# OXNARD SCHOOL DISTRICT

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



#### **BOARD OF TRUSTEES**

Veronica Robles-Solis, President Brian Melanephy, Clerk Monica Madrigal Lopez, Member Rose Gonzales, Member Cynthia Salas, Member

### **ADMINISTRATION**

Anabolena DeGenna, Ed.D. Superintendent Vacant Assistant Superintendent, Business & Fiscal Services Aracely Fox, Ed.D. Assistant Superintendent, Educational Services Scott Carroll, Ed.D. Acting Assistant Superintendent, Human Resources

### AGENDA REGULAR BOARD MEETING Wednesday, February 5, 2025

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

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

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

Watch the meeting live: osdtv.oxnardsd.org

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## 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:

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

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

Jorge Mares, Principal, Sierra Linda School, will introduce Somaya Chambers, 5th grade student in Mr. Reyes's class at Sierra Linda, 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 Somaya Chambers and in Spanish by Katie Salas, both 5th grade students in Mr. Reyes's class at Sierra Linda School.

## A.4. Presentation by Sierra Linda School

Jorge Mares, Principal, Sierra Linda School, will provide a short presentation to the Board regarding Sierra Linda. 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:

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

- A.6. Presentation of the Fremont Academy Reconstruction Project (Hubbard/CFW) The Board will be presented with the Architectural design "fly through" presentation of the Fremont Middle School Reconstruction Project.
- A.7. 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.8. Closed Session

- 1. Pursuant to Section 54956.9 of Government Code:
  - Conference with Legal Counsel
  - Existing Litigation:
  - Oxnard School District et al. Central District No. CV-04304-JAK-FFM

- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
- OAH Case #2024090571
- OAH Case #2024090702
- Anticipated Litigation:
- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
- Pursuant to Sections 54957.6 and 3549.1 of the Government Code: Conference with Labor Negotiator: Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
- 3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee Evaluation
  - Acting Assistant Superintendent, Human Resources

# A.9. Reconvene to Open Session (7:00 PM)

# A.10. 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.11. Introduction of Newly Appointed Oxnard School District Administrator (DeGenna) Introduction of newly appointed Oxnard School District administrator:
  - Kayla Nelson, Manager, Special Education

# 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.

# 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:

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

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

# C.1. Establishment and Abolishment of Positions (Caroll/Fuentes)

It is the recommendation of the Acting 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.

# C.2. Personnel Actions (Carroll/Fuentes)

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

C.3. Approval of the Revised 2024-2025 Classified Employee Monthly and Hourly Salary Schedules for Classified Employees (Carroll/Fuentes) It is the recommendation of the Acting Assistant Superintendent, Human Resources and the Director of Classified Human Resources, that the Board of Trustees approve the revised monthly and hourly 2024-25 Classified Employee Salary Schedules, in order to comply with the new California minimum wage law that mandates a minimum wage of \$16.50 per hour for all employers effective January 1, 2025, in the amount of \$2,898.00, to be paid from the General Fund.

C.4. Ratification of Change Order #2 to Agreement #23-228 – WPS Roofing – Roofing Project at ESC (Hubbard)

It is the recommendation of the Chief Information Officer that the Board of Trustees ratify Change Order #2 to Agreement #23-228 with WPS Roofing, for additional labor and materials needed for unforeseen conditions not visible prior to removal of the existing roofing on the ESC Roofing project., in the amount of \$43,321.63, to be paid out of Deferred Maintenance Funds.

# C.5. Enrollment Report (Núñez)

District enrollment as of December 20, 2024 was 13,012. This is 417 less than the same time last year.

C.6. Approval of Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors (Núñez)

It is the recommendation of the Director of Fiscal Services that the Board of Trustees approve the designations of Scott Carroll, Acting Assistant Superintendent, Human Resources, as Representative, and Norma Magaña, Risk Manager, as Alternate, to the VCSSFA Board, as

presented.

# Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.7. Approval of Amendment #002 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 (Hubbard/CFW) It is the recommendation of the Chief Information Officer, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Amendment #2 to Agreement #17-158 with Balfour Beatty Contractors, LLC, to put an allowance in place under which funds can be utilized to complete the off-site improvement plans as approved by the City of Oxnard on December 12, 2024 and extend the Site Lease and Sub Lease Agreements through the completion of the Phase 1 and Phase 2 portions of the Rose Ave. Elementary School Reconstruction Project, in the amount of \$7,500,000.00, to be paid out of Master Construct and Implementation Funds.

# C.8. Approval of Amendment #1 to Agreement #24-98 – Dr. Olvera Psychology (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Amendment #1 to Agreement #24-98 with Dr. Olvera Psychology, to continue supporting the Special Education Department with independent psychological and educational consulting services as required in the 2024-2025 school year, in the amount not to exceed \$30,000.00, to be paid out of Special Education Funds.

# C.9. Approval of Amendment #1 to Agreement #24-122 - Action Preparedness Training (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Amendment #1 to Agreement #24-122 with Action Preparedness Training, to cover the additional cost incurred due to underestimating the amount of staff, primarily Para Educators, that were due for a CPR certification renewal and to pay the remaining balance for the training services provided for 2024-2025, in the amount not to exceed \$500.00, to be paid out of Special Education Funds.

# C.10. Approval of Agreement #24-190 – Dr. Antonio F. Jiménez Jiménez (Fox)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-190 with Dr. Antonio F. Jiménez Jiménez, to provide inperson professional development sessions on common core standards in Spanish to teachers and staff for TK-6th grade levels, February 6, 2025 through June 30, 2025, in the amount of \$32,000.00, to be paid from LCFF Funds.

# C.11. Approval of Agreement #24-194 - Action Preparedness Training (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent of Educational Services, that the Board of Trustees approve Agreement #24-194 with Action Preparedness Training, to provide CPR training and First Aid training to Enrichment & Specialized Programs staff as needed for the 2024-2025 school year, February 6, 2025 through June 30, 2025, in the amount not to exceed \$1,500.00, to be paid out of Expanded Learning Opportunities Program Funds.

# Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.12. Ratification of Allocations of Contract Contingency #18 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 (Hubbard/CFW)

It is the recommendation of the Chief Information Officer, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation of Contract Contingency #18 for Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) with Balfour Beatty Contractors, LLC, for ratification of draws from the various funds that were set up within the GMP according to contract documents, at no additional fiscal impact.

# Section D: ACTION ITEMS

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

D.1. Approval of Memorandum of Understanding, Agreement #24-191 (MOU) with the Oxnard Educators Association (OEA): Early Notification of Retirement/Resignation Incentive to Permanent Certificated Teaching Employees (Carroll)

It is the recommendation of the Acting Assistant Superintendent, Human Resources that the Board of Trustees approve MOU/Agreement #24-191with Oxnard Educators Association (OEA), to provide an Early Notification Incentive of \$3,000.00 to Permanent certificated teaching employees that submit an irrevocable letter of retirement/resignation by January 31, 2025, and in the amount of \$1,500.00 to Permanent certificated teaching employees that submit an irrevocable letter of retirement/resignation by February 14, 2025, in the total estimated amount of \$46,495.00, to be paid out of the General Fund.

Board Discussion: Moved: Seconded: Vote:

ROLL CALL VOTE:

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

D.2. Approval of the Oxnard School District (District) and Oxnard Educators Association (OEA) Tentative Agreement #24-192 on the 2025-26 School Calendar (Carroll) It is the recommendation of the Acting Assistant Superintendent, Human Resources that the Board of Trustees approve tentative agreement #24-192 between the District and OEA on the 2025-2026 School Calendar, as presented.

Board Discussion: Moved: Seconded: Vote:

ROLL CALL VOTE:

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

# D.3. Ratification of David Hubbard Working Out of Class - Assistant Superintendent of Business and Fiscal Services (Carroll/Fuentes)

It is the recommendation of the Acting Assistant Superintendent, Human Resources and the Director, Classified Human Resources that the Board of Trustees take action to ratify the 10% increase to David Hubbard's current salary for working out of classification effective 11/18/24 until the position of Assistant Superintendent of Business and Fiscal Services is filled, amount not to exceed \$13,000.00, to be paid out of the General Fund.

Board Discussion: Moved: Seconded: Vote:

ROLL CALL VOTE:

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

# D.4. Ratification of Patricia Nuñez Working Out of Class - Assistant Superintendent of Business and Fiscal Services (Carroll/Fuentes)

It is the recommendation of the Acting Assistant Superintendent, Human Resources and the Director, Classified Human Resources that the Board of Trustees take action to ratify the 10% increase to Patricia Nuñez's current salary for working out of classification effective 11/18/24 until the position of Assistant Superintendent of Business and Fiscal Services is filled, amount not to exceed \$12,000.00, to be paid out of the General Fund.

Board Discussion: Moved: Seconded: Vote:

ROLL CALL VOTE:

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

# D.5. Approval of Agreement #24-193, SPSG Inc. (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-193 with SPSG Inc., to support the Oxnard School District with the implementation and design of the STOP Violence Prevent Program Grant, February 6, 2025 through September 30, 2027, in the amount not to exceed \$180,000.00, to be paid out of School Violence Prevention Program Grant Funds.

Board Discussion: Moved: Seconded: Vote:

ROLL CALL VOTE:

Salas	, Gonzales	, Madrigal Lopez	, Melanephy	, Robles-Solis

## D.6. Acceptance of Oxnard School District Audit Report, June 30, 2024 (Núñez)

It is the recommendation of the Director of Fiscal Services that the Board of Trustees accept the Oxnard School District Audit Report, June 30, 2024, as presented.

Board Discussion: Moved: Seconded: Vote:

ROLL CALL VOTE:

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

# D.7. Acceptance of Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024 (Núñez)

It is the recommendation of the Director of Fiscal Services that the Board of Trustees accept the Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024, as presented.

Board Discussion: Moved: Seconded: Vote:

ROLL CALL VOTE:

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

# D.8. Acceptance of Measure I General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024 (Núñez)

It is the recommendation of the Director of Fiscal Services that the Board of Trustees accept the Measure I General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024, as presented.

Board Discussion: Moved: Seconded: Vote:

ROLL CALL VOTE:

Salas \_\_\_\_, Gonzales \_\_\_\_, Madrigal Lopez \_\_\_\_, Melanephy \_\_\_\_, 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:

• November 20, 2024 Regular Board Meeting

Board Discussion: Moved: Seconded: Vote:

ROLL CALL VOTE:

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

### Section G: CONCLUSION

## G.1. Superintendent's Report (3 minutes)

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

### G.2. Trustees' Announcements (3 minutes each speaker)

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

### G.3. ADJOURNMENT

Moved: Seconded: Vote:

**ROLL CALL VOTE:** 

Salas	, Gonzales	, Madrigal Lopez	, Melanephy	, 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, January 31, 2025.

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

Agenda Section: Section A: Presentation

# Presentation of the Fremont Academy Reconstruction Project (Hubbard/CFW)

The Board will be presented with the Architectural design "fly through" presentation of the Fremont Middle School Reconstruction Project.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Informational.

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

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

Name of Contributor: Dr. Anabolena DeGenna

## **Date of Meeting:** February 05, 2025

Agenda Section: Section A: Preliminary

# **Closed Session**

- 1. Pursuant to Section 54956.9 of Government Code: Conference with Legal Counsel
  - Existing Litigation:
  - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
  - S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
  - OAH Case #2024090571
  - OAH Case #2024090702
  - Anticipated Litigation:
  - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
- Pursuant to Sections 54957.6 and 3549.1 of the Government Code: Conference with Labor Negotiator: Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
- 3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee Evaluation
  - Acting Assistant Superintendent, Human Resources

**FISCAL IMPACT:** N/A

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 05, 2025

Agenda Section: Section A: Preliminary

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

Reconvene to Open Session (7:00 PM)

**FISCAL IMPACT:** N/A

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

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

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

Agenda Section: Section A: Preliminary

# Introduction of Newly Appointed Oxnard School District Administrator (DeGenna)

Introduction of newly appointed Oxnard School District administrator:

• Kayla Nelson, Manager, Special Education

# FISCAL IMPACT:

Information only.

# **RECOMMENDATION:**

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

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

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.

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FISCAL IMPACT: N/A

Name of Contributor: Dr. Scott Carroll

**Date of Meeting:** February 05, 2025

Agenda Section: Section C: Consent Agenda

# **Establishment and Abolishment of Positions (Carroll/Fuentes)**

# Establishment

A five hour forty-five minute 246-day Paraeducator Special Education position number 12786 to be established at Enrichment and Specialized Programs. This position will be established to assist with the needs of the After School Program.

A five hour forty-five minute 246-day Paraeducator Special Education position number 12787 to be established at Enrichment and Specialized Programs. This position will be established to assist with the needs of the After School Program.

A five hour forty-five minute 246-day Paraeducator Special Education position number 12788 to be established at Enrichment and Specialized Programs. This position will be established to assist with the needs of the After School Program.

A five hour forty-five minute 246-day Paraeducator Special Education position number 12791 to be established at Enrichment and Specialized Programs. This position will be established to assist with the needs of the After School Program.

An eight hour 246-day Mental Health Clinician position number 12796 to be established at Special Education Department. This position will be established to provide ERSES Services.

An eight hour 246-day Mental Health Clinician position number 12797 to be established at Special Education Department. This position will be established to provide ERSES Services.

An eight hour 246-day Mental Health Clinician position number 12798 to be established at Special Education Department. This position will be established to provide ERSES Services.

A four hour 180-day Campus Assistant position number 12803 to be established at Lopez Academy. This position will be established to provide additional student safety.

A five hour and forty-five 183-day Paraeducator Special Education position number 12819 to be established at Marshall School. This position will be established to assist in two classrooms.

An eight hour 203-day Office Assistant II position number 12805 to be established at Brekke School. This position will be established to assist with the increased compliance in the Special Education department.

An eight hour 203-day Office Assistant II position number 12821 to be established at Curren School. This position will be established to assist with the increased compliance in the Special Education department.

An eight hour 203-day Office Assistant II position number 12806 to be established at Driffill School. This position will be established to assist with the increase compliance in the Special Education department.

An eight hour 203-day Office Assistant II position number 12807 to be established at Lopez Academy. This position will be established to assist with the increase compliance in the Special Education department.

An eight hour 203-day Office Assistant II position number 12808 to be established at Fremont Academy. This position will be established to assist with the increased compliance in the Special Education department.

An eight hour 203-day Office Assistant II position number 12809 to be established at Frank Academy. This position will be established to assist with the increased compliance in the Special Education department.

An eight hour 203-day Office Assistant II position number 12810 to be established at Ritchen School. This position will be established to assist with the increased compliance in the Special Education department.

An eight hour 203-day Office Assistant II position number 12811 to be established at Rose Ave. School. This position will be established to assist with the increased compliance in the Special Education department.

An eight hour 203-day Office Assistant II position number 12812 to be established at Elm School. This position will be established to assist with the increased compliance in the Special Education department.

An eight hour 203-day Office Assistant II position number 12813 to be established at Sierra Linda School. This position will be established to assist both Sierra Linda and Ramona Schools with the increased compliance in the Special Education department.

An eight hour 203-day Office Assistant II position number 12814 to be established at Harrington School. This position will be established to assist both Harrington and Marina West Schools with the increased compliance in the Special Education department.

An eight hour 203-day Office Assistant II position number 12815 to be established at Soria School. This position will be established to assist both Soria and Kamala Schools with the increased compliance in the Special Education department.

An eight hour 203-day Office Assistant II position number 12816 to be established at Lemonwood School. This position will be established to assist with the increased compliance in the Special Education department.

An eight hour 203-day Office Assistant II position number 12817 to be established at McKinna School. This position will be established to assist both McKinna and McAuliffe Schools with the increased compliance in the Special Education department.

A five hour forty-five minute 246-day Paraeducator Special Education position number 12823 to be established at Rose Ave. School. This position will be established to assist with the needs in an SDC classroom.

An eight hour 246-day Mental Health Manager position number 12827 to be established in the Special Education Department. This position will be established to supervise the three Mental Health Clinicians with ERSES services.

An eight hour 246-day Accounting Specialist III position number 12828 to be established in Budget and Finance Department. This position will be established to support the needs in the Accounts Payable area.

A five hour forty-five minute 183-day Paraeducator Special Education position number 12832 to be established at Pupil Services. This position will be established to support classrooms as needed based on behavior.

A five hour forty-five minute 183-day Paraeducator Special Education position number 12833 to be established at Pupil Services. This position will be established to support classrooms as needed based on behavior.

A five hour forty-five minute 183-day Paraeducator Special Education position number 12834 to be established at Pupil Services. This position will be established to support classrooms as needed based on behavior.

A five hour forty-five minute 183-day Paraeducator Special Education position number 12835 to be established at Pupil Services. This position will be established to support classrooms as needed based on behavior.

A five hour forty-five minute 183-day Paraeducator Special Education position number 12841 to be established at Pupil Services. This position will be established to support classrooms as needed based on behavior.

A five hour forty-five minute 183-day Paraeducator Special Education position number 12836 to be established at Pupil Services. This position will be established to support classrooms as needed based on behavior.

A five hour forty-five minute 183-day Paraeducator Special Education position number 12837 to be established at Pupil Services. This position will be established to support classrooms as needed based on behavior.

A five hour forty-five minute 183-day Paraeducator Special Education position number 12838 to be established at Pupil Services. This position will be established to support classrooms as needed based on behavior.

A five hour forty-five minute 183-day Paraeducator Special Education position number 12839 to be established at Pupil Services. This position will be established to support classrooms as needed based on behavior.

A five hour forty-five minute 183-day Paraeducator Special Education position number 12842 to be established at Pupil Services. This position will be established to support classrooms as needed based on behavior.

# Abolishment

A five hour and forty-five minutes 180-day Campus Assistant position number 3107 to be abolished at McKinna School. This position will be abolished due to lack of work.

A four hour 180-day Campus Assistant position number 10163 to be abolished at Chavez School. This position will be abolished due to lack of work.

A six hour and forty-five minutes 183-day Paraeducator Special Education position number 12165 to be abolished at Soria School. This position will be abolished due to lack of work.

An eight hour 246-days Custodian position number 12571 to be abolished at Enrichment and Special Programs. This position will be abolished as it was created in error.

An eight hour 246 days Office Assistant II position number 10210 to be abolished at Educational Services. This position will be abolished due to lack of work.

A five hour and forty-five minutes 180-day Campus Assistant position number 6818 to be abolished at Chavez School. This position will be abolished due to lack of work.

A five hour and forty-five minutes 180-day Campus Assistant position number 3044 to be abolished at Soria School. This position will be abolished due to lack of work.

A five hour and forty-five minutes 180-day Campus Assistant position number 6517 to be abolished at Sierra Linda School. This position will be abolished due to lack of work.

An eight hour 183-days Health Care Technician position number 10273 to be abolished at Pupil Services. This position will be abolished due to lack of work.

A two hour and fifty-two minutes 183-day Paraeducator Special Education position number 1805 to be abolished at Chavez School. This position will be abolished due to lack of work.

A five hour and forty-five minutes 183-day Paraeducator Special Education position number 407 to be abolished at McKinna School. This position will be abolished due to lack of work.

A two hour and fifty-two minutes 183-day Paraeducator Special Education position number 10859 to be abolished at McKinna School. This position will be abolished due to lack of work.

A six hour and thirty minutes 183-day Paraeducator Special Education position number 12178 to be abolished at Ritchen School. This position will be abolished due to lack of work.

A five hour and forty-five minutes 183-day Paraeducator Special Education position number 12259 to be abolished at Frank Academy. This position will be abolished due to lack of work.

A five hour and forty-five minutes 180-day Campus Assistant position number 11441 to be abolished at Driffill School. This position will be abolished due to lack of work.

A five hour and forty-five minutes 180-day Campus Assistant position number 3001 to be abolished at Kamala School. This position will be abolished due to lack of work.

A five hour and forty-five minutes 180-day Campus Assistant position number 3061 to be abolished at Kamala School. This position will be abolished due to lack of work.

A five hour and forty-five minutes 180-day Campus Assistant position number 11278 to be abolished at Kamala School. This position will be abolished due to lack of work.

A five hour and forty-five minutes 180-day Campus Assistant position number 3009 to be abolished at Harrington School. This position will be abolished due to lack of work.

# FISCAL IMPACT:

Cost for 4 Paraeducator Special Education positions \$220,328 ELOP funds. (Establish positions) Cost for 3 Mental Health Clinician positions \$373,452 Mental Health Related Services funds (Establish positions)

Cost for 1 Campus Assistant position \$21,903 LCFF funds (Establish position) Cost for 14 Office Assistant II positions \$1,013,250 Medi-Cal funds (Establish position) Cost for 2 Paraeducator Special Education positions \$83,554 SPED funds (Establish positions) Cost for 1 Mental Health Manager position \$171,031 Mental Health Related Services funds (Establish position) Cost for 1 Accounting Specialist III position \$98,359 Unrestricted funds (Establish position) Cost for 10 Paraeducator Special Education position \$417,770 LCFF - Supp Conc. funds (Establish position) Savings for 9 Campus Assistant positions \$318,930 LCFF funds (Abolish positions) Savings for 6 Paraeducator Special Education positions \$248,550 SPED funds (Abolish positions) Savings for 1 Health Care Technician position \$81,543 LCFF funds (Abolish positions) Savings for 1 Custodian position \$84,212 ELOP funds (Abolish positions)

# Savings for 1 Office Assistant II \$89,112 LCFF funds (Abolish positions)

# **RECOMMENDATION:**

It is the recommendation of the Acting 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.

Name of Contributor: Dr. Scott Carroll

**Date of Meeting:** February 05, 2025

Agenda Section: Section C: Consent Agenda

# **Personnel Actions (Carroll/Fuentes)**

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

# FISCAL IMPACT:

N/A

# **RECOMMENDATION:**

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

# **ADDITIONAL MATERIALS:**

Attached: Classified Personnel Actions 252025 (2 Pages) Certificated Personnel Actions 02052025 (1 Page)

#### Page | 1

Paraeducator - Special Education, 8 hrs./183 days

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

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

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

Paraeducator – Special Education, 5.75 hrs./183 days

Paraeducator – Special Education, 5.75 hrs./183 days

Paraeducator - Special Education, 5.75 hrs./183 days

Paraeducator - Special Education, 5.75 hrs./183 days

Paraeducator - Special Education, 5.75 hrs./183 days

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

Paraeducator - Special Education, 5.75 hrs./183 days

01/13/2025

01/06/2025

01/17/2025

01/06/2025

01/07/2025

01/06/2025

01/15/2025

01/13/2025

12/17/2024

01/13/2025

01/13/2025

01/13/2025

01/21/2025

01/06/2025

01/13/2025

#### New Hires

Arellano, Jasmine K Chavez, Maria E Chavez, Mark A Cuevas, Mayra A Duncan, Jessica O Garibay Garcia, Angel A Gonzalez, Valeria Juarez Garcia, Laura L Lemos, Andrew D Nieto, Sandra Perez, Marc A Reyes, Gabriela Rivera, Elise M Shenoy, Kartik B Villa Garcia, Giselle

#### **Exempt**

Marruffo, Jenuve F	AVID Tutor (Substitute)	12/16/2024
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Custodian, 5 hrs./246 days

Health Assistant 5.75 hrs./183 days

Campus Assistant, 5.75 hrs./180 days

Music Instructor, 8 hrs./183 days

### Limited Term/Substitutes

Emitted Termi, Substitutes		
Aguilar, Arline S	Clerical (Substitute)	01/15/2025
Arellano, Jasmine K	Paraeducator (Substitute)	01/06/2025
Barrio, Xavier A	Clerical (Substitute)	01/13/2025
Barranco, Maria G	Paraeducator (Substitute)	01/13/2025
Bogan, Randi A	Clerical (Substitute)	01/17/2025
Brown, Amanda D	Clerical (Substitute)	01/17/2025
Capili, Berilyn V	Paraeducator (Substitute)	01/13/2025
Chavez, Mark A	Paraeducator (Substitute)	12/19/2024
Chavez Cedeno, Kassandra	Paraeducator (Substitute)	01/13/2025
Cisneros, Leticia Y	Clerical (Substitute)	01/15/2025
Contreras, Luis	Custodian (Substitute)	01/21/2025
Corona, Lorena	Clerical (Substitute)	01/13/2025
Cortes, Daniel	Paraeducator (Substitute)	01/06/2025
Esqueda, Jacqueline L	Clerical (Substitute)	01/13/2025
Excinia, Sydney M	Paraeducator (Substitute)	01/27/2025
Lopez, Sammie	Paraeducator (Substitute)	01/13/2025
Luengas, Isaac J	Clerical (Substitute)	01/13/2025
Macias, Jorge A	Campus Assistant (Substitute)	01/13/2025
Magana, Blanca E	Clerical (Substitute)	01/13/2025
Mendez, Jordan N	Clerical (Substitute)	01/13/2025
Morales, Julissa	Paraeducator (Substitute)	01/13/2025
Moran, Zenon	Campus Assistant (Substitute)	01/08/2025
Moran, Zenon	Transportation Diver (Substitute)	01/08/2025
Olmos, Guadalupe G	Clerical (Substitute)	01/13/2025
Ortiz, Sheena N	Clerical (Substitute)	01/13/2025

Page   2	CLASSIFIED PERSONNEL ACTIONS	February 5, 2025
Palencia Chavez, Ayari N	Clerical (Substitute)	01/13/2025
Ramirez, Denise	Paraeducator (Substitute)	01/13/2025
Ramirez, Denise	Clerical (Substitute)	01/13/2025
Reyes, Gabriela	Paraeducator (Substitute)	01/06/2025
Robles, Nathalie	Paraeducator (Substitute)	12/20/2024
Rodriguez, Nicolemarie E	Clerical (Substitute)	01/13/2025
Sanchez, Martha P	Paraeducator (Substitute)	01/13/2025
Tresierras, Alexandria G	Clerical (Substitute)	01/13/2025
Valenzuela, Lillian M	Clerical (Substitute)	01/17/2025
Villa Garcia, Giselle	Paraeducator (Substitute)	12/19/2024
<b>Promotion</b>		
Perez, Blanca	School Office Manager, 8 hrs./210 days Office Assistant II, 8 hrs./203 days	12/18/2024
<u>Transfers</u>		
Perez, Catalina	School Office Manager, 8 hrs./210 days	01/06/2025
<u>Probation Release</u> 12529	Child Nutrition Worker, 5 hrs./185 days	01/13/2025
Resignations		
Alcaraz, Daniela	Paraeducator – Special Education, 5.75 hrs./183 days	12/20/2024
Castro, Guadalupe A	Paraeducator – Special Education, 5.75 hrs./183 days	01/07/2025
Davila, Leilani N	Paraeducator – Special Education, 5.75 hrs./183 days	12/20/2024
Martinez, Matthew R	Paraeducator – General Education, 8 hrs./183 days	01/09/2025
Ortiz Perez, Gladys	Paraeducator – General Education, 5.75 hrs./183 days	01/17/2025
Ramirez, Ernesto	Custodian, 8 hrs./246 days	01/15/2025
Trejo, Vanessa	Office Assistant II, 8 hrs./203 days	01/20/2025
<u>Retirements</u> Cachu, Blanca	Child Nutrition Worker, 5.5 hrs/ 185 days	12/27/2024
Deceased		
Oropeza, Rupert	Paraeducator – General Education, 8 hrs./183 days	12/19/2024

## **CERTIFICATED PERSONNEL ACTIONS**

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

New Hires		
De Arcos, Jacqueline	Assistant Principal	2024/2025 School Year
Gutierrez, Taylor	Teacher, Multiple Subject	2024/2025 School Year
Melgoza, Julie	Intervention Service Provider	2024/2025 School Year
Otani, Anthony	Intervention Service Provider	2024/2025 School Year
Alcaraz, Daniela	Substitute Teacher	2024/2025 School Year
Broome, Michael	Substitute Teacher	2024/2025 School Year
Holt, Claudia	Substitute Teacher	2024/2025 School Year
LaPata, Teresa	Substitute Teacher	2024/2025 School Year
Martinez, Matthew	Substitute Teacher	2024/2025 School Year
Montijo, Adele	Substitute Teacher	2024/2025 School Year
Perez, Isaac	Substitute Teacher	2024/2025 School Year
Roseman, Telloria	Substitute Teacher	2024/2025 School Year
Sandoval, Antonio	Substitute Teacher	2024/2025 School Year
Taylor, Riley	Substitute Teacher	2024/2025 School Year
Resignations		

Faught, Liza Montero, Patricia Speech Language Therapist Intervention Service Provider January 23, 2025 December 20, 2024

Name of Contributor: Dr. Scott Carroll

**Date of Meeting:** February 05, 2025

Agenda Section: Section C: Consent Agenda

Approval of the Revised 2024-2025 Classified Employee Monthly and Hourly Salary Schedules for Classified Employees (Carroll/Fuentes)

The new California minimum wage law, effective January 1, 2025, mandates a minimum wage of \$16.50 per hour for all employers. In response, the monthly and hourly 2024-25 Classified Employee Salary Schedules have been revised to ensure compliance with the updated law. Specifically, the hourly rate for exempt AVID tutors has been increased to meet the new minimum wage requirement.

# **FISCAL IMPACT:**

Fiscal impact for the 2024-25 school year is \$2,898.00, to be paid from the General Fund.

