Acquisition of naloxone hydrochloride or another opioid antagonist

Ed. Code 48980 Parent/Guardian notifications

Ed. Code 49407 Liability for treatment

Ed. Code 49408 Student emergency information

Ed. Code 49414 Emergency epinephrine auto-injectors

Ed. Code 49414.3 Emergency medical assistance; administration of medication for opioid overdose

Ed. Code 49414.5 Providing school personnel with voluntary emergency training

Ed. Code 49422-49427 Employment of medical personnel

Ed. Code 49423 Administration of prescribed medication for student

Ed. Code 49423.1 Inhaled asthma medication

Ed. Code 49480 Continuing medication regimen; notice

H&S Code 11362.7-11362.85 Medicinal cannabis

### Federal Description

20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 1400-1482 Individuals with Disabilities Education Act  
21 USC 812 Schedule of controlled substances  
21 USC 844 Penalties for possession of controlled substance  
29 USC 794 Rehabilitation Act of 1973; Section 504  
Management Resources Description  
American Diabetes Association  
Publication  
Glucagon Training Standards for School Personnel:  
Providing Emergency Medical Assistance to Pupils with  
Diabetes, May 2006  
American Diabetes Association  
Publication  
Legal Advisory on Rights of Students with Diabetes in  
California's K-12 Public Schools, August 2007  
American Diabetes Association  
Publication  
Program Advisory on Medication Administration, 2005  
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Publication  
Training Standards for the Administration of  
Epinephrine Auto-Injectors, rev. 2015  
Court Decision American Nurses Association v. Torlakson, (2013) 57  
Cal.4th 570  
National Diabetes Education Program  
Publication  
Helping the Student with Diabetes Succeed: A Guide  
for School Personnel, June 2003  
Website [CSBA District and County Office of Education Legal  
Services](#)  
Website [National Diabetes Education Program](#)  
Website [U.S. Department of Health and Human Services,  
National Institutes of Health, Blood Institute, asthma  
information](#)  
Website [American Diabetes Association](#)  
Website [California Department of Education, Health Services  
and School Nursing](#)  
Website [CSBA](#)  
Cross References  
Code Description  
4119.43 [Universal Precautions](#)  
4119.43 [Universal Precautions](#)  
4131 [Staff Development](#)  
4131 [Staff Development](#)  
4219.43 [Universal Precautions](#)  
4219.43 [Universal Precautions](#)  
4231 [Staff Development](#)  
4319.43 [Universal Precautions](#)  
4319.43 [Universal Precautions](#)  
5022 [Student And Family Privacy Rights](#)  
5022 [Student And Family Privacy Rights](#)  
5113 [Absences And Excuses](#)

5113 Absences And Excuses  
 5113.1 Chronic Absence And Truancy  
 5113.1 Chronic Absence And Truancy  
 5125 Student Records  
 5125 Student Records  
 5131.62 Tobacco  
 5131.62 Tobacco  
 5141 Health Care And Emergencies  
 5141 Health Care And Emergencies  
 5141.22 Infectious Diseases  
 5141.22 Infectious Diseases  
 5141.23 Asthma Management  
 5141.23 Asthma Management  
 5141.24 Specialized Health Care Services  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.6 School Health Services  
 5141.6 School Health Services  
 5145.6 Parent/Guardian Notifications  
 5145.6-E PDF(1) Parent/Guardian Notifications  
 5148.2 Before/After School Programs  
 5148.2 Before/After School Programs  
 6142.8 Comprehensive Health Education  
 6142.8 Comprehensive Health Education  
 6145.2 Athletic Competition  
 6145.2 Athletic Competition  
 6163.2 Animals At School  
 6163.2 Animals At School  
 6164.6 Identification And Education Under Section 504  
 6164.6 Identification And Education Under Section 504