# **RECOMMENDATION:**

It is the recommendation of the Acting Assistant Superintendent, Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the revised monthly and hourly 2024-25 Classified Employee Salary Schedules, as presented.

# **ADDITIONAL MATERIALS:**

Attached: 2024-25 CSEA Salary Schedule - effective 2023-07-01 - updated 2025-01-01 for Min wage (two pages)

### 2024-25 CLASSIFIED SALARY SCHEDULE

2% increase retroactive to 07/01/2023; Board Approved 06/26/2024 Increase to AVID tutor to comply with minimun wage as of 01/01/2025 Board Approved 02/05/2025

	Step A	Step B	Step C	Step D	Step E
Range 1	\$ 3,149.01	\$ 3,306.46	\$ 3,471.79	\$ 3,645.38	\$ 3,827.65
Range 2	\$ 3,230.47	\$ 3,391.99	\$ 3,561.59	\$ 3,739.67	\$ 3,926.65
Range 3	\$ 3,309.01	\$ 3,474.46	\$ 3,648.18	\$ 3,830.59	\$ 4,022.13
Range 4	\$ 3,390.46	\$ 3,559.99	\$ 3,737.99	\$ 3,924.88	\$ 4,121.13
Range 5	\$ 3,477.73	\$ 3,651.62	\$ 3,834.20	\$ 4,025.91	\$ 4,227.21
Range 6	\$ 3,557.73	\$ 3,735.62	\$ 3,922.40	\$ 4,118.52	\$ 4,324.44
Range 7	\$ 3,647.91	\$ 3,830.31	\$ 4,021.82	\$ 4,222.91	\$ 4,434.06
Range 8	\$ 3,736.64	\$ 3,923.47	\$ 4,119.64	\$ 4,325.62	\$ 4,541.90
Range 9	\$ 3,828.27	\$ 4,019.68	\$ 4,220.67	\$ 4,431.70	\$ 4,653.29
Range 10	\$ 3,921.36	\$ 4,117.43	\$ 4,323.30	\$ 4,539.46	\$ 4,766.44
Range 11	\$ 4,023.17	\$ 4,224.33	\$ 4,435.55	\$ 4,657.33	\$ 4,890.19
Range 12	\$ 4,117.72	\$ 4,323.60	\$ 4,539.78	\$ 4,766.77	\$ 5,005.11
Range 13	\$ 4,220.99	\$ 4,432.04	\$ 4,653.64	\$ 4,886.32	\$ 5,130.64
Range 14	\$ 4,322.80	\$ 4,538.94	\$ 4,765.89	\$ 5,004.19	\$ 5,254.39
Range 15	\$ 4,434.80	\$ 4,656.54	\$ 4,889.37	\$ 5,133.84	\$ 5,390.53
Range 16	\$ 4,538.07	\$ 4,764.97	\$ 5,003.22	\$ 5,253.38	\$ 5,516.05
Range 17	\$ 4,654.43	\$ 4,887.15	\$ 5,131.51	\$ 5,388.09	\$ 5,657.49
Range 18	\$ 4,764.97	\$ 5,003.22	\$ 5,253.38	\$ 5,516.05	\$ 5,791.86
Range 19	\$ 4,891.52	\$ 5,136.09	\$ 5,392.90	\$ 5,662.54	\$ 5,945.67
Range 20	\$ 5,003.51	\$ 5,253.69	\$ 5,516.37	\$ 5,792.19	\$ 6,081.80
Range 21	\$ 5,128.60	\$ 5,385.03	\$ 5,654.28	\$ 5,937.00	\$ 6,233.85
Range 22	\$ 5,258.05	\$ 5,520.96	\$ 5,797.00	\$ 6,086.85	\$ 6,391.20
Range 23	\$ 5,393.32	\$ 5,662.99	\$ 5,946.14	\$ 6,243.45	\$ 6,555.62
Range 24	\$ 5,521.32	\$ 5,797.39	\$ 6,087.26	\$ 6,391.62	\$ 6,711.20
Range 25	\$ 5,656.59	\$ 5,939.42	\$ 6,236.39	\$ 6,548.21	\$ 6,875.62
Range 26	\$ 5,793.31	\$ 6,082.98	\$ 6,387.13	\$ 6,706.48	\$ 7,041.81
Range 27	\$ 5,943.13	\$ 6,240.28	\$ 6,552.30	\$ 6,879.91	\$ 7,223.91
Range 28	\$ 6,087.12	\$ 6,391.48	\$ 6,711.05	\$ 7,046.61	\$ 7,398.94
Range 29	\$ 6,238.39	\$ 6,550.31	\$ 6,877.83	\$ 7,221.72	\$ 7,582.81
Range 30	\$ 6,382.39	\$ 6,701.51	\$ 7,036.58	\$ 7,388.41	\$ 7,757.83
Range 31	\$ 6,549.66	\$ 6,877.14	\$ 7,221.00	\$ 7,582.05	\$ 7,961.15
Range 32	\$ 6,699.47	\$ 7,034.45	\$ 7,386.17	\$ 7,755.48	\$ 8,143.25
Range 33	\$ 6,875.47	\$ 7,219.24	\$ 7,580.20	\$ 7,959.21	\$ 8,357.18
Range 34	\$ 7,036.92	\$ 7,388.77	\$ 7,758.20	\$ 8,146.11	\$ 8,553.42
Range 35	\$ 7,215.82	\$ 7,576.62	\$ 7,955.45	\$ 8,353.22	\$ 8,770.88
Range 36	\$ 7,386.00	\$ 7,755.30	\$ 8,143.07	\$ 8,550.22	\$ 8,977.73
Range 37	\$ 7,579.45	\$ 7,958.42	\$ 8,356.35	\$ 8,774.16	\$ 9,212.87
Range 38	\$ 7,755.45	\$ 8,143.22	\$ 8,550.38	\$ 8,977.90	\$ 9,426.79
Range 39	\$ 7,954.72	\$ 8,352.45	\$ 8,770.07	\$ 9,208.58	\$ 9,669.01
Range 40	\$ 8,142.35	\$ 8,549.46	\$ 8,976.94	\$ 9,425.78	\$ 9,897.07
Range 41	\$ 8,353.25	\$ 8,770.91	\$ 9,209.46	\$ 9,669.93	10,153.43
Range 42	\$ 8,548.16	\$ 8,975.56	\$ 9,424.34	\$ 9,895.56	10,390.34
Range 43	\$ 8,770.70	\$ 9,209.23	\$ 9,669.69	10,153.18	10,660.83
Range 44	\$ 8,975.78	\$ 9,424.57	\$ 9,895.80	\$ 10,390.59	\$ 10,910.12



#### **Employee Anniversary Increments:**

Anniversary increments in the amount of \$109.06 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

7 years of service:	\$109.06
10 years of service:	\$218.12
15 years of service:	\$327.18
20 years of service:	\$436.24
25 years of service:	\$545.30

#### Night Shift Pay Differential:

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

#### **Bilingual Stipend:**

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

#### **Classified Substitute Pay:**

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

#### AVID Tutor (exempt) \$16.50 per hour

## 2024-25 CLASSIFIED SALARY SCHEDULE

2% increase retroactive to 07/01/2023; Board Approved 06/26/2024 Increase to AVID tutor to comply with minimun wage as of 01/01/2025 Board Approved 02/05/2025

	ę	Step A	Step B	Step C	Step D	:	Step E
Range 1	\$	18.17	\$ 19.08	\$ 20.03	\$ 21.03	\$	22.08
Range 2	\$	18.64	\$ 19.57	\$ 20.55	\$ 21.58	\$	22.65
Range 3	\$	19.09	\$ 20.05	\$ 21.05	\$ 22.10	\$	23.21
Range 4	\$	19.56	\$ 20.54	\$ 21.57	\$ 22.64	\$	23.78
Range 5	\$	20.06	\$ 21.07	\$ 22.12	\$ 23.23	\$	24.39
Range 6	\$	20.53	\$ 21.55	\$ 22.63	\$ 23.76	\$	24.95
Range 7	\$	21.05	\$ 22.10	\$ 23.20	\$ 24.36	\$	25.58
Range 8	\$	21.56	\$ 22.64	\$ 23.77	\$ 24.96	\$	26.20
Range 9	\$	22.09	\$ 23.19	\$ 24.35	\$ 25.57	\$	26.85
Range 10	\$	22.62	\$ 23.75	\$ 24.94	\$ 26.19	\$	27.50
Range 11	\$	23.21	\$ 24.37	\$ 25.59	\$ 26.87	\$	28.21
Range 12	\$	23.76	\$ 24.94	\$ 26.19	\$ 27.50	\$	28.88
Range 13	\$	24.35	\$ 25.57	\$ 26.85	\$ 28.19	\$	29.60
Range 14	\$	24.94	\$ 26.19	\$ 27.50	\$ 28.87	\$	30.31
Range 15	\$	25.59	\$ 26.87	\$ 28.21	\$ 29.62	\$	31.10
Range 16	\$	26.18	\$ 27.49	\$ 28.87	\$ 30.31	\$	31.82
Range 17	\$	26.85	\$ 28.20	\$ 29.61	\$ 31.09	\$	32.64
Range 18	\$	27.49	\$ 28.87	\$ 30.31	\$ 31.82	\$	33.42
Range 19	\$	28.22	\$ 29.63	\$ 31.11	\$ 32.67	\$	34.30
Range 20	\$	28.87	\$ 30.31	\$ 31.83	\$ 33.42	\$	35.09
Range 21	\$	29.59	\$ 31.07	\$ 32.62	\$ 34.25	\$	35.97
Range 22	\$	30.34	\$ 31.85	\$ 33.44	\$ 35.12	\$	36.87
Range 23	\$	31.12	\$ 32.67	\$ 34.31	\$ 36.02	\$	37.82
Range 24	\$	31.85	\$ 33.45	\$ 35.12	\$ 36.88	\$	38.72
Range 25	\$	32.63	\$ 34.27	\$ 35.98	\$ 37.78	\$	39.67
Range 26	\$	33.42	\$ 35.09	\$ 36.85	\$ 38.69	\$	40.63
Range 27	\$	34.29	\$ 36.00	\$ 37.80	\$ 39.69	\$	41.68
Range 28	\$	35.12	\$ 36.87	\$ 38.72	\$ 40.65	\$	42.69
Range 29	\$	35.99	\$ 37.79	\$ 39.68	\$ 41.66	\$	43.75
Range 30	\$	36.82	\$ 38.66	\$ 40.60	\$ 42.63	\$	44.76
Range 31	\$	37.79	\$ 39.68	\$ 41.66	\$ 43.74	\$	45.93
Range 32	\$	38.65	\$ 40.58	\$ 42.61	\$ 44.74	\$	46.98
Range 33	\$	39.67	\$ 41.65	\$ 43.73	\$ 45.92	\$	48.22
Range 34	\$	40.60	\$ 42.63	\$ 44.76	\$ 47.00	\$	49.35
Range 35	\$	41.63	\$ 43.71	\$ 45.90	\$ 48.19	\$	50.60
Range 36	\$	42.61	\$ 44.74	\$ 46.98	\$ 49.33	\$	51.80
Range 37	\$	43.73	\$ 45.91	\$ 48.21	\$ 50.62	\$	53.15
Range 38	\$	44.74	\$ 46.98	\$ 49.33	\$ 51.80	\$	54.39
Range 39	\$	45.89	\$ 48.19	\$ 50.60	\$ 53.13	\$	55.78
Range 40	\$	46.98	\$ 49.32	\$ 51.79	\$ 54.38	\$	57.10
Range 41	\$	48.19	\$ 50.60	\$ 53.13	\$ 55.79	\$	58.58
Range 42	\$	49.32	\$ 51.78	\$ 54.37	\$ 57.09	\$	59.95
Range 43	\$	50.60	\$ 53.13	\$ 55.79	\$ 58.58	\$	61.51
Range 44	\$	51.78	\$ 54.37	\$ 57.09	\$ 59.95	\$	62.94



#### **Employee Anniversary Increments:**

Anniversary increments in the amount of \$109.06 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

7 years of service:	\$0.63
10 years of service:	\$1.26
15 years of service:	\$1.89
20 years of service:	\$2.52
25 years of service:	\$3.15

#### Night Shift Pay Differential:

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

#### **Bilingual Stipend:**

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

#### **Classified Substitute Pay:**

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

#### AVID Tutor (exempt) \$16.50 per hour

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 05, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order #2 to Agreement #23-228 – WPS Roofing – Roofing Project at ESC (Hubbard)

On January 17, 2024, the Board of Trustees approved the award of Formal Bid #23-02 and Agreement #23-228 for the Roofing Project at the Educational Service Center, totaling \$909,900.00. Change Order #1, in the amount of \$82,800.00, was approved at the board meeting on December 18, 2024.

Change Order #2, in the amount of \$43,321.63, is required due to additional labor and materials needed for unforeseen conditions not visible prior to removal of the existing roofing on the ESC Roofing project.

# FISCAL IMPACT:

\$43,321.63 – Deferred Maintenance Funds

# **RECOMMENDATION:**

It is the recommendation of the Chief Information Officer that the Board of Trustees ratify Change Order #2 to Agreement #23-228 with WPS Roofing.

# **ADDITIONAL MATERIALS:**

Attached: Change Order #2 (2 Pages) Proposal (1 Page) Agreement #23-228, WSP Roofing (22 Pages)



# **CHANGE ORDER**

Date: 02/05/2025

# CHANGE ORDER NO. 02

PROJECT: Roofing Project – EDUCATIONAL SERVICE CENTER O.S.D. BID No. 23-02 O.S.D. Agreement No. 23-228

OWNER: **Oxnard School District** 

1051 South A Street Oxnard, CA. 93030

**ARCHITECT:** 

**CONTRACTOR:** WSP Roofing

Attn: Marcos Lopez

Architects Proj. No.: 23-02 D.S.A. File No.: D.S.A. App. No.:

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. AII Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM	\$ 909,900.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS	\$ 82,800.00
ADJUSTED CONTRACT SUM	\$ 992,700.00
NET CHANGE -	<u>\$</u> 43,321.63
Total Change Orders to Date:	\$ 126,121.63
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO	\$ 1,036,021.63
Commencement Date:	
Original Completion Date:	1/15/2025
Original Contract Time:	206 days
Time Extension for all Previous Change Orders:	<b></b> 15 days
Time Extension for this Change Order:	60 days
Adjusted Completion Date:	

Percentage .....

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Additional Labor and materials for unforeseen conditions	<i>,</i> ,			
2.	on the roofing project per attached proposal dated 12/27/	24.			
3.					
4.					
5.					
6.					
	Totals				

Total Change Order No.	02\$	43,321.63
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\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR

<u>APPROVAL</u> (REQUIRED):	
ARCHITECT:	DATE:
CONTRACTOR:	DATE:
RECOMMENDED FOR APPROVAL:	
OSD DSA INSPECTOR:	DATE:
FACILITIES DIRECTOR:	DATE:
APPROVAL (REQUIRED):	
BOARD APPROVAL	DATE:
ASST. SUPT./PURCHASING DIRECTOR:	DATE:
DSA APPROVAL	DATE:

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# Change Order Request #02

Date: 12/27/24

Project: ESC Building – Oxnard

Description: Labor and material costs based off of the report provided by Vincent Eaton dated 12/23/24 for unforeseen conditions at the above roofing project.

Material Costs:

- Nine conduits, wiring: \$1,800.00
- Two heater flue vent stacks: \$600.00
- 200 LF of reglet/surface-mounted counterflashing, fasteners: \$2,500.00
- Wrap ductwork of all HVAC units with membrane, adhesive: \$3,000.00
- 120 lineal feet of 1/4" plywood for concrete walls, fasteners: \$1,000.00

Labor Costs: \$27,200 (\$85.00 x 320 hours)

Freight: \$950.00

WSP P&O/Mark-Up (x 15%): \$5,557.50

Subtotal: \$42,607.50

Tax (7.25%): \$714.13

# Total Cost: \$43,321.63

Approved by:\_\_\_\_\_

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

Date:

WSP Roofing | 4580 Cavitt Stallman Road, Granite Bay, CA 95746 T: 702-739-6649 | License #: 832752



# SERVICES AGREEMENT

R24-04055

Requisition Number

23-228

Contract Number

This Services Agreement (the "Agreement") is made and entered into this <u>17th</u> day of <u>January</u>, 2024 by and between <u>Oxnard School</u> District (hereinafter referred to as "District") and <u>Pacific Builders & Roofing Inc.</u>, (hereinafter referred to as "Provider.")

# PROVIDER.

Pacific Builders & Roofing Inc. Provider 8150 Sierra College Blvd. Ste. 130 Street Address Roseville, CA 95661

City, State, Zip code

<u>91-2111467</u> Tax Identification or Social Security Number 916-784-6655 Telephone Number 916-784-2233 Fax Number deni75wsp@gmail.com E-mail Address & 757

License Number (if applicable)

P24-03743

- 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.
- SERVICES. Provider shall provide District with the services, which are described on the "Statement of 4. 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.

Agreement shall 5. OF PERFORMANCE. The term this commence on TIME of , 20 25 All work and 23 , 20 24 , and terminate on January 15 June Agreement for under the terms of this services contracted 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.]

PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" 6. 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,

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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 subconsultants 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 affect. 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:

Oxnard School District	Pacific Builders & Roofing Inc.				
District	Provider				
Attn: Dana Miller	Attn: Deni Trowbridge				
1051 South A Street	8150 Sierra College Blvd. Ste.130				
Street	Street				
Oxnard, CA 93030	Roseville, CA 95661				
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.

- INDEMNIFICATION. To the fullest extent permitted by law, Provider agrees to defend, indemnify, 14. 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. <u>Commercial General Liability Insurance</u>. 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

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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. <u>Automobile Liability</u>. 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:

Personal vehicles: \$ 500,000.00 combined single limit or

\$100,000.00 per person / \$300,000.00 per accident

c. <u>Workers' Compensation Insurance</u>. 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. <u>Errors and Omissions Insurance</u>. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following:

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

	Each Occurrence	Aggregate
Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
Cyber Liability	\$ 5,000,000.00	
Other:	\$	\$

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- 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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

G 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.
- I. 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. <u>Failure to Procure Insurance</u>. 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."



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#### **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.

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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							
By:	Signature 1-23-24						
	Lisa A. Franz						
	Name						
	Director, Purchasing						
	Title						

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• 1

Provider	
Signature	_
Ryan Heaton	_
<u>General Manager</u> Title	_:

#### STATEMENT OF WORK

#### **DESCRIPTION OF WORK:**

\*PER ATTACHED BID #23-02 AND AGREEMENT #23-228

WORK SCHEDULE:

START DATE: JUNE 23, 2024 END DATE: JANUARY 15, 2025



Contract Number

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#### SCHEDULE OF FEES

#### FEES:

• 1

Compensation for Services	\$ <u>909,900.00</u>
Actual and Necessary Travel Expenses	\$ <u>0.00</u>
Other Expenses	<sub>\$</sub> 0.00
Total Amount not to Exceed	\$ 909,900.00
Deposit	s 0.00
	\$ 0.00
Deposit Balance Due after Completion of Services	\$ 0.00 \$ 0.00

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

#### PAYMENT SCHEDULE:

Pay Applications to be submitted monthly to Dana Miller at dmiller@oxnardsd.org, and Marcos Lopez at m6lopez@oxnardsd.org. Net 30 terms.

#### ADDITIONAL COSTS OF EXPENSES:

N/A

#### EXHIBIT C REQUIRED CERTIFICATIONS

#### Services Agreement Dated: JANUARY 17, 2024 Provider: Pacific Builders & Roofing Inc.

#### 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 <u>do not apply</u> 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.

Byan yeaton	General Manuger
Name/ Title of Authorized Repr	esentative
Ath	12 28 23
Signature/ Date	1

- 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.

Ryan Heaton General Manager Same Title of Authorized Representative AAA 12/28/23

Signature/ Date

23-228 Contract Number

Page 14 of 15

#### 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

ACORD. CERTIFICATE OF LIABILITY INSURANCE					1/	(MM/DD/YYYY) / <b>3/2024</b>			
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.									
14	PORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject is certificate does not confer rights to	to	the	terms and conditions of the ficate holder in lieu of suc	n endorsement(s).	olicles may	AL INSURED provision require an endorseme	onsorbe ent.Ast	endorsed. atement on
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Bene 516 (	der Insurance Solutions Gibson Drive				HONE A/C, No, Ext): (916) 3	80-5300	(A/C, No	):(916)	380-5206
Suite	e 240 eville, CA 95678			Ā	-MAIL DDRESS:		DING COVERAGE		NAIC #
	·····, ····						es Insurance Compa	ny, Inc.	23140
INSU	RED				NSURER B : Nationw	ide Mutua	Insurance Compar	iy	23787
	Western Single Ply Nevada, Ir	ıc.		1	NSURER C : TOKIO M	arine Spec	ialty Insurance Cor	npany	23850
	3442 Neeham Road						asualty Insurance Cor	npany	11673 40142
	North Las Vegas, NV 89030			_	NSURER E : America	an Zurich II	isurance Co.		40142
0.01			ATE	NUMBER:	NSURER F :		REVISION NUMBER:		
TH	VERAGES CERT HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F XCLUSIONS AND CONDITIONS OF SUCH P			SURANCE LISTED BELOW HA	ED BY THE POLICI	ES DESCRIB	ED HEREIN IS SUBJEC		
INSR LTR		DDL	SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		AITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	x		AES1029121 06	5/1/2023	5/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s s	1,000,000 100,000
		^	Λ				MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000 2,000,000
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D	WORKERS COMPENSATION		1				X PER OTH		
1255	AND EMPLOYERS' LIABILITY		WEWC418706	5/1/2023	5/1/2024	E.L. EACH ACCIDENT	s	1,000,000	
	(Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOY	and the second se	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	_		ACP3077134250	5/1/2023	5/1/2024	E.L. DISEASE - POLICY LIM R/L Equip \$1000 dec		100,000
-	Inland Marine Installation / Build	0		EC78619467	5/2/2023	5/2/2024	Any one location		1,500,000
Add	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL Roof Project - Educational Service Centre itional insured applies per the attached: ten contract RTIFICATE HOLDER	es (A er / 1 Oxn	ard \$	School District, , its governi	, may be attached if mo A 93030 / Contract ng board, officers, CANCELLATION	re space is requi #23-228 agents, emp	red) loyees, and/or voluntee	rs as req	juired per
								CANCE	
				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 REPRESE	NTATIVE			
Oxnard School District 1051 South "A" Street Oxnard, CA 93030			myji d.			1 411 -7			

ACORD 25 (2016/03)

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WESTSIN-01

POLICY NUMBER: AES102912106

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

#### PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Third Party:

All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

#### 4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

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Page 1 of 1

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#### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Person Or Organization:

All persons or organizations where required by written contract with the Named Insured

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 05 09

#### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

ocation and Description of Completed Operations
All locations and descriptions when required by written contract

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

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

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Location(s) Of Covered Operations

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

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

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

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

#### NOTICE OF CANCELLATION - DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL EXCESS LIABILITY COVERAGE PART

It is agreed that should this policy be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> day written notice (10 days for non-payment of premium) to the following additional insured:

Designated Entity: All persons or organizations where required by written contract with the Named Insured.

Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agent or representatives.

All other terms and conditions of the policy remain unchanged.

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Page 1 of 1

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#### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form. This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

#### SCHEDULE

#### Name of Person(s) or Organization(s):

Any person or organization which you have agreed to name as an additional insured in a written contract, executed prior to a loss, other than a contract for the lease or rental of a vehicle.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

All terms and conditions of this policy apply unless modified by this endorsement.

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Page 1 of 1

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

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

Agenda Section: Section C: Consent Agenda

#### Enrollment Report (Núñez)

District enrollment as of December 20, 2024 was 13,012. This is 417 less than the same time last year.

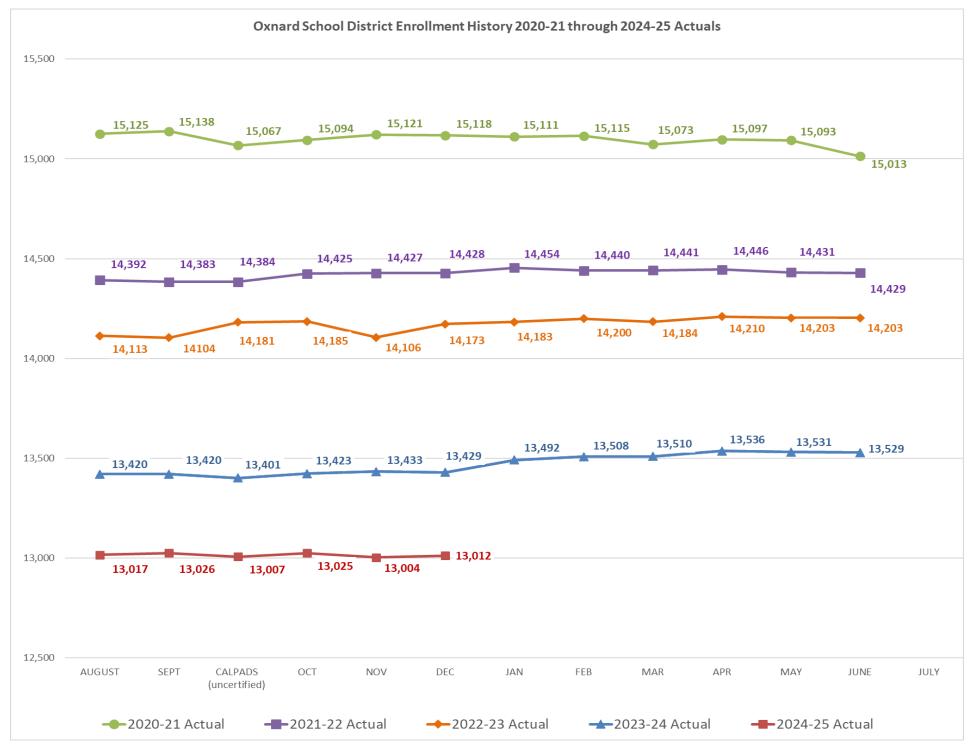
**FISCAL IMPACT:** N/A

#### **RECOMMENDATION:**

Information only.

#### **ADDITIONAL MATERIALS:**

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



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

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

Agenda Section: Section C: Consent Agenda

#### Approval of Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors (Núñez)

The Ventura County Schools Self-Funding Authority (VCSSFA), our risk pool, requires that the Board of Trustees of member districts designate a Representative and Alternate to the VCSSFA Board.

The Administration recommends that the Board approve the following designations to the VCSSFA Board:

- Representative: Scott Carroll, Acting Assistant Superintendent, Human Resources
- Alternate: Norma Magaña, Risk Manager, Risk Management

#### FISCAL IMPACT:

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Director of Fiscal Services that the Board approve the designations to the VCSSFA Board as outlined above, via execution of the attached form.

#### **ADDITIONAL MATERIALS:**

Attached: Designation of VCSSFA Representative (1 page)



#### **DESIGNATION OF VCSSFA REPRESENTATIVE**

The Governing Board of the \_\_\_\_\_\_ School District hereby designates the following as its **Representative** and **Alternate Representative** to the Ventura County Schools Self-Funding Authority (VCSSFA).

Effective Date

#### REPRESENTATIVE

#### ALTERNATE

Name	Name
Title	Title
Street Address	Street Address
City and Zip Code	City and Zip Code
Telephone	Telephone
FAX	FAX
E-mail Address	E-mail Address

The Representative is authorized to and shall act as the District's agent in all matters related to the VCSSFA business.

President, Governing Board	Date	Representative	Date
Superintendent	Date	Alternate	Date

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

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 05, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Amendment #002 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 (Hubbard/CFW)

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.

We recommend approval of Amendment #2 to Agreement #17-158 to put an allowance in place under which funds can be utilized to complete the off-site improvement plans as approved by the City of Oxnard on December 12, 2024 and extend the Site Lease and Sub Lease Agreements through the completion of the Phase 1 and Phase 2 portions of the Rose Ave. Elementary School Reconstruction Project.

#### FISCAL IMPACT:

\$7,500,000.00 - Master Construct and Implementation Funds

#### **RECOMMENDATION:**

It is the recommendation of the Chief Information Officer, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Amendment #2 to Agreement #17-158 with Balfour Beatty Contractors, LLC.

#### **ADDITIONAL MATERIALS:**

Attached:Amendment #002 (12 Pages)Proposal (187)Construction Service Agreement #17-158 - Balfour Beatty - Lease-Leaseback Rose<br/>Ave (24 Pages)Site Lease Agreement ##17-159 - Balfour Beatty (9 Pages)Sub Lease Agreement #17-160 - Balfour Beatty (13 Pages)

#### AMENDMENT NO. 002 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. 002 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 certain components of work that must all be approved by City of Oxnard 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 NO. 002

The Parties agree to revise the following language to SECTION 1 of the Agreement:

**H.** <u>Site</u>. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit C** attached previously to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

Amendment #2 for the Project shall be <u>Seven Million Five Hundred Thousand</u> <u>Dollars and No Cents (\$7,500,000.00)</u>. Costs related to and associated with this amendment will be negotiated on an on-going basis so as not to impede or slow the progress of the work, nor delay payments for work performed. The initial allowance negotiation shall extend the Phase 1 general conditions, site, and sub lease terms to July 18, 2025 to allow for Phase 1 substantial completion and permit the District to move in and prepare the school for occupancy for the Fall 2025 semester.

#### SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign **<u>Rafael Alamillo</u>** as Project Manager - Superintendent for the Project. So long as <u>**Rafael Alamillo**</u> 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:**

<b>Balfour Beatty Construction, LLC:</b>	<b>OXNARD SCHOOL DISTRICT:</b>
Signature	Signature
Typed Name/Title	Melissa Reyes, Director, Purchasing Typed Name/Title
Date	Date

#### AMENDMENT NO. 002 to CONSTRUCTION SERVICES AGREEMENT #17-158 EXHIBIT A Scope of Work DRAWINGS

Plan Sheets Prepared by Brandow and Johnson under IBI Architects, Architects Project No 109990, DSA No 03-119284, DSA Approval July 10, 2019

#### **PROJECT DESCRIPTION**

Completion of off-site improvements and utility connections per plans prepared under IBI Architects direction for the Rose Avenue School Reconstruction Project.



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# GENERAL NOTES

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- STREETS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CITY OF OXNARD DEPARTMENT OF PUBLIC WORKS STANDARDS, "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (SSPWC), AND THE CITY OF OXNARD STANDARD LAND DEVELOPMENT SPECIFICATIONS..
- CONTRACTOR SHALL NOTIFY THE CITY INSPECTION DIVISION AND ALL OTHER INTERESTED PARTIES AND ARRANGE FOR A PRECONSTRUCTION CONFERENCE 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION (PHONE 385-7840).
- AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE REGIONAL NOTIFICATION CENTRE (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA-U.S.A. AT 1-800-422-4133) TO OBTAIN AN INQUIRY IDENTIFICATION NUMBER AND TO REQUEST THE UTILITY OWNERS TO MARK OR OTHERWISE INDICATE THE LOCATION OF THEIR SUBSURFACE FACILITIES. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF THEIR SUBSURFACE FACILITIES. THE INCLUDING ALL SERVICE CONNECTIONS WHICH HAVE BEEN MARKUP BY THE RESPECTIVE OWNERS AND WHICH MAY AFFECT OR BE AFFECTED BY ITS OPERATIONS. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL UTILITIES AND ALL STRUCTURES FOUND AT THE SITE.

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- ALL PERMITS NECESSARY PRIOR TO BEGINNING CONSTRUCTION SHALL BE OBTAINED BY THE CONTRACTOR.
- Ś THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, UNTIL FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND DEBRIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE BY CLEANING, SWEEPING AND SPRINKLING WITH WATER AND USING DUST FENCES OR OTHER METHODS AS DIRECTED BY THE CITY THROUGHOUT THE CONSTRUCTION OPERATION.
- თ THE DEVELOPER'S ENGINEER SHALL KEEP A STRICT RECORD OF ALL CHANGES AND SUBMIT THIS RECORD TO THE CITY OF OXNARD DEVELOPMENT SERVICES DEPARTMENT. CERTIFIED "AS-BUILT" PLANS SHALL BE PROVIDED TO THE CITY OF OXNARD BY THE DEVELOPER'S ENGINEER BEFORE THE RELEASE FOR OCCUPANCY WILL BE ISSUED.

- . ALL DAMAGE CAUSED TO PUBLIC STREETS, INCLUDING HAUL ROUTES, ALLEYS, SIDEWALKS, CURBS OR STREET FURNISHINGS, OR TO PRIVATE PROPERTY SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ENGINEER'S SATISFACTION.
- 00 THE CONTRACTOR SHALL REMOVE AND REPLACE ANY EXISTING BROKEN OR DAMAGED SIDEWALK, CURB, GUTTER OR ASPHALT PAVING (PATCH, REPAIR OR OVERLAY) AND UPGRADE THE ALLEY ADJACENT TO THE PROPERTY TO CURRENT CITY STANDARDS AS DIRECTED BY THE CITY INSPECTOR. AS
- œ. SAWCUTTING OF EXISTING PAVEMENT SHALL BE TO A CLEAN STRAIGHT EDGE AS DIRECTED BY THE CITY INSPECTOR.
- 10 PAVEMENT REMOVAL AND REPLACEMENT SHALL BE IN CONFORMANCE WITH THE CITY OF OXNARD STANDARDS AND SPECIFICATIONS. COMPACTION EFFORTS SHALL NOT DISTURB ADJACENT STREET STRUCTURAL SECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE.
- 1 ALL UNDERGROUND SEWER, STORM DRAIN, AND WATER PIPELINES, ELECTRIC POWER, TELEPHONE OR CABLE TV CONDUITS AND CABLE AND GAS PIPELINES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF CURBS, GUTTERS, SIDEWALKS, AND PAVEMENT.
- 12. WHERE JOINING THE EXISTING PAVEMENT, SAWCUT TO SOUND PAVEMENT AND OVERLAY AS REQUIRED TO PROVIDE PROPER GRADE AND 2% CROSS-SLOPE. ANY UNSOUND PAVEMENT SHALL BE REPLACED.
- រះ THE DEVELOPER SHALL OBTAIN FINAL APPROVAL OF REIMBURSEMENT AMOUNTS PRIOR TO BEGINNING CONSTRUCTION ON REIMBURSABLE ITEMS.
- 14, ALL WATER WELLS LOCATED WITHIN THE SITE SHALL BE REPORTED TO THE CITY OF OXNARD WATER SUPERINTENDENT PRIOR TO THEIR MODIFICATION OR DESTRUCTION (CITY OF OXNARD ORDINANCE NO. 2219).
- ភ STATIONS SHOWN ON STREET IMPROVEMENT DRAWINGS ARE ALONG CENTERLINE OF STREET.
- 16.
- THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTATION DURING GRADING AND ALL SUBSEQUENT CONSTRUCTION. CONTRACTOR SHALL GIVE THE ENGINEER ADEQUATE NOTICE, BEFORE DISTURBING SAID MONUMENTS, SO THE ENGINEER CAN REPLACE OR RELOCATE ANY EXISTING SURVEY MONUMENTATION.

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BY: .

GEOLOGIST

COMPANY: CONSTRUCTION TESTING, MARCH

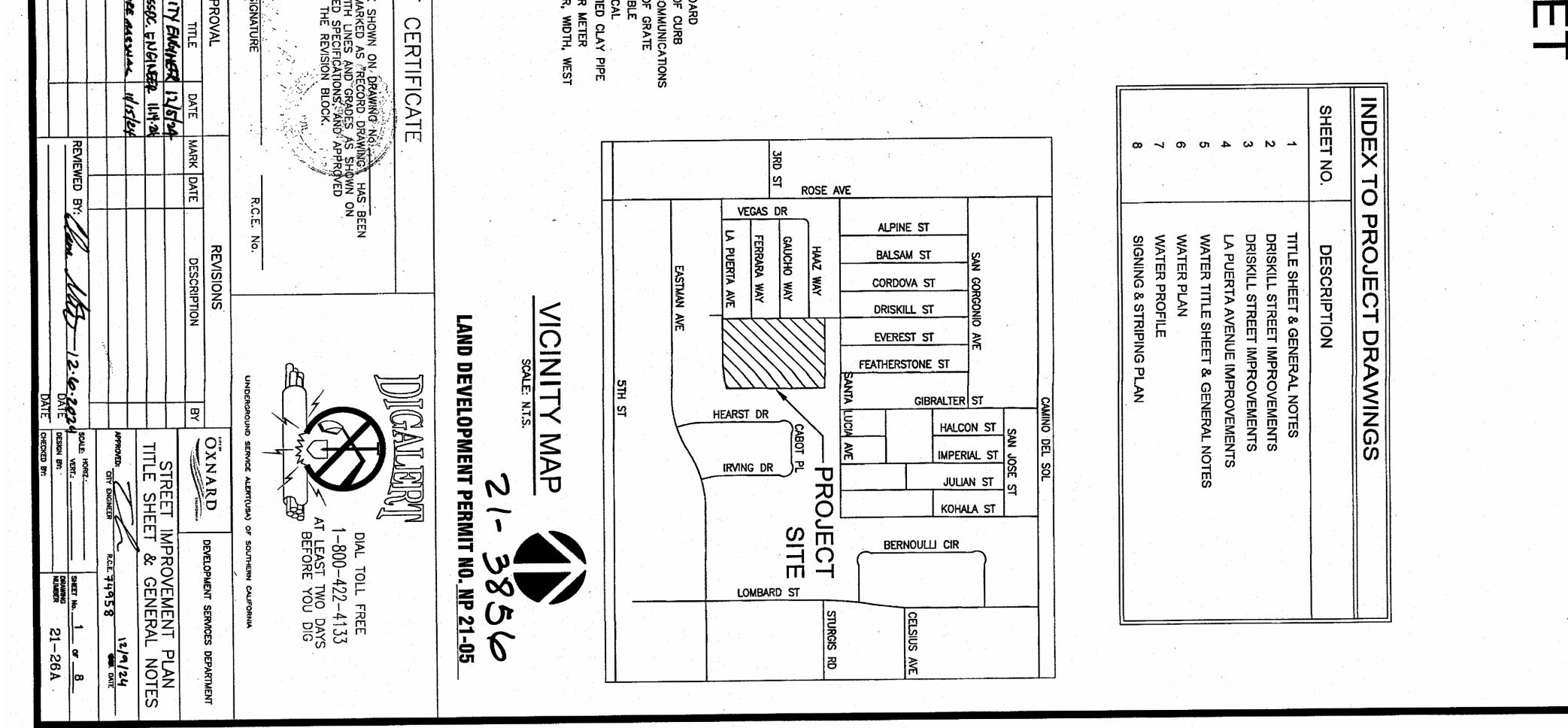
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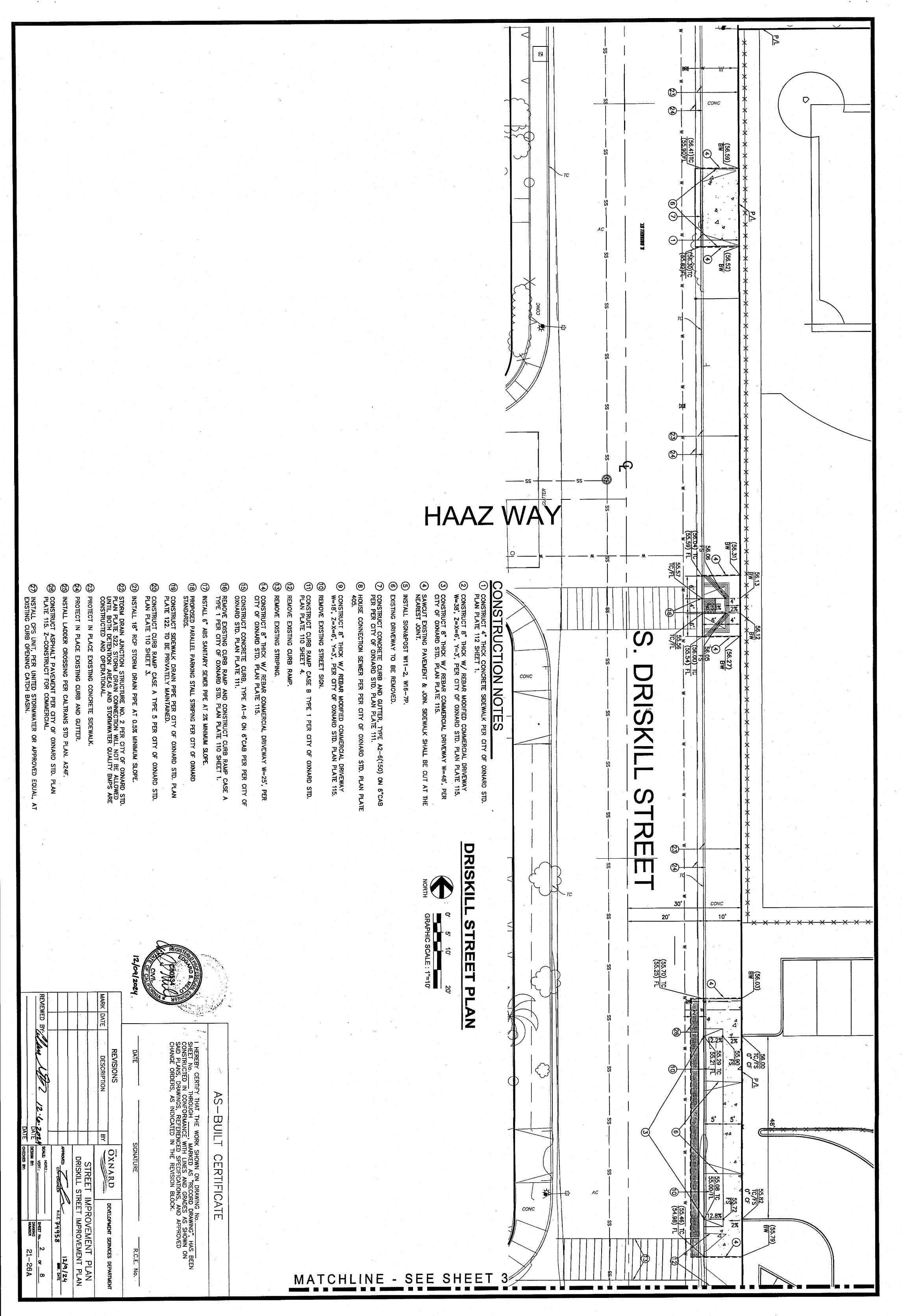
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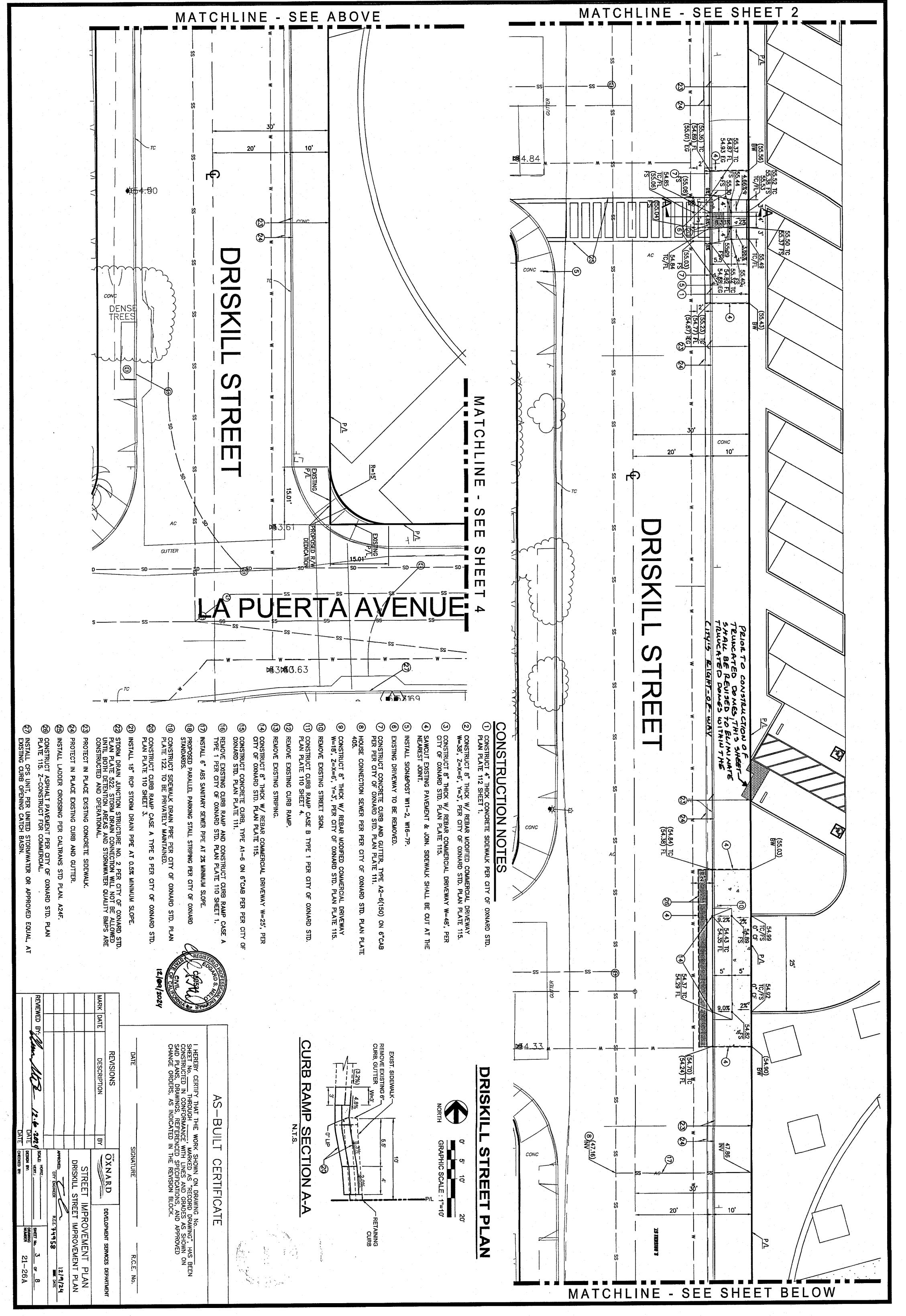
NEW ASPHALT CONCRETE (FULL DEPTH) GRIND AND OVERLAY WITH NEW AC PAVEMENT (2" MIN)

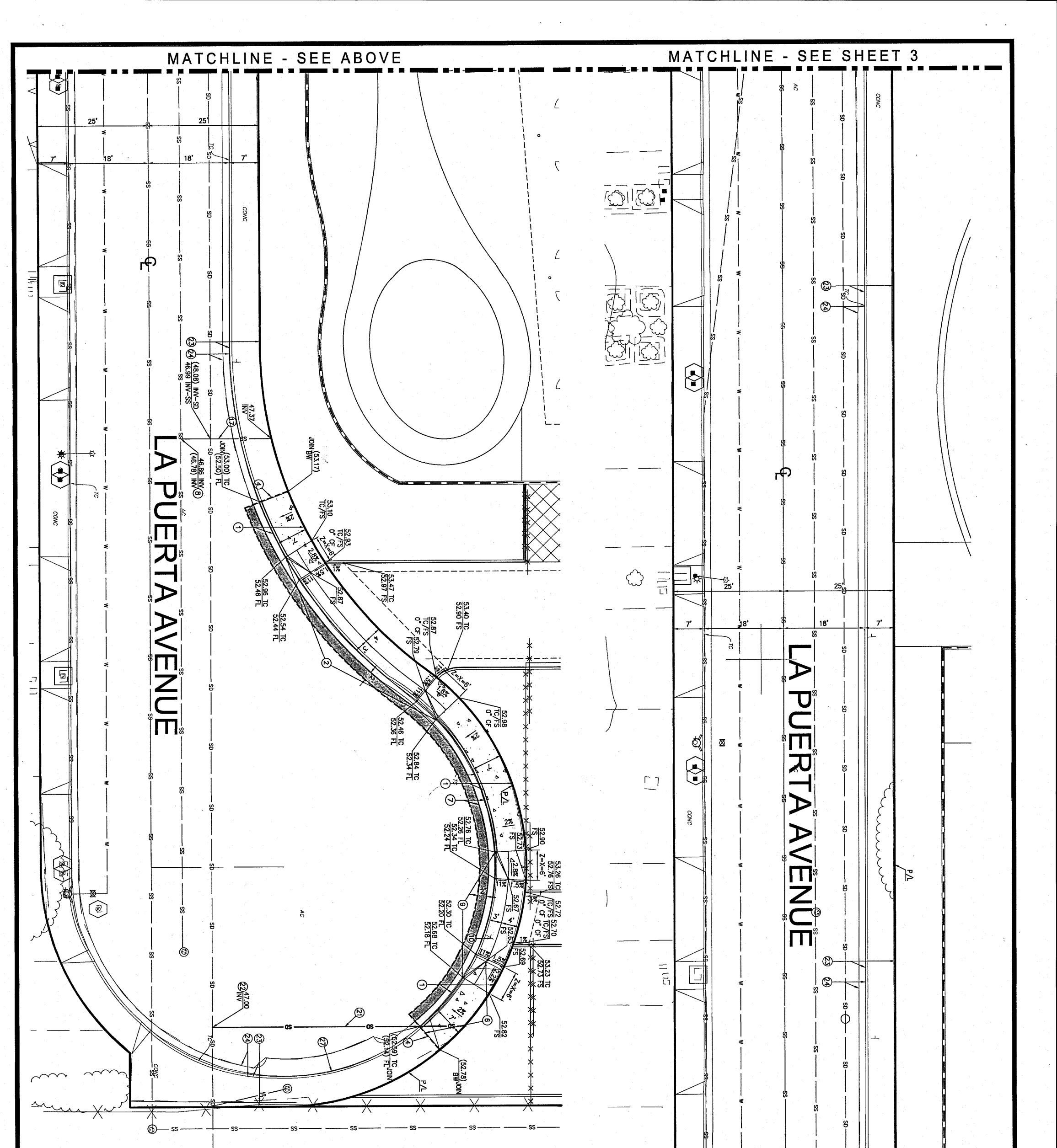
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D SITE FOR IN	QUANTIT	ROM F.I.R.M.		BENCHMARK 4					Ļ¢	( <u>395.00)</u> r 2.00%	395.00 FS	UNDERSIGNED, NOT INDICATED THAT THERES OR STRUCTURES REPORTED EXAMINED ARE INDICATED WITH THE PER, BY ACCEPTING THESE PLANS DANT THERETO, UNDERSTANDS THAT TO HOLD THE UNDERSIGNED HAR TO HOLD THE UND	VALVE BO BY THE CO BY THE CO RDANCE W RDANCE W RDANCE W POR OF PUE Y DISABLE Y DISABLE Y DISABLE Y RY INTER		
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80534 C.E. No.	DBY: <b>LANDOW &amp;</b> UCTURAL+CMIL ENGIN S FLOWER ST #1800, L 13) 598-4500	OWNERS	. PHONE			AIRS SONRY UNIT ER					- · · · · ·	THOSE ATION AND ATION AND UTY FOR PUCTURES DS SRDS TO HE	ED BY T TO THE DESS AT	OSE A 220 OXI	
υ	<b>JOHNSTON</b> NEERS (B&J HBK, INC OS ANGELES, CA 8001 WWW.BLSCE.CO B&J PROJECT # C17-04	LE A NO	8		OWNER		EX. EXIST. OR			•		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	VENUE S DRI	х Ш П
~14-2023 DATE	827~~	TICE OF INTEN WHEN THE GR	16-07		רא ס ב	EDGE OF GUT FIRE DEPARTA CONNECTION FINISHED FLO FINISHED FLO FINISHED GRA FINISHED SUR FIRE HYDRAN FOOT OR FEE FIRE SERVCE GATE VALVE HIGH POINT HIGH POINT NVERT LOW POINT MAXIMUM	EXISTING	•• • • • • •				DRISKILL STREET		SKILL CA 93	
	PLACE THE	ADING CONSTI MORE WD	17 NT		FNT	TER MENT DE (LANDSCA) FACE (HARDS T T POLYETHEYN	• • • •	n Server - Mari L			SEE	SHEET 3 S	EE SHEET 2	SCHOO 3030	
FOR BRANDOW & JOHNS	COOPENING	I THE STATE RUCTION ACTIVIT				PE) PE) CAPE) CAPE) PCC PE PCC PE PCC PCC PE PCC PCC PCC PC	MH	_ <b> </b> \ <b>\</b>			· · · ·	•			> \ 2 0
TON	IN THIS SPACE					PLANTER A POST INDIC PORTLAND PROPERTY POINT OF I RIDGE LINE REVISED, R REVISED, R REVISED, R RIGHT OF I SEWER, SO STORM DR. SIDEWALK SQUIRE FO SANITARY		KEY M/	UERTA AVENUE	SEE SH					
	DEPARTMENT PUBLIC WORK TRAFFIC FIRE PI ANNING	DATE	CONSTRUC SAID PLAU CHANGE	I HEREBY		AREA CATOR VA LINE CONNECTI CONNECTI REVISION WAY DUTH DUTH SEWER			NUE					<pre></pre>	
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	IURE FOR APP		NFORMANCE WIT SS, REFERENCE INDICATED IN	AT THE WOR	-BUILT	TELE TELECO TG TOP OF VAR VARIABI VCP VITRIFIE WM WATER, W WATER,	•							*	



21-3856 GC Set







- ONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF OXNARD STD. PLAN PLATE 112 SHEET 1.
- (2) CONSTRUCT 8" THICK W/ REBAR MODIFIED COMMERCIAL DRIVEWAY W=38', Z=X=6', Y=3', PER CITY OF OXNARD STD. PLAN PLATE 115.
- (3) CONSTRUCT 8" THICK W/ REBAR COMMERCIAL DRIVEWAY W=48', PER CITY OF OXNARD STD. PLAN PLATE 115.
- ( )SAWCUT EXISTING PAVEMENT & JOIN. SIDEWALK SHALL BE CUT AT THE NEAREST JOINT.
- 5 INSTALL SIGN&POST W11-2, W16-7P.
- 0 EXISTING DRIVEWAY TO BE REMOVED.
- $\odot$ CONSTRUCT CONCRETE CURB AND GUTTER, TYPE A2-6(150) ON 6"CAB PER PER CITY OF OXNARD STD. PLAN PLATE 111.
- 0 HOUSE CONNECTION SEWER PER PER CITY OF OXNARD STD. PLAN PLATE 405.
- 6 CONSTRUCT 8" THICK W/ REBAR MODIFIED COMMERCIAL DRIVEWAY W=18', Z=X=6', Y=3', PER CITY OF OXNARD STD. PLAN PLATE 115.
- € 6 CONSTRUCT CURB RAMP CASE B PLAN PLATE 110 SHEET 4. REMOVE EXISTING STREET SIGN. TYPE 1 PER CITY OF OXNARD STD.

MATCHLINE - SEE BELOW

- ٢ 3 REMOVE EXISTING STRIPING. REMOVE EXISTING CURB RAMP.
- **(** CONSTRUCT 8" THICK W/ REBAR COMMERCIAL DRIVEWAY W=25', PER CITY OF OXNARD STD. PLAN PLATE 115.
- **G** CONSTRUCT CONCRETE CURB, TYPE A1-6 ON 6"CAB PER PER CITY OF OXNARD STD. PLAN PLATE 111.
- 6
- REMOVE EXISTING CURB RAMP AND CONSTRUCT CURB RAMP CASE A TYPE 1 PER CITY OF OXNARD STD. PLAN PLATE 110 SHEET 1.
- ٢ 3 PROPOSED PARALLEL PARKING STALL STRIPING PER CITY OF OXNARD STANDARDS. INSTALL 6" ABS SANITARY SEWER PIPE AT 2% MINIMUM SLOPE
- 6 CONSTRUCT SIDEWALK DRAIN PIPE PER CITY OF OXNARD STD. PLAN PLATE 122. TO BE PRIVATELY MAINTAINED.
- 8 CONSTRUCT CURB RAMP CASE A TYPE 5 PER CITY OF OXNARD STD. PLAN PLATE 110 SHEET 3.
- $\mathbb{B}$ INSTALL 18" RCP STORM DRAIN PIPE AT 0.5% MINIMUM SLOPE.
- STORM DRAIN JUNCTION STRUCTURE NO. 2 PER CITY OF OXNARD STD. PLAN PLATE 522. STORM DRAIN CONNECTION WILL NOT BE ALLOWED UNTIL BOTH DETENTION AREAS AND STORMWATER QUALITY BMPS ARE CONSTRUCTED AND OPERATIONAL.
- 88 PROTECT IN PLACE EXISTING CONCRETE SIDEWALK.
  - PROTECT IN PLACE EXISTING CURB AND GUTTER.
- INSTALL LADDER CROSSING PER CALTRANS STD PLAN. A24F.
- 6 CONSTRUCT ASPHALT PAVEMENT PER CITY OF OXNARD STD. PLAN PLATE 115. Z-CONSTRUCT FOR COMMERCIAL.
- 3 A
- INSTALL CPS UNIT, PER UNITED STORMWATER OR APPROVED EQUAL, EXISTING CURB OPENING CATCH BASIN.

## PUERTA Õ AVENUE PC AZ

GRAPHIC SCALE

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REVIEWED

BY: June

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12.6.2024 DATE

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ONED: CITY BNGINEER

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12/9/24

DATE

Design BY:

SHEET No NUMBER

21-26A

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DATE

DESCRIPTION

В

OXNARD

DEVELOPMENT SERVICES DEPARTMENT

STREET IMPROVEMENT PLAN LA PUERTA AVENUE IMPROVEMENT PLAN

REVISIONS

DATE

SIGNATURE

R.C.E. No.

AS-BUILT CERTIFICATE

2/09/2024

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# CITY OF

CALIFORNIA

# WATER NOTES:

THE WATER SYSTEM SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CITY OF OXNARD DEPARTMENT OF PUBLIC WORKS STANDARDS. "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (SSPWC), AND THE CITY OF OXNARD STANDARD LAND DEVELOPMENT SPECIFICATIONS.

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17.

CONTRACTOR SHALL NOTIFY THE CITY INSPECTION DIVISION AND ALL OTHER INTERESTED PARTIES AND ARRANGE FOR A PRECONSTRUCTION CONFERENCE 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION (PHONE 385-7840).