State References	Description
5 CCR 600-611	Administering medication to
Bus. Code 2700-2837	students Nursing-- <a href="https://simbli.eboardsolutions.com/SU/uCzErklfpGgLI9HTTI6yxg==">https://simbli.eboardsolutions.com/SU/uCzErklfpGgLI9HTTI6yxg==</a>
Bus. Code 3500-3546	Physician assistants-- <a href="https://simbli.eboardsolutions.com/SU/DVwu5arEKuyPdOB2YXapIusEw==">https://simbli.eboardsolutions.com/SU/DVwu5arEKuyPdOB2YXapIusEw==</a>
Bus. Code 4119.2	Acquisition of epinephrine auto-injectors-- <a href="https://simbli.eboardsolutions.com/SU/vO6toOi4tTtDRslshrrJcMwIQ==">https://simbli.eboardsolutions.com/SU/vO6toOi4tTtDRslshrrJcMwIQ==</a>
Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist-- <a href="https://simbli.eboardsolutions.com/SU/DmZMuG277jOaQCVyhEgx8w==">https://simbli.eboardsolutions.com/SU/DmZMuG277jOaQCVyhEgx8w==</a>
Ed. Code 48980	Parent/Guardian notifications-- <a href="https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==">https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==</a>
Ed. Code 49407	Liability for treatment-- <a href="https://simbli.eboardsolutions.com/SU/QELIBZw6v6vivoouslshr4O3A==">https://simbli.eboardsolutions.com/SU/QELIBZw6v6vivoouslshr4O3A==</a>

Ed. Code 49408	Student emergency information -- <a href="https://simbli.eboardsolutions.com/SU/VVSpdnEQRzpslshwTT4CDCqA==">https://simbli.eboardsolutions.com/SU/VVSpdnEQRzpslshwTT4CDCqA==</a>
Ed. Code 49414	Emergency epinephrine auto-injectors -- <a href="https://simbli.eboardsolutions.com/SU/9JuMr1vgNOCC5QbFqDv9Qw==">https://simbli.eboardsolutions.com/SU/9JuMr1vgNOCC5QbFqDv9Qw==</a>
Ed. Code 49414.3	Emergency medical assistance; administration of medication for opioid overdose -- <a href="https://simbli.eboardsolutions.com/SU/jpluse7kBEekAxe3Bh0EEAWQA==">https://simbli.eboardsolutions.com/SU/jpluse7kBEekAxe3Bh0EEAWQA==</a>
Ed. Code 49414.4	Opioid Misuse
Ed. Code 49414.5	Providing school personnel with voluntary emergency training -- <a href="https://simbli.eboardsolutions.com/SU/RnYPAtgT2yb1q5d85rLzg==">https://simbli.eboardsolutions.com/SU/RnYPAtgT2yb1q5d85rLzg==</a>
Ed. Code 49414.7	Emergency Albuterol Inhalers
Ed. Code 49414.8	Funding for emergency opioid antagonists;
Ed. Code 49422-49427	requirements Employment of medical personnel -- <a href="https://simbli.eboardsolutions.com/SU/cwyO9uyobPAYAs5slsh9bKpDQ==">https://simbli.eboardsolutions.com/SU/cwyO9uyobPAYAs5slsh9bKpDQ==</a>
Ed. Code 49423	Administration of prescribed medication for student -- <a href="https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWiz0XA==">https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWiz0XA==</a>
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Ed. Code 49468-49468.5	The Seizure Safe Schools Act
Ed. Code 49480	Continuing medication regimen; notice -- <a href="https://simbli.eboardsolutions.com/SU/leJlhm7InFbQS1Eb6ui7A==">https://simbli.eboardsolutions.com/SU/leJlhm7InFbQS1Eb6ui7A==</a>
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20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
21 USC 812	Schedule of controlled substances
21 USC 844	Penalties for possession of controlled substance
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 99.30	Conditions under which prior written consent is required to disclose information