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- AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL CONTRACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA U.S.A.) AT 1-800-422-4133 TO OBTAIN AN INQUIRY IDENTIFICATION NUMBER AND TO REQUEST THE UTILITY OWNERS TO MARK OR OTHERWISE INDICATE THE LOCATION OF THEIR SUBSURFACE FACILITIES. THE CONTRACTOR SHALL DETERMINE THE LOCATION AND DEPTH OF ALL UTILITIES, INCLUDING ALL SERVICE CONNECTIONS, WHICH HAVE BEEN MARKED BY THE RESPECTIVE OWNERS AND WHICH MAY AFFECT OR BY AFFECTED BY ITS OPERATIONS. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITIES AND THE STRUCTURES FOUND AT THE SITE.
- ALL PERMITS NECESSARY PRIOR TO BEGINNING CONSTRUCTION SHALL BE OBTAINED BY THE CONTRACTOR.
- **Ω** THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, UNTIL FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND DEBRIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE BY CLEANING, SWEEPING, AND SPRINKLING MITH WATER AND USING DUST FENCES OR OTHER METHODS AS DIRECTED BY THE CITY THROUGHOUT THE CONSTRUCTION OPERATION.

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- <u></u>თ THE DEVELOPER'S ENGINEER SHALL KEEP A STRICT RECTORD OF THE LOCATION OF ALL FITTINGS, MAINS, AND CONNECTIONS. THIS INFORMATION SHALL BE SUBMITTED TO THE CITY OF OXNARD DEVELOPMENT SERVICES DEPARTMENT AS CERTIFIED "AS-BUILT" PLANS. THE "AS-BUILT" PLANS SHALL BE SUBMITTED BY THE DEVELOPER'S ENGINEER BEFORE THE RELEASE OF OCCUPANCY OR WATER METER INSTALLATION.
- 7. ALL DAMAGE CAUSED TO PUBLIC STREETS, INCLUDING HAUL ROUTES, ALLEYS, SIDEWALKS, CURBS OR STREET FURNISHINGS, OR TO PRIVATE PROPERTY SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ENGINEER'S SATISFACTION.
- Ś SAWCUT EXISTING PAVEMENT TO A CLEAN STRAIGHT EDGE AS DIRECTED BY THE CITY INSPECTOR.
- Ģ PAVEMENT REMOVAL AND REPLACEMENT SHALL BE IN CONFORMANCE WITH THE CITY OF OXNARD STANDARDS AND SPECIFICATIONS. COMPACTION EFFORTS SHALL NOT DISTRUB ADJACENT STREET STRUCTURAL SECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SUCH DAMAGE.
- ē ALL UNDERGROUND SEWER, STORM DRAIN, AND WATER PIPELINES, ELECTRIC POWER, TELEPHONE OR CABLE TV CONDUITS AND CABLE AND GAS PIPELINES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF CURBS, GUTTERS, SIDEWALKS, AND PAVEMENT.
- 1 AT LEAST TWO (2) WORKING DAYS BEFORE COMMENCING EXCAVATION FOR THE WATER, THE CONTRACTOR SHALL POTHOLE AND EXPOSE THE EXISTING UTILITIES AT ALL CROSSING AND AT THE POINT OF TIE-IN; THEN CONTACT THE ENGINEER SO THE ELEVATION OF THE EXISTING FACILITIES CAN BE VERIFIED.
- 12 THE DEVELOPER SHALL OBTAIN FINAL APPROVAL OF REIMBURSEMENT AMOUNTS PRIOR TO BEGINNING CONSTRUCTION ON REIMBURSABLE ITEMS.
- ū ALL WATER WELLS LOCATED WITHIN THE SITE SHALL BE REPORTED TO THE CITY OF OXNARD WATER SUPERINTENDENT PRIOR TO THEIR MODIFICATION OR DESTRUCTION (CITY OF OXNARD ORDINANCE NO. 2219). A SEPARATE PERMIT FROM THE CITY IS REQUIRED PRIOR TO DRILLING, ALTERING OR ABANDONING A WATER WELL.
- 5 4 STATIONS SHOWN ON WATER DRAWINGS ARE ALONG CENTERLINE OF WATER MAIN.
- THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTATION DURING GRADING AND ALL SUBSEQUENT CONSTRUCTION. CONTRACTOR SHALL GIVE THE ENGINEER ADEQUATE NOTICE, BEFORE DISTURBING SAID MONUMENTS, SO THE ENGINEER CAN REPLACE OR RELOCATE ANY EXISTING SURVEY MONUMENTATION.
- 16. SEPARATION OF SEWER AND WATER SHALL BE IN CONFORMANCE WITH THE LATEST REQUIREMENTS OF THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH.

### S DEV

7. VERTICAL TRENCH SHORING SHALL CONFORM WITH THE ORDERS OF THE STATE OF CALIFORNIA, DIVISION OF INDUSTRIAL (DIS) SAFETY AND O.S.H.A. STANDARDS. CONTRACTOR SHALL HAVE DIS EXCAVATION PERMIT (COPY TO CITY).			WATER IMPRO	DEVELOPME	
OF THE STATE OF . STANDARDS. CITY).	RD, CA 90	220 S DRISKILL ST	ROVEMENT PLAN COVER	MENT SERVICES DEPART	
			SHEE	MENT	

TRENCHES SHALL BE BACKFILL IN ACCORDANCE WITH CITY OF OXNARD STANDARD PLATES. STERILIZATION AND TESTING THE NEW INSTALLATION SHALL BE COMPLETE PRIOR TO MAKING FINAL CONNECTION TO THE EXISTING SYSTEM. THE CONTRACTOR SHALL SEE THAT ALL VALVES IN THE SYSTEM REMAIN OPEN AFTER THE TEST.

ALL VALVES SHALL BE MUELLER RS GATE VALVES OR APPROVED EQUAL AND SHOP COATED WITH AN APPROVED THERMO TYPE EPOXY. WATER SERVICES WITH DOUBLE METER STOPS, TAIL ASSEMBLY AND METER BOX SHALL BE INSTALLED PER CITY OF OXNARD STANDARD PLAN PLATES BY THE CONTRACTOR. THE CITY OF OXNARD WILL SET THE METERS AFTER FINANCIAL ARRANGEMENTS ARE MADE.

ALL VALVE BOXES SHALL BE SET TO FINISH GRADE BY THE CONTRACTOR AS PART OF THIS PROJECT.

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21.

12 GAUGE COPPER LOCATION WIRE SHALL BE INSTALLED ON ALL PVC PIPE MAINS AND ON 14 GAUGE INSULATED POLYETHYLENE WATER SERVICES.

ALL FIRE HYDRANTS SHALL BE BRONZE. BURYS AND SPOOLS SHALL BE COATED ON THE INTERIOR FERROUS SURFACES WITH AN APPROVED THERMO TYPE EPOXY.

ADEQUATE FIRE PROTECTION AS DETERMINED BY THE FIRE CHIEF SHALL BE AVAILABLE PRIOR TO THE ISSUANCE OF BUILDING PERMIT.

VATER DIVISION WITH 48 HOURS ADVANCED NOTICE

CONTRACTOR SHALL PROVIDE THE W WHEN REQUESTING VALVE CLOSURES

THE REVIEW,

27. THE WORK SHOWN ON THESE PLANS IS NEW CONSTRUCTION SUBJECT TO APPROVAL AND INSPECTION BY THE CITY OF OXNARD.

THE LAND OWNERS MUST FILE A NOTICE OF INTENT (N.O.I.) WITH THE STATE WATER RESOURCES CONTROL BOARD WHEN THE GRADING CONSTRUCTION ACTIVITY RESULTS IN LAND DISTURBANCE OF ONE ACRE OR MORE WDID# NOTICE О Г INTENT

PREPARED BY:

NEER'S SEAL

THIS

SPACE

BENCH

DATE

R.C.E.

<u>N</u>0.

DATE

-14-

-2023

C80534

BRANDOW & JOHNSTON STRUCTURAL+CIVIL ENGINEERS (B&J HBK, NC.) 700 S FLOWER ST #1800, LOS ANGELES, CA 90017 T: (213) 596-4500 BJ PROJECT # C17-0480

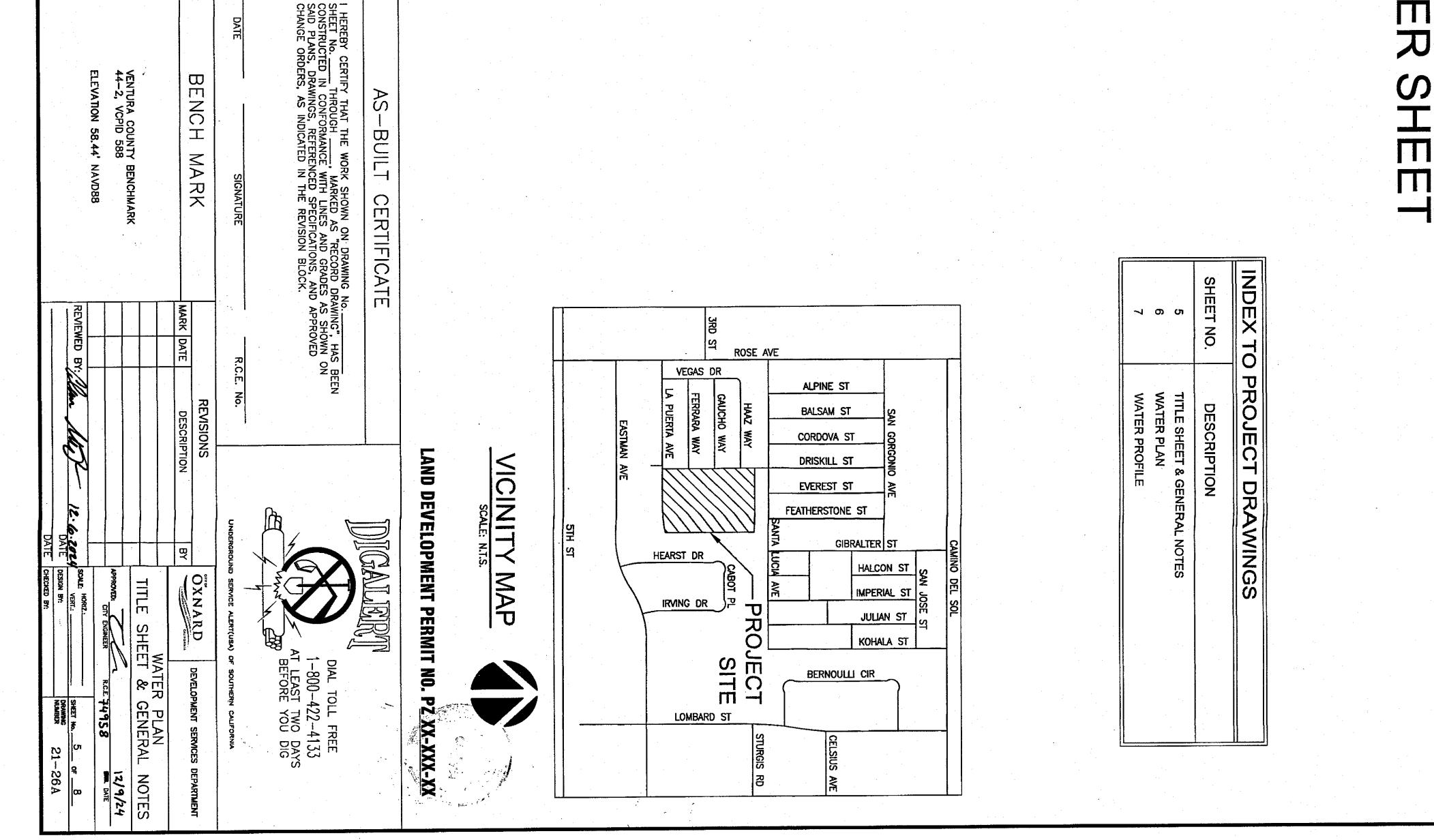
PHONE DANA No. MILLER (805)<u>816-0717</u>

AGENT

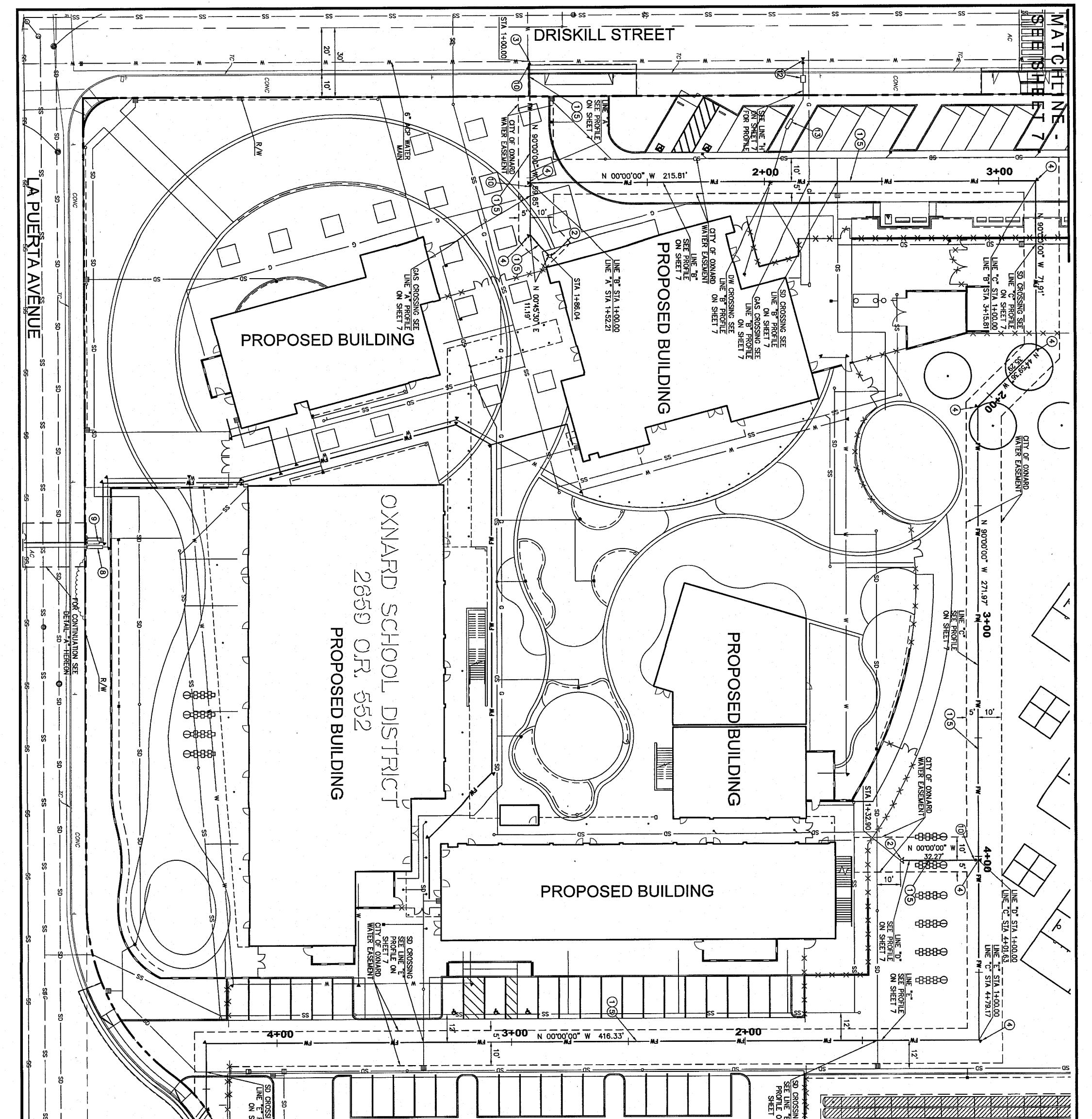
24 HRS.

OWNER'S

AGENT



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	SING SEE			
SHEET No.       THROUGH       THROUGH	PEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No.	SEE LINE SUST EXIS	(2) NEW 2' DOMESTIC WATER SERVICE AND 2' METER PER CITY OF OXNARD PLATE NO. 304.         (3) INSTALL 1.5" REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS MODEL 375 OR         Approved Equal.         PROPERTY LINE         CENTER SEVER         SO         SO <th>900, CLASS 200 W/ D.I. FITTINGS. 1/2 FIRE HYDRANT. E NO. 27 &amp; 33. E NO. 320. IE NO. 602. PER CITY OF OXNARD PLATE NO. D PLATE NO. 311. D PLATE NO. 311. BLY, WILKINS MODEL 375 OR APPR HATH FDC, WILKINS MODEL 350ADA CHAIN &amp; LOCK BOX TO SECURE TH F OXNARD PLATE NO. 303. F OXNARD PLATE NO. 303. PED CITY OF OXNARD PLATE NO.</th>	900, CLASS 200 W/ D.I. FITTINGS. 1/2 FIRE HYDRANT. E NO. 27 & 33. E NO. 320. IE NO. 602. PER CITY OF OXNARD PLATE NO. D PLATE NO. 311. D PLATE NO. 311. BLY, WILKINS MODEL 375 OR APPR HATH FDC, WILKINS MODEL 350ADA CHAIN & LOCK BOX TO SECURE TH F OXNARD PLATE NO. 303. F OXNARD PLATE NO. 303. PED CITY OF OXNARD PLATE NO.

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		HORIZONTAL SCALE : 1"=20"	3     3     3     3     3       3     55.64 TC     55.14 FL     3       3     55.14 FL     3     3       3     3     3 <t< th=""></t<>
•••		VERTICAL SCALE : 1"=4" HORIZONTAL SCALE : 1"=20" 3+50 4+00	1.5° 0W/ 101       STA 2+19.06       1.5° GAS LINE       1.5° GAS LINE       12' SD       4S.47 INV
	4+50 	4+50 4+50 <u>UNE "E" 117</u> <u>8 40 55 55 55 55 55 55 56 57 56 57 57 56 57 57 56 57 57 57 57 57 57 57 57 57 57 57 57 57 </u>	Image: Strate
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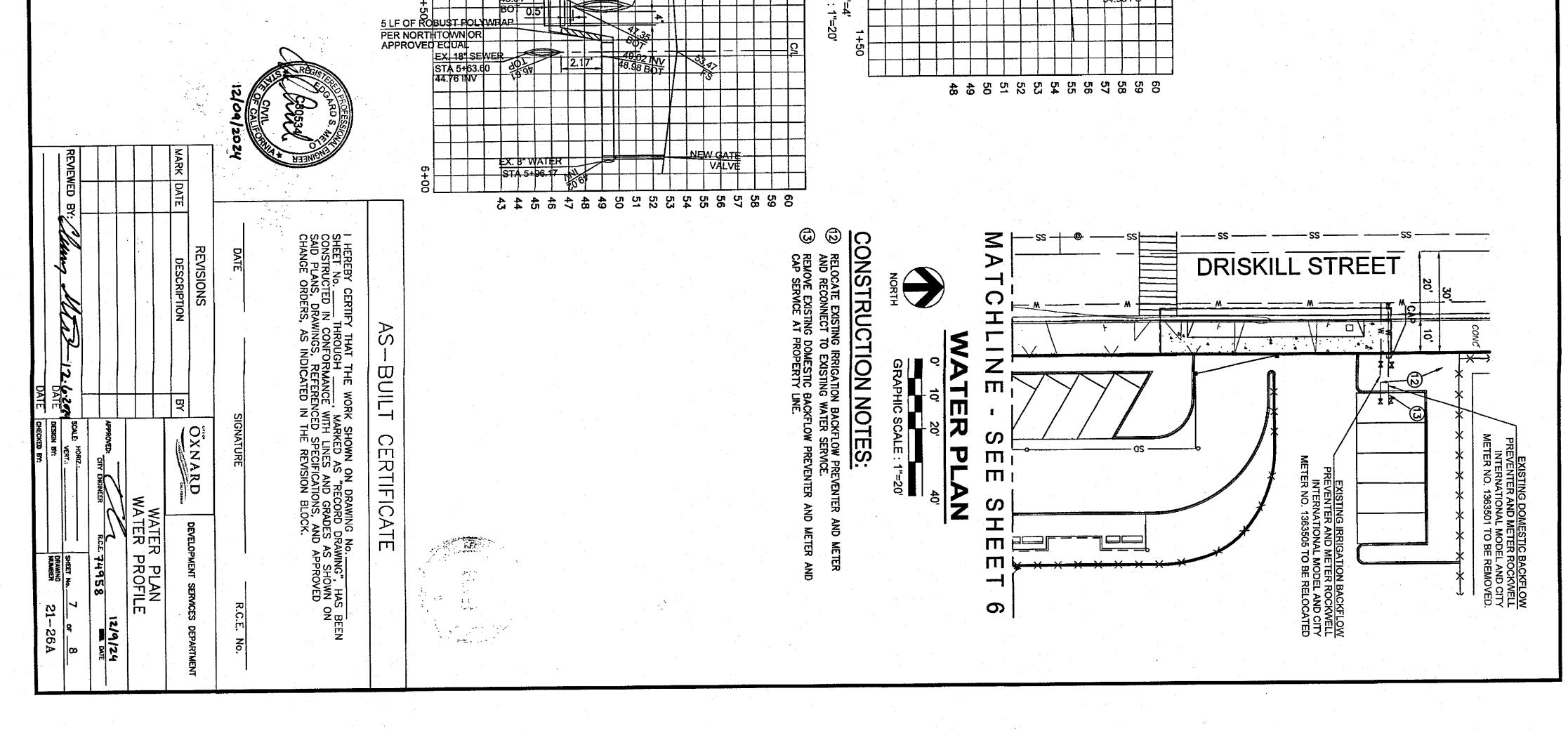
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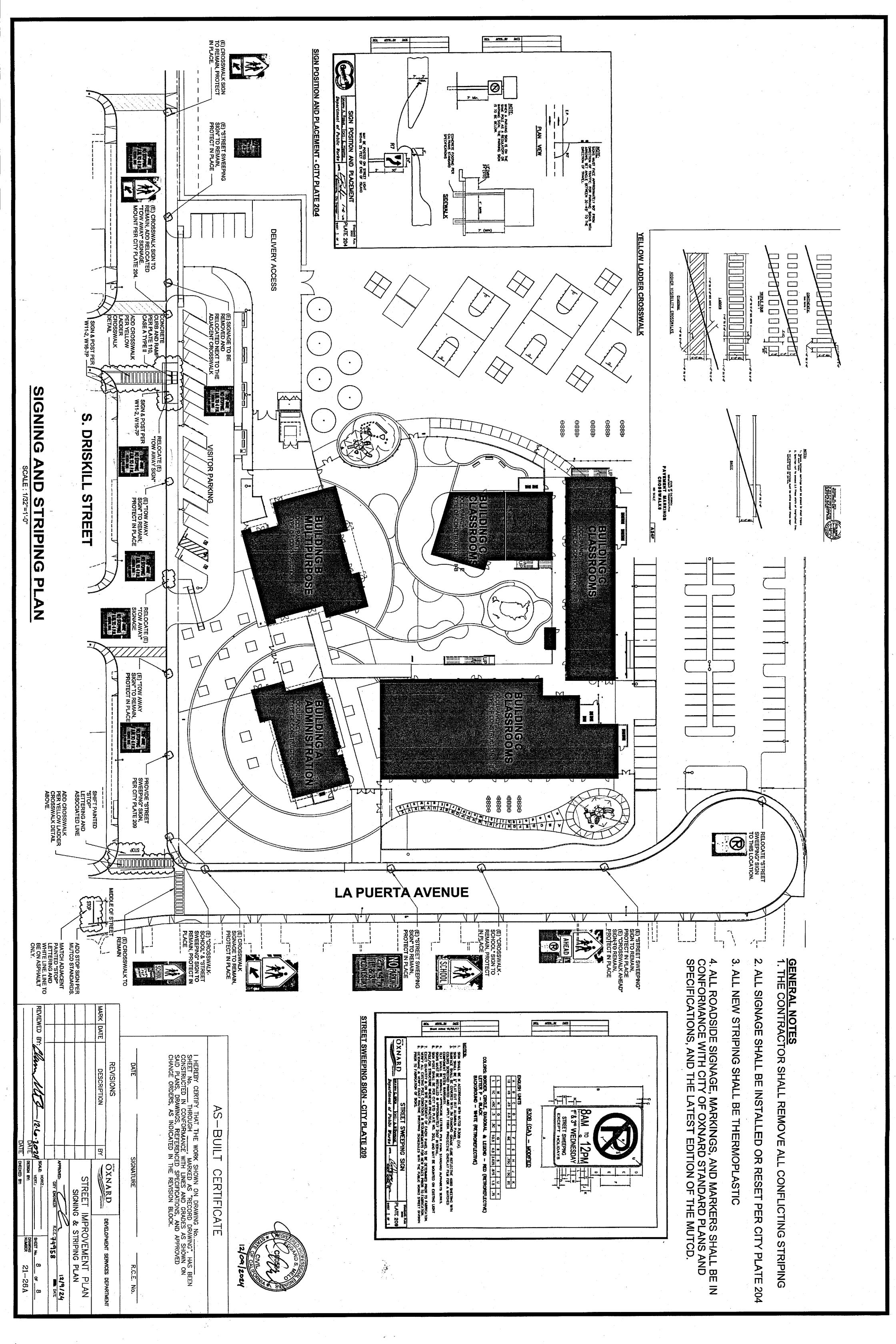
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#### The following is an itemized QUOTATION regarding requested modifications to the contract documents

#### Description of Work:

#### Change Order #9 R3 - CE #141 - TIA #04 - Offsite Improvement Plans Dated 12/12/24

Revisions to the Development Services Department - Street Improvement Plans received on 12/12/24: Sheet 1 of 9, 2 of 9, 3 of 9, 4 of 9, 5 of 9, 6 of 9, 7 of 9, 8 of 9, & 9 of 9.

Modifications to the existing installed onsite Fire Water line: Removal and replacement of the 8" Fire Water Line and re-location and re-setting of the North Fire Hydrant, added 5 storm drain bubbler catch basins to route storm drain under modified 8" fire water line at a depth of 5 feet, Off-Site Storm Drain modifications, Change to Reinforced Concrete Pipe in City ROW on La Puerta, including 4 - 8" 45 degree elbows in fire water to go over existing storm drainpipe, re-installation of cold parch and pipe at entry due to wear and tear. Modifications to signage and stripping and increased multiple pavements move-in operations. Including modification to the hardscape at both entries along Driskell Street and La Puerta Avenue.

This change order includes all costs and impacts associated with Phase I logistics, schedule modifications, and out-of-sequence work caused by the delay in offsite improvement permit approval. It includes any additional labor, materials, and equipment caused by the permit delay, as well as adjustments to the project schedule. The scope also addresses the resequencing of work and resource reallocation to maintain progress and minimize disruptions to the overall schedule, in line with the November 2024 Schedule Update.

This change order excludes all work associated with CCD 026, including both direct and indirect costs. Any work related to CCD 026, as well as its associated direct and indirect costs, will be addressed and submitted under a separate change order at a later date.

#### A. Offsite Drawings Additional Scope of Work Based on City Approved Offsite Drawings Received on 12/12/24 BC Rincon

A/C & Base Material Increase for Phase I & Phase II	\$	91,324.00
Off-Site Slot and Trench Pave	\$	22,472.00
Off-site Striping per Street Improvement Plan	\$	25,651.00
Seal and Re-stripe ECDC Driveway	\$	2,318.00
Clean up Existing Graded Areas (Back Parking Lot, Side Playground, Passenger Drop	\$	17,908.00
Overhead & Profit and Bond	\$	26,705.00
Temporary A/C for Teachers Parking Lot Entrance Re-Route at Phase II Temp Access Ramp at front of Existing Admin Bldg for future ECDC	\$	7,500.00
Boneso Brothers		
Time impact cost for completing the project, based on construction update schedule and extended overhead costs, Labor and material Increase.	\$	145,278.00
Burns Pacific		
Remove and Re-Install 8 inch Fire Water Line	\$	135,704.00
Install (5) Storm Drain Bubbler Catch Basins	\$	65,430.00
Revise Storm Drain to Reinforced Concrete Pipe at La Puerta	\$	45,712.00
Install 126 feet of additional pipe and steel casing to accommodate changes to off-site fire water tie-in location at La Puerta	\$	85,063.00
Remove and replace concrete for curb, gutter, and residential driveway on La Puerta	\$	13,432.00
Flush out and clean storm drains and StormTech system	\$	52,375.00
Flush out and clean sewer line	\$	5,859.00
Increase in labor and equipment rates	\$	23,539.00
CAM Painting		
Extra costs incurred from project delays, including ongoing project management,	\$	256,795.00
bond extensions, insurance. Page 1 of 3	Ψ	230,793.00

wner:	Oxnard School District			Date:	12-19-2024
ermit Number:	DSA# 03-119284		С	hange Order No.:	9 R3
	Rose Ave. K-5 Reconstruction		С	hange Event No.:	141
	15650001				
<b>-</b> •: (Program Manager)	Gerald Schober - CFW			Contract Number:	P22-01685
<b>rom:</b> (Contractor or esign)	Balfour Beatty		Та	ask Order Number:	n/a
Huitt-Zollars					
	Fire Water Lane and revisions at the l	Parent Drop Off and La Puerta	\$	18,700.00	
Inland Building					
Site Concrete					
	ramps per Sheets 2 & 3 of 9		\$	32,854.00	
	Replace Slab for Bubbler		\$	14,760.00	
	tension, labor & Material increases		\$	55,865.00	
Re-Certificat	tion of Fire Extinguishers Due to Sch	edule Extension	\$	1,934.00	
Markup (Lab	por, Material and Equipment)		\$	12,867.00	
Street Sweep	ping		\$	10,500.00	
Bond/Insurat	nce		\$	2,576.00	
Remove and	replace of curb and gutter of sidewa	lk at Phase II construction entran	\$	15,000.00	
Exterior Play &	z Gym Equipment				
Exterior Play	y Equipment Material and Labor Cos	t	\$	20,101.00	
JDML Inc.					
Increase in Tipp	ing fees for disposing of demolition v	vaste at a landfill or recycling fac	\$	129,775.00	
	for installation of bubbler north of tr		\$	4,400.00	
Marina					
SWPPP Mainten	nance due to time Extension - Thru D	ecember 2025	\$	183,960.00	
QSP Inspections	and Reports - Thru December 2025		\$	32,900.00	
Premierwest Lands	-			,	
	crease for Landscape		\$	122,609.00	
	e for Irrigation Material		\$	32,632.00	
<b>RCM Fire Protection</b>	e		•	- ,	
Remobilization			\$	1,526.00	
Labor Cost Incre	ease		\$	3,053.00	
Smith MEP			*	2,322.00	
	nty, Re-startup, & Labor cost Increas	e	\$	233,262.00	
Summer Construct	•		+	200,202.00	
	reline & Parking Lot due to Firewate	r line reconstruction	\$	43,023.24	
Labor Cost Incre			\$	26,742.81	
Taft Electric			Ψ	20,7 12.01	
	ect Labor Cost Increase		\$	1,716,687.00	
Other:			Ψ	1,710,007.00	
	urb Repairs at East parking lot after	emp base removal	\$	5,500.00	
	o Media Center- Ude Offsite Approv	-		37,238.00	
_	1-up - Site/Building due to Offsite Ch	-	ֆ Տ	20,000.00	
	to Building final connections/ Offsit	-	Դ \$	5,000.00	
Punch List Remo	-	- Approvais	Դ Տ	15,000.00	
r unen List Keine	oomzations		Φ	<b>Subtotal A: \$</b>	

Owner:	Oxnard School District			Date:	12-19-2024
Permit Number:	DSA# 03-119284		Ch	ange Order No.:	9 R3
Project Name:	Rose Ave. K-5 Reconstruction	on	Ch	ange Event No.:	141
Project Number:	15650001			-	
To: (Program Manager)	Gerald Schober - CFW		C	- Contract Number:	P22-01685
<b>From:</b> (Contractor or Design)	Balfour Beatty		Tas	k Order Number:	n/a
B. Offsite Approvals I Subcontractors' In	Delay for Work to be Complete surances & Bonds	d (Based on November	2024 Schedule Upda \$	517,983.00	\$ 517,983.00
Taxes at 9.5% of Mate Labor (includes Fringe Payroll Taxes and Insu	l Conditions ) supporting documentation.) rial	mentation)		ded above	\$ 2,496,937.50
<b>D. General Contractor</b> Overhead & Profit 5% Overhead & Profit 5% Overhead & Profit 10%	of Subtotal B		\$ \$ \$	191,076.50 25,899.15 249,693.75 <b>Subtotal D:</b>	\$ 466,669.40
E. Bond at 1% F. Builders Risk Insura G. General Liability at		1% 1% 1.04%		Subtotal F:	\$ 75,320.96 75,320.96 78,333.80
	Grand Total = (A + B + C	+ <b>D</b> + <b>E</b> )	12-19-2024         Change Order No.:       9 R3         Change Event No.:       141         Contract Number:       P22-01685         Task Order Number:       n/a         nber 2024 Schedule Update)       \$ 517,983.00         \$ 2,496,937.50       N/A         N/A       N/A         N/A       included above         N/A       Subtotal B:       \$ 2,496,937.50         N/A       Subtotal C:       \$ 2,496,937.50         S       191,076.50       \$ 25,899.15         \$ 249,693.75       Subtotal D:       \$ 466,669.40         Subtotal E:       \$ 75,320.96		
Offsite Improvement	s Contingency				\$ 150,000.00
The request could potentia	lly Increase the Milestones and/o	or Contract Time by <b>808</b>	Phase 8 calendar days. 2	I & II 2026-03-23	

Rafael Alamillo, Project Manager - Balfour Beatty2024-12-19Print Name & Title (General Contractor)SignatureDate

Owner:	Oxnard School District			Date:		12-10-2024
Permit Number:	DSA# 03-119284	_	Char	nge Order No.:		9-R3
Project Name:	Rose Ave. K-5 Reconstruction	_	Char	nge Event No.:		358
Project Number:	15650001	_				
To: (Program Manager)	Gerald Schober - CFW	_	Co	ntract Number:		P22-01685
From: (Contractor or Design)	Balfour Beatty	_	Task	Order Number:		n/a
	g is an itemized QUOTATION regardin	ng requested modifications to the contract d	ocuments			
Description of Work:						
project. COR is prepar This COR <u>does not</u> inc seperate COR upon rec General Conditions Co	ed with assumption Offsite approvals	10	rovided not l	ater than Janua	ary 29, 20	24.
C. General Contracto	or's Cost					
Balfour Beatty Gener	ral Conditions	January 2024 thru December 2024	See Att	ached	\$	1,313,125.00
Balfour Beatty Gener		January 2024 thru March 2026	See Att	ached	\$	1,183,812.50
	ed supporting documentation.)		N/A			
Taxes at 9.5% of Ma			N/A	1 1		
Labor (includes Fring	e ,		include include			
-	surances at 9.5% of Labor nent (see attached supporting documer	station	N/A	u above		
Construction Equiph	tent (see attached supporting documen	(anon)	11/74	Subtotal C:	\$	2,496,937.50
D. General Contracto	or's Overhead and Profit*					
Overhead & Profit 1			\$	249,693.75		
			Ŧ	Subtotal D:	\$	249,693.75
E. Builders Risk Insu	rance	Renew/Extend Thru February 2026		Subtotal E:	\$	213,000
F. Bond at 1%		1%		Subtotal F:	\$	30,213
G. General Liability a	t 1.04%	1.04%		Subtotal G:	\$	31,421
		Grand Total	= (A + B +	+ C + D + E)	\$	3,021,265
Project Final Completi	on Date extension from January 12,	2024 to March 23, 2026				808 Days

Dennis Kuykendall - Director - Balfour Beatty		2024-12-10
Print Name & Title (General Contractor)	Signature	Date

Date:	9-24-2024
Change Order No.:	009
Change Event No.:	358

Contract Number: P22-01685

Description	GC Cost Per Month - January 2024	GC Cost Per Month - February 2024	GC Cost Per Month - March 2024	GC Cost Per Month - April 2024	GC Cost Per Month - May 2024	GC Cost Per Month - June 2024	GC Cost Per Month - July 2024	GC Cost Per Month - August 2024	GC Cost Per Month - September 2024	GC Cost Per Month - October 2024	GC Cost Per Month - November 2024	GC Cost Per Month - December 2024
							Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing
Executive Management (Includes burden, auto, fuel)	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 15,750	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500
Project Manager (Includes burden, auto, fuel)	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 22,500	\$ 15,000	\$ 15,000	\$ 15,000	\$ 22,500	\$ 22,500
Project Engineer (Includes burden, fuel)	\$ 19,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ 19,500	\$ 14,625	\$ 9,750	\$ 9,750	\$ 9,750	\$ 14,625	\$ 14,625
Superintendent (Includes burden, auto, fuel)	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Project Accountant (Includes burden)	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 11,250	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
Computer Equip/Mobile Phones/Tablets	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,125	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,250	\$ 1,250
Jobsite Trailers, BBC & IOR Thru March 2024	\$ 2,500	\$ 2,500	\$ 2,500									
Temporary Fencing/Barricades	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Temporary Toilets	\$ 1,250	\$ 1,250	\$ 1,250	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750
Temporary Power Equipment/Connection	\$ 1,100	\$ 1,100	\$ 1,100	\$ 500	\$ 500	\$ 500						
BBC Equipment - Copier, Office Supplys	\$ 650	\$ 650	\$ 650	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250
Jobsite Storage Container	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
SWPPS MTC/Monitoring July 2024 thru December 2024							\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Misc GC's	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	
Misc Small Tools, Equipment	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375
Divisional / Corp Admin Services	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,125	\$ 750	\$ 750	\$ 750	\$ 1,125	\$ 1,125
Labor Compliance,STWF Monitoring, Textura	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750
Average General Conditions Per Month	\$ 130,000	\$ 130,000	\$ 130,000	\$ 126,000	\$ 126,000	\$ 126,000	\$ 104,750	\$ 82,875	\$ 82,875	\$ 82,875	\$ 95,875	\$ 95,875

Subtotal \$ 1,313,125

 CHANGE ORDER REQUEST (COR)
 Date:
 9-16-2024

 Change Order No.:
 009
 009

 Change Event No.:
 358
 358

Contract Number: P22-01685

Description	GC Cost P Month - Janu 2025	r GC Cost P ary Month - Febr 2025		GC Cost Per Month - April 2025	GC Cost Per Month - May 2025	GC Cost Per Month - June 2025	GC Cost Per Month - July 2025	GC Cost Per Month - August 2025	GC Cost Per Month - September 2025	GC Cost Per Month - October 2025	Cost Per Month - November 2025	Cost Per Month - December 2025	Cost Per Month - January 2026	Cost Per Month - February 2026	Cost Per Month - March 2026
	Reduced Sta	ing Reduced Sta	fing Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing
Executive Management (Includes burden, auto, fuel)			500 \$ 10,500												
Project Manager (Includes burden, auto, fuel)	\$ 22	i00 \$ 22	500 \$ 22,500	\$ 22,500	\$ 22,500	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 7,500	\$ 7,500	\$ 7,500
Project Engineer (Includes burden, fuel)	\$ 14	25 \$ 14	325 \$ 14,625	\$ 14,625	\$ 14,625	\$ 9,750	\$ 9,750	\$ 9,750	\$ 9,750	\$ 9,750	\$ 9,750	\$ 9,750	\$ 4,875	\$ 4,875	\$ 4,875
Superintendent (Includes burden, auto, fuel)	\$ 30	00 \$ 30	000 \$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 15,000	\$ 15,000	\$ 15,000
Project Accountant (Includes burden)	\$ 7	600 \$ 7	500 \$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 3,750	\$ 3,750	\$ 3,750
Computer Equip/Mobile Phones/Tablets	\$ 1	250 \$ 1	250 \$ 1,250	\$ 1,250	\$ 1,250	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 500	\$ 500	\$ 500
Jobsite Trailers, BBC & IOR Thru March 2024													s -	\$-	\$-
Temporary Fencing/Barricades	\$ 3	00 \$ 3	000 \$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 1,500	\$ 1,500	\$ 1,500
Temporary Toilets	\$	50 \$	50 \$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 375	\$ 375	\$ 375
Temporary Power Equipment/Connection													s -	\$-	\$-
BBC Equipment - Copier, Office Supplys	\$	\$50 \$	250 \$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 125	\$ 125	\$ 125
Jobsite Storage Container	\$	600 \$	500 \$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 250	\$ 250	\$ 250
SWPPS MTC/Monitoring January 2025 thru November 2025	\$ 2	00 \$ 2	000 \$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,000	\$ 1,000	\$ 1,000
Misc GC's	\$	50 \$	50 \$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 375	\$ 375	\$ 375
Misc Small Tools, Equipment	\$	\$75 \$	375 \$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 188	\$ 188	\$ 188
Divisional / Corp Admin Services	\$ 1	25 \$ 1	25 \$ 1,125	\$ 1,125	\$ 1,125	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 375	\$ 375	\$ 375
Labor Compliance,STWF Monitoring, Textura	\$	50 \$	50 \$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 375	\$ 375	\$ 375
Average General Conditions Per Month	\$ 95	75 \$ 95	375 \$ 95,875	\$ 95,875	\$ 95,875	\$ 82,875	\$ 82,875	\$ 82,875	\$ 82,875	\$ 82,875	\$ 82,875	\$ 82,875	\$ 41,438	\$ 41,438	\$ 41,438

Subtotal \$ 1,183,813

ivity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float	loat 2025 2026
Poso Avo ES	Reconstruction - November 2024 Update						t	t Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr M
			_					
CONSTRUCT								
Construction I		1		1	1			
CM1010	Start Life Safety Testing - All Buildings	5P	0	0	11-Jun-25		-513	
CM1120	Phase 1 Closeout Documents	5P	20	20	16-Jun-25	14-Jul-25	-536	
CM1110	Adverse Weather Allowance - Phase 1	5P	8	0	25-Jul-25	25-Jul-25	-544	
CM1150	Adverse Weather Allowance - Offsite	5P	10	10	25-Jul-25	07-Aug-25	-554	
CM1000	Phase 1 Construction Complete - [FM] (05-31-2023 per CO #2)	7P	0	0		07-Aug-25*	-801	
CM1030	District Move-In	5P	13	13	08-Aug-25	26-Aug-25	-554	
CM1100	Phase 2 Closeout Documents	5P	10	10	25-Nov-25	10-Dec-25	-548	
H1810	Phase 2 Substantial Completion (10-06-2023 per CO #2)	7P	0	0		17-Dec-25*	-803	
CM1040	Phase 2 Final Completion - [FM] (01-10-2024 per CO #2)	7P	0	0		23-Mar-26*	-804	004 ♦ Phase 2
Bldg C North								
CN-10050	Bldg C - North - Building Complete - [FM]	5P	0	0		14-Jul-25	-536	◆ Bldg C - North - Building Complete - [FM]
Bldg C South	- Milestones							
CS-1050	Bldg C - South - Building Complete - [FM]	5P	0	0		14-Jul-25	-536	36 ♦ Bldg C - South - Building Complete - [FM]
Bldg B - Miles	stones							
B-1050	Bldg B - Building Complete - [FM]	5P	0	0		14-Jul-25	-536	i36 ♦ Bldg B - Building Complete - [FM]
Bldg A - Miles	stones				1			
A1380	Bldg A - Building Complete - [FM]	5P	0	0		14-Jul-25	-536	◆ Bldg A - Building Complete - [FM]
Construction S								
CM1090	Phase 1 Period of Performance [LOE]	7P	480	250	01-Nov-21 A	07-Aug-25	-801	01 Phase 1 Period of Performance [LOE]
CM1060	Building C - Classrooms - [LOE]	7P	392	226	07-Feb-22 A	14-Jul-25	-780	
CM1050	Building B - MPR/Kitchen - [LOE]	7P	351	220	14-Mar-22 A	14-Jul-25	-780	
CM1030	Building A - Admin - [LOE]	7P	357	220	01-Apr-22 A	14-Jul-25	-780	
CM1070	Phase 2 Period of Performance [LOE]	7P	225		· ·	23-Mar-26	-804	······································
Schedule Impa		/ F	225	220	08-Aug-25	23-1011-20	-004	
	de Owner Furnished Items (OFOI and OFCI)							
OF-1070.1	•	50	0.4	00	44.0+* 02.4	24 Dec 04		44 District Deliver Owner Furnished AV Equipment for Install
	District Deliver Owner Furnished AV Equipment for Install	5P	34	20	14-Sep-23 A	31-Dec-24	-444	
OF-1070.5	District Mockup of AV Equipment	5P	23	15	20-Mar-24 A	20-Dec-24	-439	
OF-1070.4	Install OFCI AV Equipment	5P	15	12	29-Oct-24 A	17-Jan-25	-444	
OF-1070.2	District Deliver Owner Furnished Exterior WAPs for Install	5P	40	40	02-Dec-24	30-Jan-25	-447	
OF-1070.7	District AV Final Connections	5P	10	10	21-Jan-25	03-Feb-25	-444	i i
OF-1070.3	Install & Test OFCI Exterior WAPs	5P	6	6	31-Jan-25	07-Feb-25	-447	
OF-1070.6	Install Seismic Ceiling Anchors for OFCIAV Equipment / Inspections	5P	3	3	04-Feb-25	06-Feb-25	-444	
CD334-130	CE #334 - Re-Install Ceilings after AV Install	5P	8	8	07-Feb-25	18-Feb-25	-444	CE #334 - Re-Install Ceilings after AV Install
CCD 026 - Pha	ase II Redesign							
CCD26-150	CCD 26 - Pricing After DSA Approval	5P	15	15	30-Jan-25	19-Feb-25	-455	55 CCD 26 - Pricing After DSA Approval
CCD26-160	CCD 26 - District Review and Approve Pricing / Board Approval	7P	45	45	20-Feb-25	05-Apr-25	-661	61 CCD 26 - District Review and Approve Pricing / Board Approval
Phase 1 - New	Construction							
Offsite Work								
OS-1000	Offsite Improvement Submittal to City of Oxnard (est. completion)	5P	120	19	15-Jul-21 A	30-Dec-24	-713	13 Offsite Improvement Submittal to City of Oxnard (est. completion)
OW1080	Review Offsite Changes and Prepare Cost Estimate based on Approved Offsite Drawings	s 5P	15	10	10-Jun-24 A	14-Jan-25	-713	13 Review Offsite Changes and Prepare Cost Estimate based on Approved Offsite Drawings
OW1090	District Review Offsite Pricing / Board Approval to Proceed with Offsite Improvements	5P	10	10	15-Jan-25	29-Jan-25	-713	
Onsite Utilities	- ··· ·							
 OW1040	Pull Traffic Control Permit	5P	4	4	30-Jan-25	04-Feb-25	-713	13 Pull Traffic Control Permit
A1890	Mobilization	5P	4	4	30-Jan-25	04-Feb-25	-713	
OW1110	Public Works Precon	5P	1	1	05-Feb-25	05-Feb-25	-713	
A1900	Pothole Fire Line Crossing to Confirm Elevations	5P	1	1	05-Feb-25	05-Feb-25	-713	
A1910	Survey Onsite Elevations	5P	1	1	06-Feb-25	06-Feb-25	-713	
A1930	Remove Installed Water Line and SD as Required	5P	2	2	07-Feb-25	10-Feb-25	-713	
		51			0.10520			
ject ID: RoseK5-	-2411 Remaining Level of Effort				EC D		NT.	
rt Date: 02-Feb-2			R	ose Av				vember 2024 Update
ish Date: 23-Mar					-	Remaining V		k Dolfoun Dootty
ta Date: 01-Dec-	24 Actual WORK					Page: 1 of 5	5	<b>Balfour Beatty</b>
nt Date: 05-Dec-2	24 17:40 Remaining Work							