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American Diabetes Association Publication	Legal Advisory on Rights of Students with Diabetes in Schools, August 2007
California's K-12 Public American Diabetes Association Publication	Program Advisory on Medication Administration, 2005
American Diabetes Association Publication	Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015
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Court Decision	American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570
National Diabetes Education Program Publication	Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003
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Website	California Department of Education, Health Services and School Nursing-- <a href="https://simbli.eboardsolutions.com/SU/8gslshmooplus2E8Rmx2aVRDQPxw==">https://simbli.eboardsolutions.com/SU/8gslshmooplus2E8Rmx2aVRDQPxw==</a>
Website	CSBA-- <a href="https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIE NxGg==">https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIE NxGg==</a>
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3516	Emergencies And Disaster Preparedness Plan-- <a href="https://simbli.eboardsolutions.com/SU/s3WJ2EWVVP1hpwlwyoLVhOg==">https://simbli.eboardsolutions.com/SU/s3WJ2EWVVP1hpwlwyoLVhOg==</a>
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4131	Staff Development-- <a href="https://simbli.eboardsolutions.com/SU/LzhHW2OPuSvfql1abo4kFg==">https://simbli.eboardsolutions.com/SU/LzhHW2OPuSvfql1abo4kFg==</a>
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- 5022 Student And Family Privacy Rights --  
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<https://simbli.eboardsolutions.com/SU/hNgzIAtnfXX5clQzadPhnw==>
- 5145.6-E PDF(1) Parent/Guardian Notifications --  
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**Policy 5141.21: Administering Medication And Monitoring Health Conditions**

Status: ADOPTED

Original Adopted Date: 11/02/2011 | Last Revised Date: 08/23/2017

The Board of Trustees believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should have an opportunity to participate in the educational program.

~~(cf. 5113 – Absences and Excuses)~~

~~(cf. 5113.1 – Chronic Absence and Truancy)~~

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

~~(cf. 5141.24 – Specialized Health Care Services) (cf. 6159 – Individualized Education Program)~~

~~(cf. 6164.6 – Identification and Education Under Section 504)~~

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing a parent/guardian to administer medication to his/her child at school, designate other individuals to do so on his/her behalf, and, with the **child's student's** authorized health care provider's approval, request the district's permission for his/her child to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

~~(cf. 1250 – Visitors/Outsiders)~~

~~(cf. 5141 – Health Care and Emergencies) (cf. 5141.22 – Infectious Diseases)~~

~~(cf. 5141.23 – Asthma Management)~~

~~(cf. 5141.27 – Food Allergies/Special Dietary Needs) (cf. 6116 – Classroom Interruptions)~~

The Superintendent or designee shall make available epinephrine auto-injectors at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

**The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)**

**Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.**

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

~~(cf. 3516 – Emergencies and Disaster Preparedness Plan)~~

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

~~(cf. 3530 – Risk Management/Insurance)~~

~~(cf. 4119.42/4219.42/4319.42 – Exposure Control Plan for Bloodborne Pathogens)~~

~~(cf. 4119.43/4219.43/4319.43 – Universal Precautions)~~

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual. ~~(Education Code 49414, 49414.3, 49414.5, 49423, 49423.1)~~

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

~~(cf. 4131 – Staff Development) (cf. 4231 – Staff Development) (cf. 4331 – Staff Development)~~

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**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**State Description**

5 CCR 600-611 Administering medication to students

Bus. Code 2700-2837 Nursing

Bus. Code 3500-3546 Physician assistants

Bus. Code 4119.2 Acquisition of epinephrine auto-injectors

Bus. Code 4119.8 Acquisition of naloxone hydrochloride or another opioid antagonist

Ed. Code 48980 Parent/Guardian notifications

Ed. Code 49407 Liability for treatment

Ed. Code 49408 Student emergency information

Ed. Code 49414 Emergency epinephrine auto-injectors

Ed. Code 49414.3 Emergency medical assistance; administration of medication for opioid overdose