Actual Work Remaining Work Critical Remaining Work

A1950Survey for Modified StormA1960Install Modified Storm DraiA1970Inspect and Test Modified FA1980Backfill Modified Storm DraiA1990Survey Modified Fire Line (IA2000Install Modified Fire Line (IA2010Inspect and Pressure TestA2020Backfill Modified Fire Line (IA2030Install Fire DDC ValveA2040Inspect and Pressure TestA2050Install Fire DDC ValveA2060Alarm Conduit and ConcretA2130Make Final OH Fire SprinkOffsite UtilitiesA2140Survey OffsiteA2150Sawcut, Removals, InstallA2170Bac-T Submittal and ApproA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200Demo / RemovalsA2210Grading CurbsA2220Form CurbsA2230Inspect Curbs, Strip & GA2230Inspect CurbsA2240Place PCC Curbs, Strip & GA2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SiderA2280Cure Approaches & SiderA2280Survey VIG Electrical at PlatA2300Survey VIG Electrical at PlatA2300Survey VIG Electrical at PlatA2300Survey Planters Mow StripA2300Survey Planters, CurbsA2300Place/Strip/Clean PCC PlatA2300Rebar at FlatworkA2300 </th <th>Activity Name</th> <th>Cal</th> <th>Orig Dur</th> <th>Rem Dur</th> <th>Start</th> <th>Finish</th> <th>Total Float</th> <th>2025 2026</th>	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float	2025 2026
A1950Survey for Modified StormA1960Install Modified Storm DraitA1970Inspect and Test Modified Storm DraitA1970Survey Modified Fire Line (IA2000Install Modified Fire Line (IA2010Inspect and Pressure TestA2020Backfill Modified Fire Line (IA2030Install Fire DDC ValveA2030Install Fire DDC ValveA2050Install Fire DDC ValveA2060Alarm Conduit and ConcretA2130Make Final OH Fire SprinkOffsite UtilitiesA2140Survey OffsiteA2150A2140Survey OffsiteA2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200A2200Demo / RemovalsA2210Grading CurbsA2220Form CurbsA2230Inspect Curbs (Strip & A2250)Grade Approaches & SiderA2260Form, Set Rebar at ApproatA2290Temporary Asphalt & Slot FOnsite HardscapeA2300Survey UG Electrical at PlatA2300Survey Planters Mow StripA2300Survey Planters, CurbsA2300Re-Grade FlatworkA2300Re-Grade FlatworkA2300Rebar at Fla			Bur	-Dui-			t	t Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May
A1960Install Modified Storm DraiA1970Inspect and Test Modified Storm DraiA1980Backfill Modified Storm DraiA1990Survey Modified Fire Line (IA2000Install Modified Fire Line (IA2010Inspect and Pressure TestA2020Backfill Modified Fire Line (IA2040Inspect and Pressure TestA2050Install Fire DDC ValveA2050Install Domestic Water BacA2060Alarm Conduit and ConcreA2130Make Final OH Fire SprinkOffsite UtilitiesA2140Survey OffsiteA2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200Demo / RemovalsA2210Grading CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & 0A2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SiderA2280Cure Approaches & SiderA2230Survey UG Electrical at PlatA2300Survey UG Electrical at PlatA2310Install UG Electrical at PlatA2300Survey Planters Mow StripA2300Survey Planters, CurbsA2300Place/Strip/Clean PCC PlatA2300Rebar at FlatworkA2300Rebar at FlatworkA2300Rebar at FlatworkA2300Rebar at FlatworkA2300Rebar at FlatworkA2300Rebar at Fl	Backfill Trenches for Modified Water and SD	5P	1	1	11-Feb-25	11-Feb-25	-713	I Backfill Trenches for Modified Water and SD
A1970Inspect and Test Modified 1A1980Backfill Modified Storm DraA1990Survey Modified Fire LineA2000Install Modified Fire Line (IA2070Cure Thrust BlocksA2010Inspect and Pressure TestA2020Backfill Modified Fire LineA2030Install Fire DDC ValveA2050Install Domestic Water BacA2060Alarm Conduit and ConcreA2130Make Final OH Fire SprinkOffsite UtilitiesSurvey OffsiteA2140Survey OffsiteA2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200A2200Demo / RemovalsA2210Grading CurbsA2220Form CurbsA2230Inspect Curbs, Strip & A2260A2240Place PCC Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SiderA2280Cure Approaches & SiderA2280Cure Approaches & SiderA2280Survey UG Electrical at PlatA2300Survey UG Electrical at PlatA2300Survey Planters Mow StripA2300Rebar at FlatworkA2300Rebar at Flatwork </td <td>Survey for Modified Storm Drain</td> <td>5P</td> <td>2</td> <td>2</td> <td>12-Feb-25</td> <td>13-Feb-25</td> <td>-713</td> <td>Survey for Modified Storm Drain</td>	Survey for Modified Storm Drain	5P	2	2	12-Feb-25	13-Feb-25	-713	Survey for Modified Storm Drain
A1980Backfill Modified Storm DraA1990Survey Modified Fire LineA2000Install Modified Fire Line (IA2070Cure Thrust BlocksA2010Inspect and Pressure TestA2020Backfill Modified Fire LineA2030Install Fire DDC ValveA2050Install Fire DDC ValveA2060Alarm Conduit and ConcreA2130Make Final OH Fire SprinkOffsite UtilitiesSurvey OffsiteA2140Survey OffsiteA2150Sawcut, Removals, InstallA2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200A2200Demo / RemovalsA2210Grading CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & A2250Grade Approaches & SiderA2260Form Set Rebar at ApproaA2270Place PCC Approaches & SiderA2280Cure Approaches & SiderA2280Cure Approaches & SiderA2280Survey UG Electrical at PlacA2300Survey UG Electrical at PlacA2310Install UG Electrical at PlacA2300Survey Planters Mow StripA2300Survey Planters, CurbsA2300Place/Strip/Clean PCC PlacA2300Rebar at FlatworkA2300Rebar at FlatworkA2300Rebar at FlatworkA2300Rebar at FlatworkA2300Rebar at FlatworkA2300Rebar at Flatwork<	Install Modified Storm Drain	5P	2	2	14-Feb-25	17-Feb-25	-713	Install Modified Storm Drain
A1990Survey Modified Fire LineA2000Install Modified Fire Line (IA2070Cure Thrust BlocksA2010Inspect and Pressure TestA2020Backfill Modified Fire LineA2020Backfill Modified Fire LineA2030Install Fire DDC ValveA2050Install Fire DDC ValveA2060Alarm Conduit and ConcretA2130Make Final OH Fire SprinkOffsite UtilitiesA2140Survey OffsiteA2150A2140Survey OffsiteA2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200A2200Demo / RemovalsA2210Grading CurbsA2220Form CurbsA2230Inspect Curbs, Strip & 0A2250Grade Approaches & SideeA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SideaA2280Cure Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300Survey UG Electrical at PlatA2300Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2390Rebar at FlatworkA2390Rebar at FlatworkA2300Place, S	Inspect and Test Modified Storm Drain	5P	2	2	18-Feb-25	19-Feb-25	-713	Inspect and Test Modified Storm Drain
A2000Install Modified Fire Line (IA2070Cure Thrust BlocksA2010Inspect and Pressure TestA2020Backfill Modified Fire LineA2030Install Fire DDC ValveA2030Install Fire DDC ValveA2050Install Domestic Water BackA2060Alarm Conduit and ConcretA2130Make Final OH Fire SprinkOffsite UtilitiesA2140Survey OffsiteA2150A2140Survey OffsiteA2170Bac-T EstingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200Demo / RemovalsA2210Grading CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & A2230A2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SiderA2280Cure Approaches & SiderA2280Cure Approaches & SiderA2300Survey UG Electrical at PlatA2300Survey UG Electrical at PlatA2300Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2390Rebar at FlatworkA2390Rebar at FlatworkA2300Place, Strip, Clean PCC FlatA2	Backfill Modified Storm Drain	5P	1	1	20-Feb-25	20-Feb-25	-713	I Backfill Modified Storm Drain
A2070Cure Thrust BlocksA2010Inspect and Pressure TestA2020Backfill Modified Fire LineA2030Install Fire DDC ValveA2030Install Fire DDC ValveA2050Install Domestic Water BackA2060Alarm Conduit and ConcrestA2130Make Final OH Fire SprinkOffsite UtilitiesA2140Survey OffsiteA2150A2140Survey OffsiteA2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200Demo / RemovalsA2210Grading CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & theA2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SiderA2280Cure Approaches & SiderA2280Cure Approaches & SiderA2280Survey UG Electrical at PlatA2300Survey UG Electrical at PlatA2300Survey Planters Mow StripA2300Survey Planters, CurbsA2300Survey Planters, CurbsA2300Rebar at FlatworkA2300Rebar at Flatwork </td <td>-</td> <td>5P</td> <td>2</td> <td>2</td> <td>21-Feb-25</td> <td>24-Feb-25</td> <td>-713</td> <td>Survey Modified Fire Line</td>	-	5P	2	2	21-Feb-25	24-Feb-25	-713	Survey Modified Fire Line
A2010Inspect and Pressure TestA2020Backfill Modified Fire LineA2040Inspect and Pressure TestA2030Install Fire DDC ValveA2050Install Domestic Water BackA2060Alarm Conduit and ConcrestA2130Make Final OH Fire SprinkOffsite UtilitiesA2140Survey OffsiteA2150Sawcut, Removals, InstallA2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200Demo / RemovalsA2210Grading CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & Grade Approaches & SideeA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SideaA2280Cure Approaches & SideaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300Survey UG Electrical at PlatA2310Install UG Electrical at PlatA2320Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2440Place, Strip, Clean PCC FlA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L	Install Modified Fire Line (Inc Thrust Blocks)	5P	3	3	25-Feb-25	27-Feb-25	-713	I Install Modified Fire Line (Inc Thrust Blocks)
A2020Backfill Modified Fire LineA2040Inspect and Pressure TestA2030Install Fire DDC ValveA2050Install Domestic Water BackA2060Alarm Conduit and ConcrestA2130Make Final OH Fire SprinkOffsite UtilitiesA2140Survey OffsiteA2150A2140Survey OffsiteA2150Sawcut, Removals, InstallA2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200A2200Demo / RemovalsA2210Grading CurbsA2220Form CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & AA2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SiderA2280Cure Approaches & SiderA2290Temporary Asphalt & Slot FOnsite HardscapeA2300A2300Survey UG Electrical at PlanA2300Survey Planters Mow StripA2300Survey Planters Mow StripA2300Form PCC Planters, CurbsA2300Place/Strip/Clean PCC PlantersA2300Rebar at FlatworkA2300Rebar at	Cure Thrust Blocks	7P	1	1	28-Feb-25	28-Feb-25	1033	Cure Thrust Blocks
A2040Inspect and Pressure TestA2030Install Fire DDC ValveA2050Install Domestic Water BacA2060Alarm Conduit and ConcreA2130Make Final OH Fire SprinkOffsite UtilitiesA2140Survey OffsiteA2150A2140Survey OffsiteA2150Sawcut, Removals, InstallA2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200Demo / RemovalsA2210Grading CurbsA2220Form CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & A2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SiderA2280Cure Approaches & SiderA2290Temporary Asphalt & Slot FOnsite HardscapeA2300A2300Survey UG Electrical at PlatA2300Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2400Place, Strip, Clean PCC FIA2470Remove Weeds & ReprepA2410Asphalt RemobilizeA2420Asphalt RemobilizeA2420Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L	Inspect and Pressure Test Modified Fire Line System	5P	3	3	03-Mar-25	05-Mar-25	-713	Inspect and Pressure Test Modified Fire Line System
A2030Install Fire DDC ValveA2050Install Domestic Water BackA2060Alarm Conduit and ConcrestA2130Make Final OH Fire SprinkOffsite UtilitiesA2140A2140Survey OffsiteA2150Sawcut, Removals, InstallA2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200Demo / RemovalsA2210Grading CurbsA2220Form CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & A2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SiderA2280Cure Approaches & SiderA2290Temporary Asphalt & Slot FOnsite HardscapeA2300Survey UG Electrical at PlanA2310Install UG Electrical at PlanA2320Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlantersA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2410Asphalt RemobilizeA2410Asphalt RemobilizeA2420Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L	Backfill Modified Fire Line Trenches	5P	1	1	06-Mar-25	06-Mar-25	-713	I Backfill Modified Fire Line Trenches
A2050Install Domestic Water BacA2060Alarm Conduit and ConcreA2130Make Final OH Fire SprinkOffsite UtilitiesA2140Survey OffsiteA2150A2140Survey OffsiteA2150Sawcut, Removals, InstallA2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200A2200Demo / RemovalsA2210Grading CurbsA2220Form CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & A2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SiderA2280Cure Approaches & SiderA2290Temporary Asphalt & Slot FOnsite HardscapeA2300A2300Survey UG Electrical at PlantA2310Install UG Electrical at PlantA2320Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlantA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2410Asphalt RemobilizeA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L	Inspect and Pressure Test Domestic Water Lines (Kitchen)	5P	2	2	07-Mar-25	10-Mar-25	-713	Inspect and Pressure Test Domestic Water Lines (Kitchen)
A2060Alarm Conduit and Concret A2130Make Final OH Fire SprinkOffsite UtilitiesA2140Survey OffsiteA2150Sawcut, Removals, Install A2150A2170Bac-T TestingA2180Bac-T Submittal and Appro A2190Hot Taps and City ConnectOffsite ImprovementsA2200Demo / RemovalsA2210Grading CurbsA2220Form CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & A2250Grade Approaches & SideeA2270Place PCC Approaches & SideaA2280Cure Approaches & SideaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300Survey UG Electrical at PlatA2310Install UG Electrical at PlatA2320Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2410Asphalt RemobilizeA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire I	Install Fire DDC Valve	5P	3	3	07-Mar-25	11-Mar-25	-713	Install Fire DDC Valve
A2130Make Final OH Fire SprinkOffsite UtilitiesA2140Survey OffsiteA2150Sawcut, Removals, InstallA2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200Demo / RemovalsA2210Grading CurbsA2220Form CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & AA2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300A2300Survey UG Electrical at PlatA2300Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlatA2410Asphalt RemobilizeA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire Lat)	Install Domestic Water Backflow (Kitchen)	5P	2	2	11-Mar-25	12-Mar-25	-713	Install Domestic Water Backflow (Kitchen)
Offsite UtilitiesA2140Survey OffsiteA2150Sawcut, Removals, InstallA2150Bac-T TestingA2170Bac-T Submittal and ApproA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200A2200Demo / RemovalsA2210Grading CurbsA2220Form CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300A2300Survey UG Electrical at PlatA2310Install UG Electrical at PlatA2300Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlatA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire Lat)A2420Asphalt Re-Grading (Fire Lat)	Alarm Conduit and Concrete Pad	5P	2	2	13-Mar-25	14-Mar-25	-474	Alarm Conduit and Concrete Pad
A2140Survey OffsiteA2150Sawcut, Removals, InstallA2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200A2200Demo / RemovalsA2210Grading CurbsA2220Form CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SiderA2280Cure Approaches & SiderA2290Temporary Asphalt & Slot FOnsite HardscapeA2310A2310Install UG Electrical at PlantA2320Survey Ulanters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlantA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire I	Make Final OH Fire Sprinkler Connections at Buildings	5P	2	2	17-Mar-25	18-Mar-25	-474	Make Final OH Fire Sprinkler Connections at Buildings
A2150Sawcut, Removals, InstallA2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200Demo / RemovalsA2210Grading CurbsA2220Form CurbsA2230Inspect Curbs, Strip & AA2260Grade Approaches & SideeA2260Form, Set Rebar at ApproatA2270Place PCC Approaches & SideaA2280Cure Approaches & SideaA2290Temporary Asphalt & Slot FOnsite HardscapeA2310A2310Install UG Electrical at PlantA2300Survey UG Electrical at PlantA2300Grade Curbs, PlantersA2300Survey Planters Mow StripA2300Place/Strip/Clean PCC PlantA2300Re-Grade FlatworkA2300Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2400Aspha								
A2170Bac-T TestingA2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200Demo / RemovalsA2210Grading CurbsA2220Form CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & CA2250Grade Approaches & SideeA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SideaA2280Cure Approaches & SideaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300A2300Survey UG Electrical at PlatA2300Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire I	Survey Offsite	5P	3	3	06-Feb-25	10-Feb-25	-696	Survey Offsite
A2180Bac-T Submittal and ApproA2190Hot Taps and City ConnectOffsite ImprovementsA2200Demo / RemovalsA2210Grading CurbsA2210Form CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & GA2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SiderA2280Cure Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300A2300Survey UG Electrical at PlanA2300Survey Planters Mow StripA2300Grade Curbs, PlantersA2300Survey Planters Mow StripA2300Place/Strip/Clean PCC Planters, CurbsA2300Re-Grade FlatworkA2300Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2400Asphalt RemobilizeA2420Asphalt	Sawcut, Removals, Install Offsite Utilities	5P	5	5	11-Feb-25	17-Feb-25	-696	Sawcut, Removals, Install Offsite Utilities
A2190Hot Taps and City ConnectOffsite ImprovementsA2200Demo / RemovalsA2210Grading CurbsA2210Form CurbsA2220Form CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & 0A2250Grade Approaches & SiderA2260Form, Set Rebar at ApproatA2270Place PCC Approaches &A2280Cure Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300Survey UG Electrical at PlatA2310Install UG Electrical at PlatA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire LA2420Asphalt Re-Grading (Fire L	Bac-T Testing	5P	4	4	13-Mar-25	18-Mar-25	-713	Bac-T Testing
Offsite ImprovementsA2200Demo / RemovalsA2210Grading CurbsA2210Form CurbsA2220Form CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & GA2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300A2310Install UG Electrical at PlatA2320Survey UG Electrical at PlatA2300Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire IA2420Asphalt Re-Grading (Fire I	Bac-T Submittal and Approval by City	5P	5	5	19-Mar-25	25-Mar-25	-713	Bac-T Submittal and Approval by City
A2200Demo / RemovalsA2210Grading CurbsA2210Form CurbsA2220Form CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & GA2250Grade Approaches & SideeA2260Form, Set Rebar at ApproatA2270Place PCC Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300A2300Survey UG Electrical at PlantA2300Survey Planters Mow StripA2300Grade Curbs, PlantersA2300Grade Curbs, PlantersA2300Place/Strip/Clean PCC PlantA2300Place/Strip/Clean PCC PlantA2300Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire LA2420Asphalt Re-Grading (Fire L	Hot Taps and City Connections	5P	5	5	26-Mar-25	01-Apr-25	-713	📕 Hot Taps and City Connections
A2210Grading CurbsA2220Form CurbsA2230Inspect CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & GA2250Grade Approaches & SideeA2260Form, Set Rebar at ApproatA2270Place PCC Approaches & SidwaA2280Cure Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite Hards capeA2310A2310Install UG Electrical at PlantA2320Survey UG Electrical at PlantA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlantA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2400Place, Strip, Clean PCC FlA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire IA2420Asphalt Re-Grading (Fire I	nents							
A2220Form CurbsA2230Inspect CurbsA2240Place PCC Curbs, Strip & AA2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches &A2280Cure Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300A2300Survey UG Electrical at PlatA2310Install UG Electrical at PlatA2320Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2400Place, Strip, Clean PCC FlA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire LA2420Asphalt Re-Grading (Fire L	Demo / Removals	5P	5	5	02-Apr-25	08-Apr-25	-708	Demo / Removals
A2230Inspect CurbsA2240Place PCC Curbs, Strip & IA2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches &A2280Cure Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300A2300Survey UG Electrical at PlatA2310Install UG Electrical at PlatA2300Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2400Place, Strip, Clean PCC FlA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire LA2420Asphalt Re-Grading (Fire L	Grading Curbs	5P	5	5	09-Apr-25	15-Apr-25	-708	🗖 Grading Ĉurbs
A2240Place PCC Curbs, Strip & AA2250Grade Approaches & SiderA2260Form, Set Rebar at Approaches &A2270Place PCC Approaches &A2280Cure Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300A2300Survey UG Electrical at PlanA2310Install UG Electrical at PlanA2320Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlanA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2400Place, Strip, Clean PCC FlanA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire LA2420Asphalt Re-Grading (Fire L	Form Curbs	5P	3	3	16-Apr-25	18-Apr-25	-708	Form Curbs
A2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches &A2280Cure Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300A2310Install UG Electrical at PlatA2320Survey UG Electrical at PlatA2300Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L	Inspect Curbs	5P	2	2	21-Apr-25	22-Apr-25	-708	I Inspect/Curbs
A2250Grade Approaches & SiderA2260Form, Set Rebar at ApproaA2270Place PCC Approaches &A2280Cure Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300A2310Install UG Electrical at PlatA2320Survey UG Electrical at PlatA2300Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L	Place PCC Curbs, Strip & Clean	5P	2	2	23-Apr-25	24-Apr-25	-708	Place PCC Curbs, Strip & Clean
A2270Place PCC Approaches & A2280A2280Cure Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300Survey UG Electrical at PlanA2310Install UG Electrical at PlanA2320Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC Planters, CurbsA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L	Grade Approaches & Sidewalks	5P	3	3	25-Apr-25	29-Apr-25	-708	Grade Approaches & Sidewalks
A2270Place PCC Approaches & A2280A2280Cure Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300Survey UG Electrical at PlanA2310Install UG Electrical at PlanA2320Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC Planters, CurbsA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L	Form, Set Rebar at Approaches & Sidwalks	5P	4	4	30-Apr-25	05-May-25	-708	Form, Set Rebar at Approaches & Sidwalks
A2280Cure Approaches & SidwaA2290Temporary Asphalt & Slot FOnsite HardscapeA2300Survey UG Electrical at PlatA2310Install UG Electrical at PlatA2320Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L	Place PCC Approaches & Sidwalks	5P	1	1	06-May-25	06-May-25	-708	I Place PCC Approaches & Sidwalks
A2290Temporary Asphalt & Slot FOnsite Hards capeA2300Survey UG Electrical at PlatA2310Install UG Electrical at PlatA2320Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlatA2360PCC Cure TimeA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L	Cure Approaches & Sidwalks	7P	7	7	07-May-25	13-May-25	1026	Cure Approaches & Sidwalks
Onsite HardscapeA2300Survey UG Electrical at PlaA2310Install UG Electrical at PlaA2320Survey Planters Mow StripA2320Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlaA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2470Remove Weeds & ReprepA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L	Temporary Asphalt & Slot Patch Back	5P	3	3	14-May-25	16-May-25	-702	I Temporary Asphalt & Slot Patch Back
A2300Survey UG Electrical at PlaA2310Install UG Electrical at PlanA2320Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlanA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L								
A2310Install UG Electrical at PlanA2320Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlanA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L	Survey UG Electrical at Planters, Light Standards	5P	3	3	02-Apr-25	04-Apr-25	-713	Survey UG Electrical at Planters, Light Standards
A2320Survey Planters Mow StripA2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC Planters, CurbsA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2470Remove Weeds & ReprepA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L	Install UG Electrical at Planters, Light Standards	5P	3	3	07-Apr-25	09-Apr-25	-713	Install UG Electrical at Planters, Light Standards
A2330Grade Curbs, PlantersA2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlaA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2470Remove Weeds & ReprepA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L	Survey Planters Mow Strip, Curb, Gates, Teather Ball, Light Standard	5P	3	3	10-Apr-25	14-Apr-25	-713	Survey Planters Mow Strip, Curb, Gates, Teather Ball, Light Standard
A2340Form PCC Planters, CurbsA2350Place/Strip/Clean PCC PlaA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2470Remove Weeds & ReprepA2410Asphalt RemobilizeA2420Asphalt Re-Grading (Fire L		5P	3	3	15-Apr-25	17-Apr-25	-713	Grade Curbs, Planters
A2350Place/Strip/Clean PCC PlanA2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlatA2470Remove Weeds & ReprepA2410Asphalt RemobilizeA2480Complete Irrigation at PlanA2420Asphalt Re-Grading (Fire L	Form PCC Planters, Curbs, Gates, Teather Ball, Light Stands, Gate Footings	5P	3	3	18-Apr-25	22-Apr-25	-713	Form PCC Planters, Curbs, Gates, Teather Ball, Light Stands, Gate Footings
A2360PCC Cure TimeA2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2470Remove Weeds & ReprepA2410Asphalt RemobilizeA2480Complete Irrigation at PlantA2420Asphalt Re-Grading (Fire L	Place/Strip/Clean PCC Planters, Curbs, Gates, Teather Ball, Light Stands, Gate Footings	5P	5	5	23-Apr-25	29-Apr-25	-713	Place/Strip/Clean PCC Planters, Curbs, Gates, Teather Ball, Light Stands, Gate Footings
A2370Backfill Planters, CurbsA2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2470Remove Weeds & ReprepA2410Asphalt RemobilizeA2480Complete Irrigation at PlantA2420Asphalt Re-Grading (Fire L		7P	7	7	30-Apr-25	06-May-25	1034	PCC Cure Time
A2380Re-Grade FlatworkA2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2470Remove Weeds & ReprepA2410Asphalt RemobilizeA2480Complete Irrigation at PlanA2420Asphalt Re-Grading (Fire L		5P	2	2	07-May-25	08-May-25	-714	Backfill Planters, Curbs
A2390Rebar at FlatworkA2400Place, Strip, Clean PCC FlA2470Remove Weeds & ReprepA2410Asphalt RemobilizeA2480Complete Irrigation at PlanA2420Asphalt Re-Grading (Fire L		5P	3	-	09-May-25	13-May-25	-714	Re-Grade Flatwork
A2400Place, Strip, Clean PCC FlA2470Remove Weeds & ReprepA2410Asphalt RemobilizeA2480Complete Irrigation at PlanA2420Asphalt Re-Grading (Fire L		5P	3	3	14-May-25	16-May-25	-714	Rebar at Flatwork
A2470Remove Weeds & ReprepA2410Asphalt RemobilizeA2480Complete Irrigation at PlanA2420Asphalt Re-Grading (Fire L		5P	3	3	19-May-25	21-May-25	-714	Place, Strip, Clean PCC Flatwork
A2410Asphalt RemobilizeA2480Complete Irrigation at PlanA2420Asphalt Re-Grading (Fire I	Remove Weeds & Reprep Soil for Landscaping	5P	3	3	22-May-25	27-May-25	-554	Remove Weeds & Reprep Soil for Landscaping
A2480         Complete Irrigation at Plan           A2420         Asphalt Re-Grading (Fire L		5P	5	5	22-May-25	27-May-25 29-May-25	-554	Asphalt Remobilize
A2420 Asphalt Re-Grading (Fire L		5P	J	Д	22-May-25 28-May-25	02-Jun-25	-714	Complete Irrigation at Planters
· · · · · · · · · · · · · · · · · · ·	Asphalt Re-Grading (Fire Lane, Parent Drop Off)	5P		 /	30-May-25	02-Jun-25 04-Jun-25	-714	Gomplete inigation at rainers Asphalt Re-Grading (Fire Lane, Parent Drop Off)
Asphait meaders and Aspr		5P 5P	+ 2	4	05-Jun-25	04-Jun-25 09-Jun-25	-714	Asphalt Re-blading (File Lane, Parent Diop Oil)
A2440 Bomphiling for Stringing of		5P 5P	2	-				Asphan Headers and Asphan     I Remobilize for Stripping and Signage
	Remobilize for Stripping and Signage	5P 5P		2	10-Jun-25	11-Jun-25	-536	
	Stripping, Layout and Install Signage	58	2	2	12-Jun-25	13-Jun-25	-536	Stripping, Layout and Install Signage
Buildings								

Project ID: RoseK5-2411 Start Date: 02-Feb-21 Finish Date: 23-Mar-26 Data Date: 01-Dec-24 Print Date: 05-Dec-24 17:40 Remaining Level of Effort 

Milestone

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

**Rose Ave ES Reconstruction - November 2024 Update** Remaining Work Page: 2 of 5

# **Balfour Beatty**

Austance (Laboration)	
Balage 2: Non: Name: Control of the sector Taking         SP         6         3         2 <th></th>	
Demonstratements         CV-7010         Disg C - North - Takenice Training         GP         8         S224'82-24A         OF Apr.23         OF Apr.2	
Instruction	
CN-9200         stdg C - Norm - Hunh & Chronnas Water System         GP         3         3         3         CA-9202         447           CN-9200         stdg C - Norm - Rush & Contrast Water System         Bitsg C - Norm - Rush & Chronnas Water System         Bitsg C - Norm - Rush & Chronnas Water System         Bitsg C - Norm - Rush & Chronnas Water System           CN-97102         Bitg C - Norm - Rush & Chronnas Water System         GP         3         3         Chronas Water System         Bitsg C - Norm - Rush & Chronnas Water System           CN-97102         Bitg C - Norm - Rush & Chronnas Water System         GP         3         3         Chronas Water System         Bitsg C - Norm - Rush & Chronnas Water System           CN-97102         Bitg C - Norm - Rush & Chronnas Water System         GP         5         5         2 - FAp-25         452           CN-97105         Bitg C - Norm - Rush & Chronnas Water System         GP         5         5         2 - FAp-25         452           Correntation of Rush C - South - Rush & Chronnas Water System         GP         5         5         2 - FAp-25         452           Correntation of Rush C - South - Rush & Chronnas Water System         GP         5         5         2 - FAp-25         452           Correntation of Rush C - South - Rush & Chronnas Water System         GP         5         2 - FAp-25	
No.2002         Bidg C - North - Final Commissioning & Inspections (including Final Are Balance with Network)         PP         10	
Parchist         ON 70102         Bug C - North - CPW Dialted Perform Walk - Added Additional Corrections         SP         1         0         06 R-Nov-24.4         06 R-Nov-24.4         10         Big C - North - Install OPC ITVs           ON 70102         Big G - North - Install OPC ITVs         SP         3         3         22.50-22.4         27.50-22.4         27.60-2.4         25.           ON 70103         Big G - North - North OE North - Chained Purchalist         SP         5         1         0.70-200.6         12.40-2.5         25.40-2.2         42.52           ON 70103         Big G - North - North OE North - Chained Purchalist         SP         5         0         2.24-0-2.5         25.40-2.5         42.52         SP         8         1         3.00 - 2.40-2.5         42.52         42.52         3.00 - 2.40-2.5         42.52         42.52         3.00 - 2.40-2.5         42.52	
O.N.70102         Big C Noch - CPW Object Perform Walk - Adde Additional Corrections         OP         1         0         0 - 20-02-24 A         0 - 40-02-24 A	tions (Including Final Air Balar
O.K.7000         Big C. Norm. Archited Purcential         OP         0         0         0.74pr.26         184pr.25         142pr.25	tions (Including Final Air Balar
O.M.7000         Big C. Norm Archited Punchist         OP         0         0         0.9         -25         14 July26         14 July26         480         Image: Control of the control of	tions (Including Final Air Balar
OK.7033         Big C - North - Final Clean         SP         6         6         2 - Apr.25         2 - Apr.25         4 - Apr.25	tions (Including Final Air Balar
Octower         Budg C - North - Final Clean         SP         10         10         30-Jun-25         14-Jul-25         536           Commissioning CS-70160         Budg C - North - Final Colean         SP         8         6         22-Fib-24A         07-Apr.25         468           CS-70160         Budg C - South - Fugh Schwinzer Water System         SP         8         6         22-Fib-24A         07-Apr.25         467           CS-70160         Budg C - South - Fugh Schwinzer Water System         SP         1         0         10         10-Apr.25         47-Apr.25         487           CS-70120         Budg C - South - Fugh Schwinzer Water System         SP         1         0         10         0         10-Apr.25         487           CS-70120         Budg C - South - Marchaet Machade Additional Corrections         SP         1         0         0         0-Apr.25         14-Jul-25         453           Budde C - South - Archaet Punchist         SP         3         3         0-Der.24         02-Apr.25         447           CS-70120         Budg C - South - Archaet Punchist         SP         1         0         0-Der.24         07-Apr.25         4542           Budde G - South - Archaet Punchist         SP         5         4	tions (Including Final Air Balar
Dubbing         Commissioning         Commissioning         Commissioning         Bitig C - South - Inservice Training         Bitig C - South	tions (Including Final Air Balar
Commission         Unit	tions (Including Final Air Balar
CS:70150         Bidg C - South - In-Service Training         GP         B         6         6         22-FB-24A         07-Apr.25         468           CS:70100         Bidg C - South - Fush & Chonnate Water System         FP         1         0         02-Apr.25         02-Apr.25         04-Apr.25         458         Bidg C - South - Fush & Chonnate Water System           CS:70100         Bidg C - South - Fush & Chonnate Water System         Bidg C - South - Added Additional Corrections         SP         1         0         06-Apr.25         428         1         Bidg C - South - Fush & Chonnate Water System           CS:70120         Bidg C - South - CFW/District Perform Waik - Added Additional Corrections         SP         1         0         06-Apr.25         428         1         Bidg C - South - Added Additional Corrections         SP         1         1         1         Bidg C - South - Added Additional Corrections         SP         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         1         0         2         2         2         2         2         2         2         2         4         2         1         1         1         1         1	tions (Including Final Air Balar
C - 20030         Bidg C - South - Final Commissioning & Inspections (including Final Air Balance with Network         SP         1         0         16-Jun-25         27-Jun-25         -538         Image: Commissioning & Inspections (including Final Air Balance with Network SP         10         10         16-Jun-25         27-Jun-25         -538           Punchilat         Sec: Commissioning & Inspections (including Final Air Balance with Network SP         5         1         0         0-R-Nov-24A         06-Nov-24A	tions (Including Final Air Balar
C-S-7030         Bidg C - South - Final Commissioning & Inspections (including Final Air Balance with Networt         5P         1         0         16-Jun-25         27-Jun-26         538           Purchist         C-S-70120         Bidg C - South - CFW/District Perform Walk - Added Additional Corrections         5P         1         0         06-Nov-24A         07-Nov-1         08-Nov-1         08-Nov-2         08-Nov-2         08-Nov-2         08-Nov-2         08-Nov-2         08-Nov-2         08-Nov-2 <td>tions (Including Final Air Balaı</td>	tions (Including Final Air Balaı
Prechist         Commissioning         SP         1         0         06-Nor-24.0	
CS-701202         Bidg C - South - CFWD/District Perform Walk - Added Additional Corrections         SP         1         0         0-No-2AA         0-No-2AA         0           CS-70120         Bidg C - South - Install OFCI TVs         SP         3         3         3-Dec-24         02-Jan-25         423           CS-70140         Bidg C - South - Archited Funchilist         SP         10         10         0-No-2AA         02-Jan-25         423           CS-70140         Bidg C - South - Archited Funchilist         SP         10         10         0-No-2AA         0-No-2AA <td></td>	
CS-70140         Bidg C - South - Install OFCI TV's         SP         3         3         30-Dec-24         02-Jan-25         423           CS-70120         Bidg C - South - Install OFCI TV's         SP         10         10         07-Apr-25         18-Apr-25         423           CS-70130         Bidg C - South - Nethidet Punchlist         SP         10         10         07-Apr-25         18-Apr-25         432           CS-70170         Bidg C - South - Nethidet Punchlist         SP         10         10         30-Jun-25         14-Jul-25         -538           Building B (MPR/Kitchon)         Commission (Big B - Network Equipment Installation (OFO))         SP         5         4         22-Feb-24A         07-Apr-25         468           B1670         Bidg B - Network Equipment Installation (OFO)         SP         5         4         22-Feb-24A         07-Apr-25         468           B1670         Bidg B - Network Equipment Installation (OFO)         SP         5         4         22-Feb-24A         07-Apr-25         468           B1670         Bidg B - Network Equipment Installation (OFO)         SP         3         3         02-Apr-25         04-Apr-25         487           B1680         Bidg B - Final Ceam         Sp         3         0	
CS-70120       Bidg C - South - Architect Punchist       6P       10       10       07-Apr-25       18-Apr-25       482         CS-70190       Bidg C - South - Architect Punchist       5P       5       21-Apr-25       25-Apr-25       482         CS-70190       Bidg C - South - Final Clean       5P       5       21-Apr-25       25-Apr-25       482         CS-70170       Bidg C - South - Final Clean       5P       5       21-Apr-25       25-Apr-25       482         Bidg D - South - S	
CS-70190       Bidg C - South - District Deliver and Install FFE       5P       5       5       21-Apr-25       25-Apr-25       482         CS-70070       Bidg C - South - District Deliver and Install FFE       5P       10       10       30-Jun-25       14-Jul-25       536         Building B (MPRK/tichori)       5P       5       4       22-Feb-24       07-Apr-25       4482       Bidg S - Install Columna to the stall FFE       Bidg C - South - District Deliver and Install FFE         B-6040       Bidg B - Inservice Training       5P       5       4       22-Feb-24       07-Apr-25       4481         B-6050       Bidg B - Network Equipment Installation (OFOI)       5P       10       02-Dec-24       13-Dec-24       411       Bidg B - Network Equipment Installation (OFOI)         B-6050       Bidg B - Flush & Choininate Water System       5P       3       3       02-Apr-25       04-Apr-25       487         B-1660       Bidg B - Flush Commissioning & Inspections       5P       1       10       16-Jun-25       27-Jun-25       487         B-70202       Bidg B - Shral Commissioning & Inspections       5P       1       0       06-Nov-24 A       1       Bidg B - Install OFCI TV's       1       Bidg B - Install OFCI TV's       1       Bidg B - Install OFCI TV's <td< td=""><td></td></td<>	
CS-70070       Bidg C - South - Final Clean       5P       10       10       30-Jun-25       14-Jul-25       -536         Building B (MPR/Kitchen)       Commissioning       5P       5       4       22-Feb-24 A       07-Apr-25       -468         B-6040       Bidg B - In-Service Training       5P       5       4       22-Feb-24 A       07-Apr-25       -468         B-6040       Bidg B - In-Service Training       5P       5       4       22-Feb-24 A       07-Apr-25       -468         B-6040       Bidg B - In-Service Training       5P       10       10       02-Dec-24       13-Dec-24       -411         B-6050       Bidg B - Network Equipment Installation (OFOI)       5P       2       2       21-Apr-25       24-50       -448         B-1680       Bidg B - Install OFOI Tors       5P       10       10       16-Jun-25       16-Apr-25       -458         B-7020.2       Bidg B - Install OFCI Tvs       5P       1       0       06-Nov-24 A       06-Nov-24 A       06-Nov-24 A       1       1       Bidg B - Achitect Punch List         B-7020.2       Bidg B - Install OFCI Tvs       5P       5       5       21-Apr-25       16-Apr-25       468         B-7020.0       Bidg B - Inst	
Building B (MPR-Kritchen)         Commissioning       Bedde       Bidg B - In-Service Training       Bidg B - In-Service Training         B-6040       Bidg B - In-Service Training       SP       5       4       22-Feb-24A       07-Apr-25       468         B-6050       Bidg B - In-Service Training       SP       10       02-Dec-24       13-Dec-24       411       Bidg B - Network Equipment Installation (OFOI)         B-6050       Bidg B - Health Department Inspection       SP       2       2       2       2       2       2       2       2       2       2       2       2       2       2       2       2       2       2       2       3       02-Apr-25       27-Jun-25       538         B-1050       Bidg B - Final Commissioning & Inspections (Including Final Air Balance with Network, Post C       SP       10       10       16-Jun-25       27-Jun-25       538         B-7050       Bidg B - CFW/District Perform Walk - Added Additional Corrections       SP       10       0       06-Nov-24A       06-Nov-24A       1       Bidg B - Install OPCI TV's         B-7020       Bidg B - Instail OPCI TV's       SP       10       0       7-Apr-25       18-Apr-25       423       IBidg B - Instail OPCI TV's       B dig B - Final Clean	
Commissioning         Commissioning         SP         5         4         22-Feb-24A         07-Apr-25         468         Bidg B - In-Service Training           B-6040         Bidg B - In-Service Training         5P         5         4         22-Feb-24A         07-Apr-25         468         Bidg B - In-Service Training           B-6050         Bidg B - Network Equipment Installation (OFOI)         5P         3         3         02-Apr-25         04-Apr-25         487           B-6050         Bidg B - Health Department Inspection         5P         2         2         21-Apr-25         22-Apr-25         479           B-1680         Bidg B - Final Commissioning & Inspections (Including Final Air Balance with Network, Post C         5P         1         0         06-Nov-24 A         06-Nov-24 A           B-70202         Bidg B - Architect Punch List         5P         3         3         08-Jan-25         10-Jan-25         423           B-7020         Bidg B - Architect Punch List         5P         5         5         21-Apr-25         428         1         Bidg B - Architect Punch List           B-7020         Bidg B - Architect Punch List         5P         5         5         21-Apr-25         428         1         Bidg B - Instail OFCi TVs           B-7030 <td></td>	
Be6040         Bidg B - In-Service Training         SP         5         4         22-Feb-24 A         07-Apr-25         468           B1670         Bidg B - Network Equipment Installation (OFOI)         5P         10         10         02-Dec-24         13-Dec-24         411           B1670         Bidg B - Network Equipment Installation (OFOI)         5P         3         3         02-Apr-25         487           B1680         Bidg B - Health Department Inspection         5P         2         21-Apr-25         22-Apr-25         437           B-7020.2         Bidg B - CFW/District Perform Walk - Added Additional Corrections         5P         1         0         06-Nov-24 A         06-Nov-24 A         06-Nov-24 A           B-7020.2         Bidg B - Install OFCI TV's         5P         3         3         08-Jan-25         10-Jan-25         423           B-7020         Bidg B - Install OFCI TV's         5P         3         3         08-Jan-25         10-Jan-25         423           B-7030         Bidg B - Install OFCI TV's         5P         5         5         21-Apr-25         28-Apr-25         482           B-7010         Bidg B - Install Cean         5P         10         10         07-Apr-25         18-Apr-25         482	
B1670       Bldg B - Network Equipment Installation (OFOI)       5P       10       10       02-Dec-24       13-Dec-24       411         B-6050       Bldg B - Flush & Chlorinate Water System       5P       3       3       02-Apr-25       04-Apr-25       487         B1600       Bldg B - Health Department Inspection       5P       2       2       21-Apr-25       22-Apr-25       487         B1680       Bldg B - Final Commissioning & Inspections (Including Final Air Balance with Network, Post C       5P       10       16-Jun-25       27-Jun-25       -536         Punchlist       B-7020.2       Bldg B - Install OFCI TVs       Bldg B - Install OFCI TVs       Bldg B - Install OFCI TVs       Bldg B - Architect Punch List       BP       10       10       07-Apr-25       18-Apr-25       423         B-7020.2       Bldg B - Install OFCI TVs       SP       10       10       07-Apr-25       18-Apr-25       423       I       Bldg B - Install OFCI TVs'         B-7020.2       Bldg B - Architect Punch List       SP       5P       10       10       07-Apr-25       18-Apr-25       423       I       Bldg B - Install OFCI TVs'       I       Bldg B - Install	
B-6050       Bidg B - Flush & Chlorinate Water System       5P       3       3       02-Apr-25       04-Apr-25       487         B1600       Bidg B - Health Department Inspection       5P       2       2       21-Apr-25       22-Apr-25       479         B1680       Bidg B - Final Commissioning & Inspections (Including Final Air Balance with Network, Post C       5P       10       10       16-Jun-25       27-Jun-25       479         Broo20       Bidg B - Final Commissioning & Inspections (Including Final Air Balance with Network, Post C       5P       1       0       06-Nov-24 A       06-Nov-24 A         B-7020.2       Bidg B - Install OFCI TV's       5P       3       3       08-Jan-25       10-Jan-25       423         B-7020       Bidg B - Architect Punch List       5P       10       10       07-Apr-25       18-Apr-25       423         B-7020       Bidg B - Install OFCI TV's       5P       5       21-Apr-25       25-Apr-25       480         B-7030       Bidg B - Final Cean       5P       5       21-Apr-25       25-Apr-25       482         B-7010       Bidg A - In-Service Training       6P       5       5       21-Apr-25       25-Apr-25       482         B-7010       Bidg A - In-Service Training       5P<	
B1560       Bidg B - Health Department Inspection       5P       2       2       21-Apr-25       22-Apr-25       479         B1680       Bidg B - Final Commissioning & Inspections (Including Final Air Balance with Network, Post C       5P       10       10       16-Jun-25       27-Jun-25       -536         Punchlist	
B1680       Bldg B - Final Commissioning & Inspections (Including Final Air Balance with Network, Post C       5P       10       10       16-Jun-25       27-Jun-25       -536         Punchlist       B-7020.2       Bldg B - CFW/District Perform Walk - Added Additional Corrections       5P       1       0       06-Nov-24A       06-Nov-24A       06-Nov-24A       423         B-7050       Bldg B - Install OFCI TV's       5P       10       10       07-Apr-25       10-Jan-25       423         B-7030       Bldg B - Architect Punch List       5P       10       10       07-Apr-25       18-Apr-25       482         B-7030       Bldg B - District Deliver and Install FFE       5P       5P       10       10       30-Jun-25       452       452         B-7010       Bldg B - Final Clean       5P       10       10       30-Jun-25       14-Jul-25       536         Building A (Admin)       7       7       10       10       30-Jun-25       14-Jul-25       536       1       Bldg A - In-Service Training       Bldg A - In-Service Training         A-7230       All Bldgs - Test & Configure AV Equipment       5P       5       4       22-Feb-24 A       07-Apr-25       486       41       Bldg A - In-Service Training       1       Bldg A - In-Service	
Punchlist         B-7020.2       Bidg B - CFW/District Perform Walk - Added Additional Corrections       5P       1       0       06-Nov-24 A       06-Nov-24 A       0         B-7020.2       Bidg B - Install OFCI TV's       5P       3       3       08-Jan-25       10-Jan-25       -423         B-7020       Bidg B - Architect Punch List       5P       10       10       07-Apr-25       18-Apr-25       -482         B-7030       Bidg B - District Deliver and Install FFE       5P       5       5       21-Apr-25       25-Apr-25       -482         B-7010       Bidg B - Final Clean       5P       10       10       30-Jun-25       14-Jul-25       -536         Building A (Admin)         Commissioning         A-7260       Bidg A - In-Service Training       5P       5       4       22-Feb-24 A       07-Apr-25       -488         A-7260       Bidg A - In-Service Training       5P       15       13-Jan-25       03-Feb-25       -423       IBidg A - In-Service Training         A-7230       All Bidgs - Test & Configure AV Equipment       5P       3       3       02-Apr-25       04-Apr       -487         A-6050       Bidg A - Flush & Chlorinate Water System       5P	aluding Findl Air Dolonge with
B-7020.2       Bldg B - CFW/District Perform Walk - Added Additional Corrections       5P       1       0       06-Nov-24 A       06-Nov-24 A       1       Bldg B - CFW/District Perform Walk - Added Additional Corrections         B-7050       Bldg B - Install OFCI TV's       5P       3       3       08-Jan-25       10-Jan-25       423         B-7020       Bldg B - Architect Punch List       5P       10       10       07-Apr-25       18-Apr-25       482         B-7030       Bldg B - District Deliver and Install FFE       5P       5       5       21-Apr-25       25-Apr-25       482         B-7010       Bldg B - Final Clean       5P       10       10       30-Jun-25       14-Jul-25       536         Commissioning         SP       5       4       22-Feb-24 A       07-Apr-25       468         A-7230       All Bldgs - In-Service Training       5P       5       4       22-Feb-24 A       07-Apr-25       468         A-7230       All Bldgs - Test & Configure AV Equipment       5P       15       15       13-Jan-25       03-Feb-25       423         A-6050       Bldg A - Flush & Chlorinate Water System       5P       3       3       02-Apr-25       487 <td>cluding Final Air Balance with</td>	cluding Final Air Balance with
B-7050       Bldg B - Install OFCI TV's       5P       3       3       08-Jan-25       10-Jan-25       423         B-7020       Bldg B - Architect Punch List       5P       10       10       07-Apr-25       18-Apr-25       482         B-7030       Bldg B - District Deliver and Install FFE       5P       5       5       21-Apr-25       25-Apr-25       482         B-7010       Bldg B - Final Clean       5P       10       10       30-Jun-25       14-Jul-25       -536         B-7010       Bldg B - Final Clean       5P       10       10       30-Jun-25       14-Jul-25       -536         Budding A (Admin)       A(Admin)       5P       5P       10       10       30-Jun-25       442         A-7260       Bldg A - In-Service Training       5P       5P       5       4       22-Feb-24 A       07-Apr-25       468         A-7260       Bldg A - In-Service Training       5P       15       15       13-Jan-25       03-Feb-25       423       Bldg A - In-Service Training         A-7230       All Bldgs - Test & Configure AV Equipment       5P       3       3       02-Apr-25       04-Apr-25       487         A-6050       Bldg A - Flush & Chlorinate Water System       5P	
B-7020Bldg B-Architect Punch List5P101007-Apr-2518-Apr-25482B-7030Bldg B - District Deliver and Install FFE5P5521-Apr-2525-Apr-25482B-7010Bldg B - Final Clean5P101030-Jun-2514-Jul-25-538 <i>Building A (Admin)</i> CommissioningA-7260Bldg A - In-Service Training5P5422-Feb-24 A07-Apr-25468A-7230All Bldgs - Test & Configure AV Equipment5P151513-Jan-2503-Feb-25423A-6050Bldg A - Flush & Chlorinate Water System5P3302-Apr-2504-Apr-25487	
B-7030Bidg B - District Deliver and Install FFE5P5521-Apr-2525-Apr-25-482B-7010Bidg B - Final Clean5P101030-Jun-2514-Jul-25-536Building A (Admin)Commissioning5P5422-Feb-24 A07-Apr-25-468A-7260Bidg A - In-Service Training5P5422-Feb-24 A07-Apr-25-468A-7230All Bidgs - Test & Configure AV Equipment5P151513-Jan-2503-Feb-25-423A-6050Bidg A - Flush & Chlorinate Water System5P3302-Apr-2504-Apr-25-487	
B-7010Bldg B - Final Clean5P101030-Jun-2514-Jul-25-536Bldg B - Final CleanBldg A - In-Service TrainingA-7260Bldg A - In-Service Training5P5422-Feb-24 A07-Apr-25-468A-7230All Bldgs - Test & Configure AV Equipment5P151513-Jan-2503-Feb-25-423A-6050Bldg A - Flush & Chlorin ate Water System5P3302-Apr-2504-Apr-25-487	
Building A (Admin)         Commissioning         A-7260       Bldg A - In-Service Training       5P       5       4       22-Feb-24 A       07-Apr-25       -468         A-7230       All Bldgs - Test & Configure AV Equipment       5P       15       15       13-Jan-25       03-Feb-25       -423         A-6050       Bldg A - Flush & Chlorin ate Water System       5P       3       3       02-Apr-25       04-Apr-25       -487	
Commissioning         A-7260       Bldg A - In-Service Training       5P       5       4       22-Feb-24 A       07-Apr-25       -468         A-7230       All Bldgs - Test & Configure AV Equipment       5P       15       15       13-Jan-25       03-Feb-25       -423         A-6050       Bldg A - Flush & Chlorinate Water System       5P       3       3       02-Apr-25       04-Apr-25       -487	
A-7260Bldg A - In-Service Training5P5422-Feb-24 A07-Apr-25-468A-7230All Bldgs - Test & Configure AV Equipment5P151513-Jan-2503-Feb-25-423A-6050Bldg A - Flush & Chlorinate Water System5P3302-Apr-2504-Apr-25-487	
A-7230       All Bldgs - Test & Configure AV Equipment       5P       15       15       13-Jan-25       03-Feb-25       -423         A-6050       Bldg A - Flush & Chlorinate Water System       5P       3       3       02-Apr-25       04-Apr-25       -487	
A-6050 Bldg A - Flush & Chlorinate Water System 5P 3 3 02-Apr-25 04-Apr-25 -487	
$\square$ A 7080 Rida A - Final Commissioning & Instantians (Including Final Air Balance with Natwork Doct C   5D   10   16   10   5C   526   10   10   16   16	
	sluding Final Air Balance with
Punchlist	
A-7220.2 Bldg A - CFW/District Perform Walk - Added Additional Corrections 5P 1 0 06-Nov-24 A 06-Nov-24 A 1 Bldg A - CFW/District Perform Walk - Added Additional Corrections	
A-7250         Bldg A - Install OFCI TV's           5P         3         3         03-Jan-25         -423	
A-7220         Bldg A - Architect Punch List         5P         10         10         07-Apr-25         18-Apr-25         -482	
A-7270       Bldg A - District Deliver and Install FFE       5P       5       5       21-Apr-25       25-Apr-25       -482       Image: Bldg A - District Deliver and Install FFE	
A-7060 Bldg A - Final Clean 5P 10 10 30-Jun-25 14-Jul-25 -536 Eldg A - Final Clean	
Landscape	
Bldg C North Landscaping	
LA1110 Bldg C North - Soil Amendments 5P 2 2 03-Jun-25 04-Jun-25 -554 Bldg C North - Soil Amendments	
LA1120 Bldg C North - Planting 5P 8 8 05-Jun-25 16-Jun-25 -537 🗖 Bldg C North - Planting	
Bldg B Landscaping	
LA1070         Bldg B - Soil Amendments         5P         2         2         05-Jun-25         06-Jun-25         -554         I         Bldg B - Soil Amendments	
Project ID: RoseK5-2411 - Remaining Level of Effort • • Milestone Rose Ave ES Reconstruction - November 2024 Update	
Start Date: 02-Feb-21	
Actual Level of Effort	
Inish Date: 23-Mar-26 Point Actual Work	Hiv
Remaining Work Print Date: 05-Dec-24 17:40 Remaining Work Remaining Work Remaining Work Remaining Work	tty

Critical Remaining Work

ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float	2025 2026
							t	t Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Ap
LA1080	Bldg B - Planting	5P	6	6	09-Jun-25	16-Jun-25	-537	🗖 Bidg B - Planting
Bldg A Landsca								
LA1030	Bldg A - Soil Amendments	5P	3	3	09-Jun-25	11-Jun-25	-554	Bldg A - Soil Ameridments
LA1040	Bldg A - Planting	5P	8	8	12-Jun-25	23-Jun-25	-542	Bldg A - Planting
Bldg C South La								
LA1050	Bldg C South - Soil Amendments	5P	4	4	12-Jun-25	17-Jun-25	-554	Bldg C South - Soil Amendments
LA1060	Bldg C South - Planting	5P	8	8	18-Jun-25	27-Jun-25	-554	Bldg C South - Planting
	ot Landscaping					,		
LA1020	East Parking Lot - Landscape & Irrigation	5P	20	20	12-Jun-25	10-Jul-25	-554	East Parking Lot - Landscape & Irrigation
unchlist & Clo	,					,		
41480	Phase 1 - Landscape Punchlist	5P	10	10	11-Jul-25	24-Jul-25	-554	Phase 1 - Landscape Punchlist
41530	Phase 1 - 90-Day Maintenance Period	7P	90	90	25-Jul-25	22-Oct-25	-659	Phase 1 - 90-Day Maintenance Period
41540	Phase 1 - Final Inspection & Corrections	5P	5	5	23-Oct-25	29-Oct-25	-458	Phase 1 - Final Inspection & Correction
41550	Phase 1 - Landscape Completion - [FM]	5P	0	0		29-Oct-25	-458	◆ Phase 1 - Landscape Completion - [FM
arking Lot Co	onstruction							
ast Parking Lo								
PL-1090	East Parking Lot - Gates	6P	2	2	05-Jun-25	06-Jun-25	-861	East Parking Lot - Gates
PL-1010	East Parking Lot - Slurry Coat & Striping	6P	5	5	05-Jun-25	10-Jun-25	-864	East Parking Lot - Slurry Coat & Striping
EPL-1150	East Parking Lot - Turn Over to District for Interim Use	6P	0	0		10-Jun-25*	-864	◆ Eaşt Parking Lot - Turn Over to District for Interim Use
arent Drop Of			-	-				
PDO-1002	Parent Drop Off Phase 1 - Base, Paving & Temp Striping	5P	15	15	02-Apr-25	22-Apr-25	-509	Parent Drop Off Phase 1 - Base, Paving & Temp Striping
PDO-1070	Parent Drop Off Phase 1 - Set Light Post Fixtures	5P	2	2	23-Apr-25	24-Apr-25	-509	Parent Drop Off Phase 1 - Set Light Post Fixtures
PDO-1040	Parent Drop Off Phase 1 - Cure Pavement	7P	30	30	23-Apr-25	22-May-25	-729	Parent Drop Off Phase 1 - Cure Pavement
PDO-1040	Parent Drop Off Phase 1 - Irrigation	5P	5	5	25-Apr-25	01-May-25	-509	Parent Drop Off Phase 1 - Infigation
			-	-	-	-		Parent Drop Off Phase 1 - Landscaping
PDO-1090	Parent Drop Off Phase 1 - Landscaping	5P	3	3	02-May-25	06-May-25	-509	
PDO-1100	Parent Drop Off Phase 1 - Park Benches	5P	2	2	07-May-25	08-May-25	-491	Parent Drop Off Phase 1 - Park Benches
	Line - In Front of Existing School	(D)	0	4	07 100 04 4	00 Dec 04	407	Removals / Trench Plates
A2090	Removals / Trench Plates	5P	3	1	27-Jun-24 A	02-Dec-24	-437	
A2120	Asphalt Patch Back at Main Irrigation Line	5P	3	3	03-Dec-24	05-Dec-24	-437	Asphalt Patch Back at Main Irrigation Line
A2460	Re-Test Irrigation System	5P	5	5	06-Dec-24	12-Dec-24	-437	Re-Test Irrigation System
arent Drop Of								
PDO-1180	Parent Drop Off Phase 2 - Removal of Asphalt	5P	3	3	02-Apr-25	04-Apr-25	-503	Parent Drop Off Phase 2 - Removal of Asphalt
PDO-1170	Parent Drop Off Phase 2 - Curb & Gutter	5P	7	7	07-Apr-25	15-Apr-25	-503	🗖 Parent Drop Off Phase 2 - Curb & Gutter
PDO-1110	Parent Drop Off Phase 2 - Base, Paving	5P	5	5	16-Apr-25	22-Apr-25	-503	Parent Drop Off Phase 2 - Base, Paving
PDO-1130	Parent Drop Off Phase 2 - Set Light Post Fixtures	5P	2	2	23-Apr-25	24-Apr-25	-493	Parent Drop Off Phase 2 - Set Light Post Fixtures
PDO-1120	Parent Drop Off Phase 2 - Cure Pavement	7P	30	30	23-Apr-25	22-May-25	-729	Parent Drop Off Phase 2 - Cure Pavement
PDO-1140	Parent Drop Off Phase 2 - Irrigation	5P	5	5	25-Apr-25	01-May-25	-493	Parent Drop Off Phase 2 - Irrigation
PDO-1150	Parent Drop Off Phase 2 - Landscaping	5P	3	3	02-May-25	06-May-25	-493	Parent Drop Off Phase 2 - Landscaping
PDO-1160	Parent Drop Off Phase 2 - Park Benches	5P	2	2	07-May-25	08-May-25	-493	I Parent Drop Off Phase 2 - Park Benches
Ph2-DO-1030	Parent Drop Off Phase 2 - Slurry Coat and Striping	5P	2	2	23-May-25	27-May-25	-503	Parent Drop Off Phase 2 - Slurry Coat and Striping
re Life Safety								
-7200	All Bldgs - Final Fire/Life/Safety Testing & Inpsections	5P	10	10	11-Jun-25	24-Jun-25	-523	All Bldgs - Final Fire/Life/Safety Testing & Inpsections
ase 2 - Existi			-					
ase 2 Mobili								
h2-D-1060		ED	4	4	08-Aug-25	08 400 25	E40	I Phase 2 Safety Plan Meeting
	Phase 2 Safety Plan Meeting	5P	1	1	-	08-Aug-25	-542	
h2-D-1020	Safe Off - Utilities/Demolish Existing Water Mains	5P	2	2	27-Aug-25	28-Aug-25	-554	Safe Off - Utilities/Demolish Existing Water Mains
h2-D-1040	Set Up Temporary Fencing & Gates	5P	2	2	27-Aug-25	28-Aug-25	-552	Set Up Temporary Fencing & Gates
h2-D-1050	Install Phase 2 SWPPP	5P	3	3	29-Aug-25	03-Sep-25	-552	□ Install Phase 2 SWPPP
h2-D-1030	Decommission Existing Equipment	5P	5	5	29-Aug-25	05-Sep-25	-554	Decommission Existing Equipment
emo								
h2-D-1000	Site Demolition	5P	4	4	08-Sep-25	11-Sep-25	-546	Site Demolition
h2-A-1000	Abatement	5P	12	12	08-Sep-25	23-Sep-25	-554	- Abatement

Project ID: RoseK5-2411 Start Date: 02-Feb-21 Finish Date: 23-Mar-26 Data Date: 01-Dec-24 Print Date: 05-Dec-24 17:40

 Remaining Level of Effort Milestone Actual Level of Effort Actual Work

Remaining Work

Critical Remaining Work

Rose Ave ES Reconstruction - November 2024 Update Remaining Work Page: 4 of 5

# **Balfour Beatty**

tivity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float								20
			Dui	Dui			t	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Ph2-D-1090	Utility Demolition	5P	3	3	12-Sep-25	16-Sep-25	-537				][				
Ph2-D-1010	Building Demolition	5P	12	12	24-Sep-25	09-Oct-25	-554								
Grading & Dra	inage														
Ph2-G-1000	Backfill and Rough-Grading	5P	8	8	10-Oct-25	21-Oct-25	-554								
Ph2-G-1010	Storm Drain System	5P	8	8	22-Oct-25	31-Oct-25	-554								i i
Ph2-G-1020	Fine Grade	5P	6	6	03-Nov-25	10-Nov-25	-554								
Landscaping															
Ph2-L-1030	DG Infield	5P	5	5	11-Nov-25	17-Nov-25	-545								
Ph2-L-1000	Landscaping Irrigation	5P	10	10	11-Nov-25	24-Nov-25	-554								
Ph2-L-1040	Soil Amendments & Finish Grading	5P	4	4	25-Nov-25	02-Dec-25	-554								
Ph2-L-1010	Landscape Planting	5P	10	10	03-Dec-25	16-Dec-25	-554								
Ph2-L-1020	Hydro-seed Establishment	5P	60	60	17-Dec-25	13-Mar-26	-550								
Ph2-L-1050	Phase 2 - 90-Day Maintenance Period	7P	90	90	17-Dec-25	16-Mar-26	-804								
Ph2-L-1060	Phase 2 - Final Inspection & Corrections	5P	5	5	17-Mar-26	23-Mar-26	-556								
Ph2-L-1070	Phase 2 - Landscape Complete - [FM]	5P	0	0		23-Mar-26	-556						1		
Offsite Work															
Ph2-OS-1000	Close Up Drive Approach - North Driskill	5P	8	8	11-Nov-25	20-Nov-25	-542	-+							
Site Work		,		1											
Ph2-A-1020	Install Back Stop	5P	5	5	22-Oct-25	28-Oct-25	-524								i i
Ph2-A-1030	Install Chainlink Fencing	5P	10	10	11-Nov-25	24-Nov-25	-544								
Ph2-A-1010	Curbs & Walks	5P	15	15	11-Nov-25	03-Dec-25	-542								
Exterior Playco	purts Phase 1										1				
 H1050	Playcourts Phase 1 - Grading	5P	4	4	22-Oct-25	27-Oct-25	-528								
H1240	Playcourts Phase 1 - Base	5P	2	2	28-Oct-25	29-Oct-25	-528								1
H1260	Playcourts Phase 1 - Paving	5P	2	2	30-Oct-25	31-Oct-25	-528								
H1380	Playcourts Phase 1 - Temp Striping	5P	1	1	03-Nov-25	03-Nov-25	-528								
Exterior Playco															
 H1680	Playcourts Phase 2 - Sawcut Adjacent Surface	5P	2	2	22-Oct-25	23-Oct-25	-552								1
H1690	Playcourts Phase 2 - Play Equipment Posts and Footings	5P	5	5	22-Oct-25	28-Oct-25	-552								
H1670	Playcourts Phase 2 - CMU Ball Wall	5P	7	7	22-Oct-25	30-Oct-25	-552								
H1740	Playcourts Phase 2 - Finish Grading	5P	3	3	29-Oct-25	31-Oct-25	-552								
H1700	Playcourts Phase 2 - Base	5P	2	2	03-Nov-25	04-Nov-25	-552				11		÷		1
H1710	Playcourts Phase 2 - Paving	5P	4	4	05-Nov-25	10-Nov-25	-552								
H1720	Playcourts Phase 2 - Install Backboards & Equipment	5P	2	2	11-Nov-25	12-Nov-25	-536								
H1800	Playcourts Phase 2 - Cure Pavement	7P	30	30	11-Nov-25	10-Dec-25	-801								
H1730	Playcourts Phase 2 - Temp Striping	5P	1	1	13-Nov-25	13-Nov-25	-536								
H1790	Playcourts Phase 2 - Slurry Coat & Final Striping	5P	3	3	11-Dec-25	15-Dec-25	-553	-+					+ 		
Phase 2 Demo															
H1750	Remove SWPPP & Temp Fence	5P	1	1	25-Nov-25	25-Nov-25	-544								
H1780	Remove Temp Power System	5P	5	5	25-Nov-25	03-Dec-25	-552								
H1760	Remove Construction Trailer	5P	3	3	04-Dec-25	08-Dec-25	-552								1
H1770	Cleanup Grade at Old Trailer Location and Temp Power Poles	5P	1	1	09-Dec-25	09-Dec-25	-552								
H1820	Phase 2 Punchlist - Hardscape & Site Improvements	5P	5	5	11-Dec-25	17-Dec-25	-553								
Submittals & Pi				Ť											
	or Improvements														
32 90 00 Lands	•														
	Procure Landscape Planting Materials	5P	14	14	02-Dec-24	19-Dec-24	-435	-+		rocure	Landsc	ane Pla	i intina N	ateriale	<u> </u>
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Project ID: RoseK5-2411 Start Date: 02-Feb-21 Finish Date: 23-Mar-26 Data Date: 01-Dec-24 Print Date: 05-Dec-24 17:40 Remaining Level of Effort Milestone Actual Level of Effort

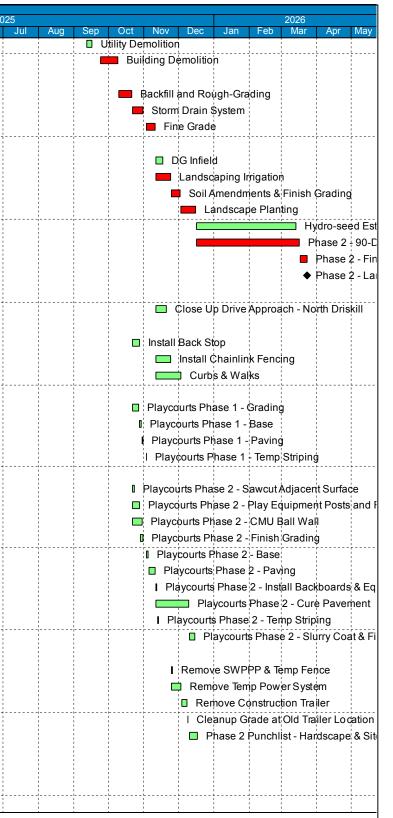
Actual Work

Remaining Work

Critical Remaining Work

### Rose Ave ES Reconstruction - November 2024 Update Remaining Work Page: 5 of 5

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# **Balfour Beatty**

December 19, 2024

### OFFSITE IMPROVEMENTS Clarification and Assumptions

#### 1. General

- a. Inclusions
  - i. Sheets 1-8, C501 (only included bubblers) and C502 (only included bubblers and Fire Water line tie-in at La Puerta Avenue only), per plans received on **12/12/2024** from Arcadis.
- b. Exclusions
  - i. Sheets C101, C102. C103, C201, C202, C203, C204, C301, C302, C400, C401, C402, C403, C404, C405, C406, C407, C408, C409, C501, C502, C601 per plans received on 1/13/24 from Arcadis.
  - ii. Any changes to the offsite plans (such as alterations to design, scope, location, or other specifications) made after December 12, 2024, are not included in the current change order. If there are any modifications, adjustments, or new requirements for offsite work after this date, they will not be covered under the existing contract terms.
  - iii. As a result, a new change order will be necessary to account for any changes. This new change order may include updated pricing, timelines, or scope of work to reflect the modifications.
  - iv. Additional costs and time may be incurred due to the need to incorporate these changes. The contractor will assess the impact of any changes on labor, materials, and scheduling, and these adjustments could lead to increased costs or delays in project completion.
  - v. This change order excludes all work associated with CCD 026, including both direct and indirect costs. Any work related to CCD 026, as well as its associated direct and indirect costs, will be addressed and submitted under a separate change order at a later date.

#### 2. BC Rincon

a. Inclusions

i.