Ed. Code 49414.5 Providing school personnel with voluntary emergency training

Ed. Code 49422-49427 Employment of medical personnel

Ed. Code 49423 Administration of prescribed medication for student

Ed. Code 49423.1 Inhaled asthma medication

Ed. Code 49480 Continuing medication regimen; notice

H&S Code 11362.7-11362.85 Medicinal cannabis

**Federal Description**

20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 1400-1482 Individuals with Disabilities Education Act  
21 USC 812 Schedule of controlled substances  
21 USC 844 Penalties for possession of controlled substance  
29 USC 794 Rehabilitation Act of 1973; Section 504  
Management Resources Description  
American Diabetes Association  
Publication  
Glucagon Training Standards for School Personnel:  
Providing Emergency Medical Assistance to Pupils with  
Diabetes, May 2006  
American Diabetes Association  
Publication  
Legal Advisory on Rights of Students with Diabetes in  
California's K-12 Public Schools, August 2007  
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Epinephrine Auto-Injectors, rev. 2015  
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National Diabetes Education Program  
Publication  
Helping the Student with Diabetes Succeed: A Guide  
for School Personnel, June 2003  
Website [CSBA District and County Office of Education Legal  
Services](#)  
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Website [U.S. Department of Health and Human Services,  
National Institutes of Health, Blood Institute, asthma  
information](#)  
Website [American Diabetes Association](#)  
Website [California Department of Education, Health Services  
and School Nursing](#)  
Website [CSBA](#)  
Cross References  
Code Description  
4119.43 [Universal Precautions](#)  
4119.43 [Universal Precautions](#)  
4131 [Staff Development](#)  
4131 [Staff Development](#)  
4219.43 [Universal Precautions](#)  
4219.43 [Universal Precautions](#)  
4231 [Staff Development](#)  
4319.43 [Universal Precautions](#)  
4319.43 [Universal Precautions](#)  
5022 [Student And Family Privacy Rights](#)  
5022 [Student And Family Privacy Rights](#)  
5113 [Absences And Excuses](#)

5113 Absences And Excuses  
 5113.1 Chronic Absence And Truancy  
 5113.1 Chronic Absence And Truancy  
 5125 Student Records  
 5125 Student Records  
 5131.62 Tobacco  
 5131.62 Tobacco  
 5141 Health Care And Emergencies  
 5141 Health Care And Emergencies  
 5141.22 Infectious Diseases  
 5141.22 Infectious Diseases  
 5141.23 Asthma Management  
 5141.23 Asthma Management  
 5141.24 Specialized Health Care Services  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.27 Food Allergies/Special Dietary Needs  
 5141.6 School Health Services  
 5141.6 School Health Services  
 5145.6 Parent/Guardian Notifications  
 5145.6-E PDF(1) Parent/Guardian Notifications  
 5148.2 Before/After School Programs  
 5148.2 Before/After School Programs  
 6142.8 Comprehensive Health Education  
 6142.8 Comprehensive Health Education  
 6145.2 Athletic Competition  
 6145.2 Athletic Competition  
 6163.2 Animals At School  
 6163.2 Animals At School  
 6164.6 Identification And Education Under Section 504  
 6164.6 Identification And Education Under Section 504

~~State References Description 5 CCR 600-611 Administering medication to students Bus. Code 2700-2837~~  
~~Nursing <https://simbli.eboardsolutions.com/SU/uCzErklfpGgLI9HTTI6yxg==> Bus. Code 3500-3546 Physician~~  
~~assistants <https://simbli.eboardsolutions.com/SU/DVwu5arEKuyPdOB2YXaplusEw==> Bus. Code 4119.2~~  
~~Acquisition of epinephrine auto injectors <https://simbli.eboardsolutions.com/SU/vO6toOi4tTtDRslshrrJcMWIQ==> Bus. Code 4119.8 Acquisition of~~  
~~naloxone hydrochloride or another opioid antagonist <https://simbli.eboardsolutions.com/SU/DmZMuG277jOaQCVyhEgx8w==> Ed. Code 48980 Parent/Guardian~~  
~~notifications <https://simbli.eboardsolutions.com/SU/cpMsBKX1tOwUiWgEwSKp5g==> Ed. Code 49407~~  
~~Liability for treatment <https://simbli.eboardsolutions.com/SU/QELiBZw6v6vivoouslshr4O3A==> Ed. Code~~  
~~49408 Student emergency information <https://simbli.eboardsolutions.com/SU/VVSpdnEQRzpslshwTTh4CDCqA==> Ed. Code 49414 Emergency~~  
~~epinephrine auto injectors <https://simbli.eboardsolutions.com/SU/9JuMr1vqNOCC5QbFqDv9Qw==> Ed.~~

Code 49414.3 Emergency medical assistance; administration of medication for opioid overdose  
<https://simbli.eboardsolutions.com/SU/jpluse7kBEekAxe3Bh0EEAWQA==> Ed. Code 49414.4 Opioid Misuse  
Ed. Code 49414.5 Providing school personnel with voluntary emergency training  
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Inhalers Ed. Code 49414.8 Funding for emergency opioid antagonists; requirements Ed. Code 49422-49427  
Employment of medical personnel  
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prescribed medication for student <https://simbli.eboardsolutions.com/SU/6F1gCdZzICKJq6OLWjZoXA==>  
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Safe Schools Act Ed. Code 49480 Continuing medication regimen; notice  
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treatment H&S Code 11362.7-11362.85 Medicinal cannabis  
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USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974 20 USC 1400-1482 Individuals with  
Disabilities Education Act 21 USC 812 Schedule of controlled substances 21 USC 844 Penalties for possession  
of controlled substance 29 USC 794 Rehabilitation Act of 1973; Section 504 34 CFR 99.30 Conditions under  
which prior written consent is required to disclose information Management Resources References  
Description American Diabetes Association Publication Legal Advisory on Rights of Students with Diabetes in  
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Education Program Publication Helping the Student with Diabetes Succeed: A Guide for School Personnel,  
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Description 3516 Emergencies And Disaster Preparedness Plan

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<https://simbli.eboardsolutions.com/SU/BAu5NzYFGqXatN6NQMGKug==> 4131 Staff Development

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Employee Notifications

<https://simbli.eboardsolutions.com/SU/hGIQiMaYQG9O3TdZGKZUrA==> 4219.43 Universal Precautions

<https://simbli.eboardsolutions.com/SU/wh0rpv5X3ryKMrEJQIWdxg==> 4219.43 Universal Precautions

<https://simbli.eboardsolutions.com/SU/jcxtWAtt5luJjbYnIcTVslshg==> 4231 Staff Development

<https://simbli.eboardsolutions.com/SU/dGr5iiEU3Y8BhNnT0r3e8w==> 4312.9 Employee Notifications

<https://simbli.eboardsolutions.com/SU/mow1ASEXdXPXCwAQ7Ca4slshA==> 4312.9 E PDF(1)

Employee Notifications

<https://simbli.eboardsolutions.com/SU/37LmduVHV1A1bEvRg0Satw==> 4319.43 Universal Precautions

<https://simbli.eboardsolutions.com/SU/JnplusQwslshGICZz3WAmw0U4zlw==> 4319.43 Universal Precautions

<https://simbli.eboardsolutions.com/SU/eRCxSsiLaFgmOqXqf6pUslshg==> 5022 Student And Family Privacy Rights

<https://simbli.eboardsolutions.com/SU/MLcvoQjddplusjslsherDOs4WexQ==> 5022 Student And Family Privacy Rights

<https://simbli.eboardsolutions.com/SU/in0VCHryU0twSrUEwhrDbA==> 5113 Absences And Excuses

<https://simbli.eboardsolutions.com/SU/DOumx7TIh7jCbL0LqiAZbw==> 5113 Absences And Excuses

<https://simbli.eboardsolutions.com/SU/zgNCPkjkEE5TS8anvdm0JA==> 5125 Student Records

<https://simbli.eboardsolutions.com/SU/S2xi2FplusvHt7WgWTzIvaQ9w==> 5125 Student Records

<https://simbli.eboardsolutions.com/SU/3GVaEj2MK5KrrmCtf1q8Qg==> 5131.62 Tobacco

<https://simbli.eboardsolutions.com/SU/sbrqsGWZhbase8CbUWyINQ==> 5131.62 Tobacco

<https://simbli.eboardsolutions.com/SU/1CDJeXpgQawD0HLwYeQuzA==> 5141 Health Care And Emergencies

<https://simbli.eboardsolutions.com/SU/tjPIFgGNq3plusUxtIa7vaPng==> 5141 Health Care And Emergencies

<https://simbli.eboardsolutions.com/SU/27XL9v8xfIPALA5yQ2mHBw==> 5141.22 Infectious Diseases

<https://simbli.eboardsolutions.com/SU/J0Yk6JrAQgrjMfYYt6W6TQ==> 5141.23 Asthma Management

<https://simbli.eboardsolutions.com/SU/hKAq9wVV6jXcZwfsIshxDfFQ==> 5141.23 Asthma Management

<https://simbli.eboardsolutions.com/SU/7N2O4ZJopplusPVb2OhslshakuKg==> 5141.24 Specialized Health Care

Services — <https://simbli.eboardsolutions.com/SU/VqawdMEycU7Kzyw1z8rH1w==> 5141.27 Food  
Allergies/Special Dietary Needs — <https://simbli.eboardsolutions.com/SU/M3Xppb4jk5poplus1ocj7OLZw==>  
5141.27 Food Allergies/Special Dietary Needs —  
<https://simbli.eboardsolutions.com/SU/pvFFle3d7qsuQRZDq0hOEA==> 5141.6 School Health Services —  
<https://simbli.eboardsolutions.com/SU/3svnTVDr2slshtEXNr8U3u9SQ==> 5141.6 School Health Services —  
<https://simbli.eboardsolutions.com/SU/e6hwFyoubKwfv0PuA2ZJEQ==> 5145.6 Parent/Guardian Notifications  
— <https://simbli.eboardsolutions.com/SU/hNgziAtnfXX5clQzadPhnw==> 5145.6 E PDF(1) Parent/Guardian  
Notifications — <https://simbli.eboardsolutions.com/SU/MXLuazFmslshnc1y2uqAoqY9Q==> 5148.2  
Before/After School Programs — <https://simbli.eboardsolutions.com/SU/DBD64nMr4GUjIvPQagA7HQ==>  
5148.2 Before/After School Programs —  
<https://simbli.eboardsolutions.com/SU/g5DLLeREAwOGnrHToJCKesQ==> 6145.2 Athletic Competition —  
<https://simbli.eboardsolutions.com/SU/drUrEnEOpzri1uTAAroQdA==> 6145.2 Athletic Competition —  
<https://simbli.eboardsolutions.com/SU/736Z8vHbVVvZl8yKuc7uMg==> 6163.2 Animals At School —  
<https://simbli.eboardsolutions.com/SU/8DICFAJslshTQqklwplusPulnslshGw==> 6163.2 Animals At School —  
<https://simbli.eboardsolutions.com/SU/UnEGJhmzEPTif943ACP7ZA==> 6164.6 Identification And Education  
Under Section 504 — <https://simbli.eboardsolutions.com/SU/Qxa6y1pojXxlVJF6oGxfwQ==> 6164.6  
Identification And Education Under Section 504 —  
<https://simbli.eboardsolutions.com/SU/KWwJgJPQnX3WYORrMkSTgQ==>



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section G: Conclusion

### **Superintendent's Report (3 minutes)**

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section G: Conclusion

### **Trustees' Announcements (3 minutes each speaker)**

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 17, 2024

**Agenda Section:** Section G: Conclusion

### **ADJOURNMENT**

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Moved:

Seconded:

Vote:

### **ROLL CALL VOTE:**

Rodriguez \_\_\_\_, Gonzales \_\_\_\_, Melanephy \_\_\_\_, Madrigal Lopez \_\_\_\_, Robles-Solis \_\_\_\_

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, April 12, 2024.

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A