Material Price Increase

- 1. Hot Asphalt Material Increase: This inclusion accounts for potential increases in the cost of hot asphalt materials during the project. If the price of hot asphalt rises, the contractor will apply the increased cost to the project, ensuring that material costs are covered.
- 2. CL II Recycled Base Material Increase: Similar to the asphalt price increase, this item covers any increases in the cost of CL II Recycled Base Material. This material is used in the construction of base layers for paving, and any price increases during the project will be added to the overall cost.
- ii. Asphalt Slot Pave at New Drive Approach: The scope includes slot paving at the new drive approach, which involves tacking the vertical edges of the existing asphalt to ensure a strong bond with the new asphalt. Additionally, 3.5" of asphalt will be placed on top of a 7" base of Aggregate Base at the new sidewalk and drive approach to ensure a stable and durable surface for vehicles and pedestrians.
- iii. Off-Site Striping per Street Improvement Plan
  - 1. Mobilization/Traffic Control: Setting up equipment, materials, and traffic management to safely direct vehicles and pedestrians around the construction site.
  - 2. Remove Conflicting Striping: Removing old road markings that conflict with the new layout or construction work.
  - 3. Yellow Ladder X-Walk: Pedestrian crosswalks marked with yellow stripes on Driskill.
  - 4. Relocate Existing Sign & Post (includes concrete core): Moving an existing sign and post to a new location, including creating a new concrete base.
  - 5. Install New Street Sweeping Sign (includes concrete core): Installing a new sign to inform about street sweeping, with a concrete base for stability.
  - 6. Install New Tow Away Sign & Post (includes concrete core): Installing a "Tow Away" sign with a concrete base.

- 7. Install New W11-2 & W16-7P Sign and Post (includes concrete core): Installing pedestrian crossing and advisory signs, securely mounted on posts with concrete.
- 8. Stop & Limit Bar: Painting road markings that indicate stop and limit bar.
- iv. ECDC Driveway: Clean the driveway to remove dirt and debris, then apply a protective asphalt sealant. Repaint the road markings, like lane lines and parking spaces.
- v. Clean up Existing Graded Areas (Back Parking Lot, Side Playground, and Passenger Drop-Off)
  - 1. The cleanup of existing graded areas in the project's specified locations: the back parking lot, side playground, and passenger drop-off area.
  - 2. The contractor will specifically clean up the Phase 1 asphalt paving grade in these areas, which includes removing any leftover materials, debris, or grading issues related to the first phase of asphalt paving.
- b. Exclusions
  - i. The scope of work does not include the removal (haul off) or importation of spoiled material from the site. Any excess soil, debris, or other excavated materials will not be transported off-site, nor will any additional materials be brought in to replace or modify the existing soil conditions.
  - ii. Surveying services, including staking of property lines, boundaries, or utilities, are not part of the project scope. This means that the contractor is not responsible for any site layout, boundary determination, or the use of survey equipment to mark and establish the exact locations for the work.
  - iii. The project will not be responsible for any damage caused to the existing parking lot during the course of work. The scope includes only the application of a slurry coat (a thin layer of asphalt slurry applied over the existing surface) and the re-striping of the parking lot. Any pre-existing damage to the parking lot, including cracks, potholes, or wear and tear, is not included in the work. Additionally, any unforeseen damage that may occur during construction will not be covered.
  - iv. The exclusions related to the parking lot are due to design changes made by ECDC (Engineering and Construction Design Consultants). As a result of these design revisions, the contractor's responsibility is limited to the slurry coat and striping work, without addressing other repairs or improvements to the parking lot surface.
  - v. Any changes to the offsite plans (such as alterations to design, scope, location, or other specifications) made after December 12, 2024, are not included in the current change order. If there are any modifications, adjustments, or new requirements for offsite work after this date, they will not be covered under the existing contract terms.
  - vi. As a result, a new change order will be necessary to account for any changes. This new change order may include updated pricing, timelines, or scope of work to reflect the modifications.
  - vii. Additional costs and time may be incurred due to the need to incorporate these changes. The contractor will assess the impact of any changes on labor, materials, and scheduling, and these adjustments could lead to increased costs or delays in project completion.
- 3. Boneso Brothers
  - a. Inclusions

Additional costs due to the time impact analysis on the Rose Ave. Project. The updated calculation is based on their review of the schedule. These costs reflect the extended overhead expenses associated with the project delay.

- b. Exclusions
  - i. Any changes to the offsite plans (such as alterations to design, scope, location, or other specifications) made after December 12, 2024, are not included in the current change order. If there are any modifications, adjustments, or new requirements for offsite work after this date, they will not be covered under the existing contract terms.
  - ii. As a result, a new change order will be necessary to account for any changes. This new change order may include updated pricing, timelines, or scope of work to reflect the modifications.
  - iii. Additional costs and time may be incurred due to the need to incorporate these changes. The contractor will assess the impact of any changes on labor, materials, and scheduling, and these adjustments could lead to increased costs or delays in project completion.
- 4. Burns Pacific
  - a. Inclusions i.
    - Install 560 LF of 8" Fire Water Line: This involves the installation of 560 linear feet (LF) of an 8-inch diameter fire water line. This work may include trenching, laying pipes, and connecting the fire water line.

- ii. Install 5 Bubbler Catch Basins to Route Storm Drain Under 8" Fire Water Line at a Depth of 5 Feet: Five basins will be installed to route the storm drain under the newly installed 8" fire water line. The work requires digging down to a depth of 5 feet.
- iii. Off-Site Storm Drain Work Changed to Reinforced Concrete Pipe in City ROW per Latest Plan Revision: Off-site work involves storm drain installation outside the immediate project site, within the public rightof-way managed by the city. According to the latest revision, the storm drain will now be made of reinforced concrete pipe.
- iv. Changes to Off-Site Fire Water Tie-In Location: The location where the fire water line connects to the city's water system has changed. An additional 126 feet of pipe will be required, including a steel casing for protection, along with saw cutting, asphalt removal, and trenching. This work also includes the removal of curb and gutter and part of a residential driveway.
- v. Concrete Curb and Gutter, Driveway Removal and Replacement at Revised 8" Fire Water Tie-In Location on La Puerta Cul-De-Sac: At the location of the revised fire water tie-in, concrete curb, and gutter, as well as a portion of a residential driveway, must be removed and replaced. This ensures the installation of the fire water line and its connection to the city system.
- vi. Flush Out and Clean Storm Drains and Storm Tech Due to Rain Event on 12-21-23 That Flooded Site: A significant rain event on December 21, 2023, caused flooding at the site. The storm drains and StormTech system need to be flushed out and cleaned to restore proper function and prevent blockages.
- vii. Flush Out and Clean Sewer Line Due to Rain Event on 12-21-23 That Flooded Site: Similarly, the sewer line needs to be flushed out and cleaned due to the same rain event. Despite the sewer line having previously passed inspection (including air testing and approval by the DSA inspector), the sewer line's connection to the city sewer system has been delayed due to the ongoing circumstances project delays.
- viii. The increase in labor and equipment rates is due to the project being delayed beyond the original completion dates. The delays have led to higher costs for labor and equipment than initially planned.
- b. Exclusions
  - i. The bid assumes that all work will be conducted during standard working hours, which are from 7:00 AM to 4:00 PM, Monday through Friday. Any work required outside of these hours, including overtime, weekend work, or night shifts, is not included in the bid and would incur additional charges. Any disruptions to this schedule due to factors outside the contractor's control (e.g., weather, delays in material supply, or unforeseen site conditions) are also excluded from the scope of the bid.
  - ii. The bid price does not include any additional fees related to permits, licenses, or inspections that may be required by local authorities for the completion of the project.
  - iii. Engineering costs are excluded, meaning that any need for structural or civil engineering services, including any plans or calculations, will not be covered by the bid. The client is responsible for securing and funding these services if required.
  - iv. Soil Testing is not included in the bid. If soil tests are necessary for the project (e.g., for determining soil stability or composition), the cost for conducting these tests will be the responsibility of the client.
  - v. Bonds are not included in the bid. If any performance bonds, payment bonds, or other types of surety bonds are required for the project, the cost will be in addition to the bid price and will need to be arranged separately by the client.
  - vi. The bid price is valid for a period of 30 days from the date of submission. After this period, the contractor reserves the right to adjust the price based on changes in material costs, labor rates, or any other factors that may affect the cost of the work. If the contract is not awarded within 30 days, a new bid may need to be submitted, and the pricing may be subject to revision based on current conditions.
  - vii. Any changes to the offsite plans (such as alterations to design, scope, location, or other specifications) made after December 12, 2024, are not included in the current change order. If there are any modifications, adjustments, or new requirements for offsite work after this date, they will not be covered under the existing contract terms.
  - viii. As a result, a new change order will be necessary to account for any changes. This new change order may include updated pricing, timelines, or scope of work to reflect the modifications.
  - ix. Additional costs and time may be incurred due to the need to incorporate these changes. The contractor will assess the impact of any changes on labor, materials, and scheduling, and these adjustments could lead to increased costs or delays in project completion.
- 5. CAM Painting
  - a. Inclusions
    - i. Additional costs incurred due to project delays, despite the completion of our work. The costs include ongoing project management for compliance, bond extension expenses, maintaining required excess liability insurance, and potential future remobilization efforts.

#### b. Exclusions

- i. Any changes to the offsite plans (such as alterations to design, scope, location, or other specifications) made after December 12, 2024, are not included in the current change order. If there are any modifications, adjustments, or new requirements for offsite work after this date, they will not be covered under the existing contract terms.
- ii. As a result, a new change order will be necessary to account for any changes. This new change order may include updated pricing, timelines, or scope of work to reflect the modifications.
- iii. Additional costs and time may be incurred due to the need to incorporate these changes. The contractor will assess the impact of any changes on labor, materials, and scheduling, and these adjustments could lead to increased costs or delays in project completion.

#### 6. Huitt Zollars

a. Inclusions i

This inclusion covers the restaking of the fire water line as detailed in the attached Rose Ave ES – Offsite Plans received on 12/12/2024. Restaking refers to resetting or repositioning the survey stakes to accurately reflect the new alignment or adjustments to the fire water line's path. These updates may be required due to changes in the design or field conditions and will ensure the fire water line is installed according to the most current plans. The restaking process will include marking the precise location, depth, and orientation of the line to guide the excavation and installation.

- ii. Provide Staking for Various Layouts:
  - 1. West Entry Planter Completion Layout for Electrical: The contractor will stake out the layout for the west entry planter in preparation for electrical work. This includes marking the location of electrical lines and any other electrical components needed for the planter area.
  - 2. West Planter Completion Layout for Hardscapes: The staking for the west planter will be provided to finalize the layout for the planter area.
  - 3. Fire Lane Pavement Fine Grading: The contractor will stake out the fire lane pavement area to ensure that the grading is completed correctly. Fine grading refers to the final adjustment of the surface to achieve the correct slope, drainage, and smoothness for the fire lane pavement.
  - 4. South Entry Planter Completion Layout for Electrical: Similar to the west entry planter, the contractor will provide staking for the south entry planter to mark out the location for electrical components.
  - 5. South Planter Completion Layout for Hardscapes (Parent Drop-off): Staking will also be done for the south planter to establish the layout for hardscape features in the Parent Drop-Off area.

#### b. Exclusions

- i. Any changes to the offsite plans (such as alterations to design, scope, location, or other specifications) made after December 12, 2024, are not included in the current change order. If there are any modifications, adjustments, or new requirements for offsite work after this date, they will not be covered under the existing contract terms.
- ii. As a result, a new change order will be necessary to account for any changes. This new change order may include updated pricing, timelines, or scope of work to reflect the modifications.
- iii. Additional costs and time may be incurred due to the need to incorporate these changes. The contractor will assess the impact of any changes on labor, materials, and scheduling, and these adjustments could lead to increased costs or delays in project completion.

### 7. Inland Building

- a. Inclusions
  - i. Added Curb Ramps per Sheets 2 & 3 of 9: The Offsite Improvement Package (Sheets 2 & 3 of 9) specifies the addition of curb ramps on Driskill.
  - ii. Remove & Replace Slab for Bubbler: This involves removing and replacing a concrete slab, due to installation of a bubbler located east of Bldg C North.
  - iii. Schedule Extension: A schedule extension is required to account for delays or additional work beyond the originally planned timeline. This extension adjusts the project's timeline due to unforeseen factors, such as weather delays, design changes, or material availability issues.
  - iv. Re-Certification of Fire Extinguishers Due to Schedule Extension: The fire extinguishers must be recertified or inspected due to the project's extended timeline. Fire safety equipment requires periodic inspection and certification, and the schedule extension necessitates a re-inspection to ensure compliance with safety regulations.
  - v. Street Sweeping: Street sweeping the streets around the construction site to remove debris and dust.

- vi. Removing and Replace of Curb and Gutter of Sidewalk at Phase II Construction Entrance: This involves removing and replacing the curb and gutter along the sidewalk at the entrance to Phase II of the construction site.
- b. Exclusions
  - i. Any changes to the offsite plans (such as alterations to design, scope, location, or other specifications) made after December 12, 2024, are not included in the current change order. If there are any modifications, adjustments, or new requirements for offsite work after this date, they will not be covered under the existing contract terms.
  - ii. As a result, a new change order will be necessary to account for any changes. This new change order may include updated pricing, timelines, or scope of work to reflect the modifications.
  - iii. Additional costs and time may be incurred due to the need to incorporate these changes. The contractor will assess the impact of any changes on labor, materials, and scheduling, and these adjustments could lead to increased costs or delays in project completion.

#### 8. JDML Inc

- a. Inclusion
  - i. Tipping fee for disposing of demolition waste at a landfill or recycling facility.
  - ii. Removal of an existing asphalt surface in the area north of the trash enclosure to facilitate the installation of a bubbler.
- b. Exclusions
  - i. Any changes to the offsite plans (such as alterations to design, scope, location, or other specifications) made after December 12, 2024, are not included in the current change order. If there are any modifications, adjustments, or new requirements for offsite work after this date, they will not be covered under the existing contract terms.
  - ii. As a result, a new change order will be necessary to account for any changes. This new change order may include updated pricing, timelines, or scope of work to reflect the modifications.
  - iii. Additional costs and time may be incurred due to the need to incorporate these changes. The contractor will assess the impact of any changes on labor, materials, and scheduling, and these adjustments could lead to increased costs or delays in project completion.
- 9. Marina Landscape

a. Inclusions

i

The scope of work includes the maintenance of the SWPPP from July 2024 to December 2025. This plan outlines the measures and practices implemented to prevent stormwater pollution during construction activities.

- 1. SWPPP Maintenance involves ongoing inspections, monitoring, and the implementation of corrective actions as needed to ensure compliance. The contractor will be responsible for performing checks and maintaining the site's stormwater control measures, including silt fences, drainage controls, and erosion prevention techniques.
- 2. The maintenance period will span 16 months, covering the entirety of the stated period. This includes ensuring that all erosion control devices are in proper working condition and adjusting or repairing as necessary to prevent sediment runoff or other environmental impacts.
- 3. Any required updates or modifications to the SWPPP will be included in this scope to ensure the project stays compliant with environmental regulations throughout the maintenance period. This may include adjustments to the plan based on inspections or changing site conditions.
- 4. The maintenance period ends in December 2025, after which any further SWPPP maintenance will require a new change order or additional services.
- ii. The scope includes QSP inspections as part of the project's SWPPP requirements. The price for each inspection is included in the bid; however, if additional inspections are required, they will be billed separately at the unit cost specified in the contract.
  - 1. A pre-rain inspection will be conducted when the National Weather Service forecast predicts a 50% chance of rain. This inspection ensures that stormwater management systems are in place and functioning correctly before the rain arrives.
  - 2. If there is continuing rain of 0.25 inches or more, additional daily inspections will be required until the site experiences a 48-hour dry period. These inspections ensure that stormwater controls are still effective and that any issues, such as erosion or sediment runoff, are addressed promptly.
  - 3. After the 48-hour dry period, a post-rain inspection will be conducted to assess the site's condition and ensure that the stormwater control measures are intact and functioning properly after the rain event.

- b. Exclusions
  - i. Weed abatement is not included in the scope of work for this project. The contractor is not responsible for the removal, treatment, or management of weeds or other vegetation on the site at any stage of the project, including site preparation, construction, or final restoration. If weed control is necessary, the client will need to arrange and cover the costs for these services separately. This exclusion applies to all aspects of the project.
  - ii. Any changes to the offsite plans (such as alterations to design, scope, location, or other specifications) made after December 12, 2024, are not included in the current change order. If there are any modifications, adjustments, or new requirements for offsite work after this date, they will not be covered under the existing contract terms.
  - iii. As a result, a new change order will be necessary to account for any changes. This new change order may include updated pricing, timelines, or scope of work to reflect the modifications.
  - iv. Additional costs and time may be incurred due to the need to incorporate these changes. The contractor will assess the impact of any changes on labor, materials, and scheduling, and these adjustments could lead to increased costs or delays in project completion.

#### 10. Premierwest Landscape

- a. Inclusions
  - i. Construction Schedule Update Material Cost Increase: This inclusion addresses the impact of changes in material costs due to the updated construction schedule. As the project timeline extends or shifts, the prices of materials have increased due to factors like inflation, supply chain disruptions, or changes in market conditions. This increase in material costs will be reflected in the overall project costs.
  - ii. Material Cost Increase for Installed Material: This refers to the increase in the cost of materials that have already been purchased and installed for the project. The price for these materials has risen since the original estimate, and this adjustment accounts for the difference between the initial cost and the increased cost of materials due to market changes or delays in the construction process.
  - iii. Material Cost Increase for Parking Lot Mainline & POC: This specifically addresses the material cost increase for items related to the parking lot, including the POC. As the construction timeline extends, the costs for these materials have risen, and this increase will be included as part of the project's overall cost adjustment.
- b. Exclusions
  - i. Any changes to the offsite plans (such as alterations to design, scope, location, or other specifications) made after December 12, 2024, are not included in the current change order. If there are any modifications, adjustments, or new requirements for offsite work after this date, they will not be covered under the existing contract terms.
  - ii. As a result, a new change order will be necessary to account for any changes. This new change order may include updated pricing, timelines, or scope of work to reflect the modifications.
  - iii. Additional costs and time may be incurred due to the need to incorporate these changes. The contractor will assess the impact of any changes on labor, materials, and scheduling, and these adjustments could lead to increased costs or delays in project completion.

#### 11. Smith MEP

- a. Inclusions
  - i. Extended Warranty Costs: The warranty premium is calculated based on equipment age, usage hours, and coverage specifics. It is necessary to address potential unforeseen equipment failures and minimize downtime. The cost is determined by a risk assessment of failure points for the mechanical units.
  - ii. Re-startup Costs: These include labor, materials, testing, and commissioning necessary to restart equipment and ensure it operates efficiently. Labor costs cover technicians following factory recommendations to extend the warranty, while material costs include filters, lubricants, and replacement parts. Testing and commissioning ensure optimal equipment performance.
- b. Exclusions
  - i. Any changes to the offsite plans (such as alterations to design, scope, location, or other specifications) made after December 12, 2024, are not included in the current change order. If there are any modifications, adjustments, or new requirements for offsite work after this date, they will not be covered under the existing contract terms.
  - ii. As a result, a new change order will be necessary to account for any changes. This new change order may include updated pricing, timelines, or scope of work to reflect the modifications.
  - iii. Additional costs and time may be incurred due to the need to incorporate these changes. The contractor will assess the impact of any changes on labor, materials, and scheduling, and these adjustments could lead to increased costs or delays in project completion.

#### 12. Summer Construction

a. Inclusions

i.

- Re-grading of the **Fire access lane** and Parking Lot Drives and detention basin due to the delays of the City of Oxnard Offsite/Onsite changes. This inclusion covers the re-grading of several key areas of the project site, specifically the fire access lane, the parking lot drives, and the detention basin. The need for this work arises from delays caused by changes made by the City of Oxnard to the offsite and onsite plans.
  - 1. Re-grading the surface of the fire access lane, parking lot drives, and detention basin to meet the new specifications required by the city's updated plans.
  - 2. The parking lot drives will also be re-graded to the overall site design. Any changes in elevation or alignment due to the city's updates will be addressed during this process.
  - 3. The detention basin will be re-graded to ensure it functions as intended, managing stormwater runoff, and preventing flooding.
  - 4. These re-grading efforts are necessary to accommodate the City of Oxnard's changes to the plans and to ensure compliance with updated design standards. The delays caused by the city's revisions have impacted on the original grading plan, necessitating adjustments to the site to meet the new requirements.
- b. Exclusions
  - i. Any changes to the offsite plans (such as alterations to design, scope, location, or other specifications) made after December 12, 2024, are not included in the current change order. If there are any modifications, adjustments, or new requirements for offsite work after this date, they will not be covered under the existing contract terms.
  - ii. As a result, a new change order will be necessary to account for any changes. This new change order may include updated pricing, timelines, or scope of work to reflect the modifications.
  - iii. Additional costs and time may be incurred due to the need to incorporate these changes. The contractor will assess the impact of any changes on labor, materials, and scheduling, and these adjustments could lead to increased costs or delays in project completion.

#### 13. Taft

a. Inclusions

i.

- Taft Electric Company is requesting a change order due to a schedule extension. The request includes additional costs related to extended job overhead for site facilities, tools, labor, and project management, as well as labor escalation due to union wage increases and extended home office overhead. Taft reserves the right to seek further compensation for additional delays or cost increases related to the extended schedule.
- b. Exclusions
  - i. Any changes to the offsite plans (such as alterations to design, scope, location, or other specifications) made after December 12, 2024, are not included in the current change order. If there are any modifications, adjustments, or new requirements for offsite work after this date, they will not be covered under the existing contract terms.
  - ii. As a result, a new change order will be necessary to account for any changes. This new change order may include updated pricing, timelines, or scope of work to reflect the modifications.
  - iii. Additional costs and time may be incurred due to the need to incorporate these changes. The contractor will assess the impact of any changes on labor, materials, and scheduling, and these adjustments could lead to increased costs or delays in project completion.

#### 14. BBC

a. Inclusions

i.

- Bldg C Media Center Remediation Due to Flash Flood Damages:
  - 1. This inclusion covers the remediation work required at Building C Media Center as a result of flooding caused by a significant rainfall event on December 21, 2023. During this heavy rain, water accumulated around the construction site, specifically in the area where the StormTech system was installed.
  - 2. The StormTech system is designed to manage stormwater, but because it had not yet been connected to the city's storm drain, the excess water from the rain had no proper outlet for drainage. As a result, the system overflowed, causing water to flood the Media Center.
  - 3. The remediation includes addressing water damage, which may involve drying out the area, repairing or replacing damaged materials such as flooring, drywall, or electrical components, and ensuring that the building is returned to a functional and safe condition. This also includes any necessary cleaning, dehumidification, and mold prevention treatments.

- ii. Additional Clean-up Site/Building Due to Offsite Changes:
  - L. This inclusion accounts for additional clean-up efforts at the site and within the buildings as a result of changes made to the offsite plans. These changes caused disruptions to the construction process, which may have led to increased debris, dirt, and general mess that now requires extra clean-up.
  - 2. The clean-up includes removing construction waste, clearing debris, and ensuring that both the site and the buildings are clean and presentable, meeting the standards necessary for safety, functionality, and completion. This could also involve cleaning up any areas affected by rework or additional construction activities resulting from offsite changes.
- iii. Touch-Up Due to Building Final Connections/Offsite Approvals:
  - 1. This item covers the touch-up work needed to ensure a polished, final finish to the building after the installation of final connections (e.g., electrical, plumbing, or mechanical systems) and following the receipt of offsite approvals.
  - 2. Touch-up work may include painting, repairing, or adjusting finishes, and ensuring that any disruptions or damage caused by the installation of final systems or delays in offsite approvals are addressed. The goal is to ensure that the building is completed to the expected quality standards and is ready for occupancy or use.
- iv. Subcontractor Listed Only Impacted by the Offsite Approval Delay:
  - 1. This inclusion relates to subcontractors who have been specifically impacted by the delays in offsite approvals. These subcontractors may have experienced delays in their work due to the fact that certain approvals required for offsite infrastructure (such as utilities, roads, or drainage systems) were not obtained in time.
  - 2. The inclusion covers the additional costs or time required by the subcontractors as they had to wait for these approvals to proceed with their portion of the work. This could include extensions of schedules, adjustments to manpower, or added costs associated with the delay in completing their tasks.
- b. Exclusions
  - i. Any changes to the offsite plans (such as alterations to design, scope, location, or other specifications) made after December 12, 2024, are not included in the current change order. If there are any modifications, adjustments, or new requirements for offsite work after this date, they will not be covered under the existing contract terms.
  - ii. As a result, a new change order will be necessary to account for any changes. This new change order may include updated pricing, timelines, or scope of work to reflect the modifications.
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### 15. Offsite Contingency

- a. Inclusions:
  - i. \$150,000.00



#### **GENERAL NOTES**

- STREETS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CITY OF OWNARD DEPARTMENT OF FUBLIC WORKS STANDARDS, "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (SSPWC), AND THE CITY OF OWNARD STANDARD LAND DEVELOPMENT SPECIFICATIONS.
- 2. CONTRACTOR SHALL NOTIFY THE CITY INSPECTION DIVISION AND ALL OTHER INTERESTED PARTIES AND ARRANGE FOR A PRECONSTRUCTION CONFERENCE 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION (PHONE 385-7840).
- 3. AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA-U.S.A. AT 1-BOO-422-4133) TO OBTAIN AN INQUIRY IDENTIFICATION NUMBER AND TO REQUEST THE UTILITY OWNERS TO MARK OR OTHERWISE INDICATE THE LOCATION OF THER SLIBSURFACE FACILITIES. THE CONTRACTOR SHALL DETERMINE THE LOCATION AND LOPTH OF ALL UTILITIES INCLUDING ALL SERVICE CONNECTIONS WHICH HAVE BEEN MARKUP BY THE RESPECTIVE OWNERS AND WHICH MAY AFFECT OR BE AFFECTED BY ITS OFERATIONS. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL UTILITIES AND ALL STRUCTURES FOUND AT THE SITE.
- 4. ALL PERMITS NECESSARY PRIOR TO BEGINNING CONSTRUCTION SHALL BE OBTAINED BY THE CONTRACTOR.
- 5. THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, UNTIL FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND DERIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE BY CLEANING, SWEEPING AND SPRINKLING WITH WATER AND USING DUST FENCES OR OTHER METHODS AS DIRECTED BY THE CITY THROUGHOUT THE CONSTRUCTION OPERATION.
- 6. THE DEVELOPER'S ENGINEER SHALL KEEP A STRICT RECORD OF ALL CHANGES AND SUBNIT THIS RECORD TO THE CITY OF OXNARD DEVELOPMENT SERVICES DEPARTMENT. CERTIFIED \*AS-BUILT\* PLANS SHALL BE PROVIDED TO THE CITY OF OXNARD BY THE DEVELOPER'S ENGINEER BEFORE THE RELEASE FOR OCCUPANCY WILL BE ISSUED.
- ALL DAMAGE CAUSED TO PUBLIC STREETS, INCLUDING HAUL ROUTES, ALLEYS, SIDEWALKS, CURBS OR STREET FURNISHINGS, OR TO PRIVATE PROPERTY SHALL BE CIDE MALTIN, OURDO ON STREET FURNISHINGS, OR TO PRIVATE PROPERTY SHA REPARED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ENGINEER'S SATISFACTION.
- B. THE CONTRACTOR SHALL REMOVE AND REPLACE ANY EXISTING BROKEN OR DAMAGED SIDEWALK, CURB, CUTTER OR ASPHALT PAVING (PATCH, REPAIR OR OVERLAY) AND UPGRADE THE ALLEY ADJACENT TO THE PROPERTY TO CURRENT CITY STANDARDS AS DIRECTED BY THE CITY INSPECTOR.
- 9. SAWCUTTING OF EXISTING PAVEMENT SHALL BE TO A CLEAN STRAIGHT EDGE AS DIRECTED BY THE CITY INSPECTOR.
- 1D. PAVEMENT REMOVAL AND REPLACEMENT SHALL BE IN CONFORMANCE WITH THE CITY OF OXNARO STANDARDS AND SPECIFICATIONS. COMPACTION EFFORTS SHALL NOT DISTURB ADJACENT STREET STRUCTURAL SECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE.
- 11. ALL UNDERGROUND SEWER, STORM DRAIN, AND WATER PIPELINES, ELECTRIC POWER, TELEPHONE OR CABLE TV CONDUTS AND CABLE AND GAS PIPELINES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF CURBS, GUTTERS, SIGEWALKS, AND PAVEMENT.
- 12. WHERE JOINING THE EXISTING PAVEMENT, SAWCUT TO SOUND PAVEMENT AND OVERLAY AS REQUIRED TO PROVIDE PROPER GRADE AND 2% CROSS-SLOPE. ANY UNSOUND PAVEMENT SHALL BE REPLACED.
- 13. THE DEVELOPER SHALL OBTAIN FINAL APPROVAL OF REIMBURSEMENT AMOUNTS PRIOR TO BEGINNING CONSTRUCTION ON REIMBURSABLE ITEMS.
- 14, ALL WATER WELLS LOCATED WITHIN THE SITE SHALL BE REPORTED TO THE CITY OF OXNARD WATER SUPERINTENDENT PRIOR TO THEIR MODIFICATION OR DESTRUCTION (CITY OF OXNARD ORDINANCE NO. 2219).
- 15. STATIONS SHOWN ON STREET IMPROVEMENT DRAWINGS ARE ALONG CENTERLINE OF
- 16. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTATION DURING GRADING AND ALL SUBSEQUENT CONSTRUCTION. CONTRACTOR SHALL GIVE THE ENGINEER ADEQUATE NOTICE, BEFORE DISTURBING SAID MONUMENTS, SO THE ENGINEER CAN REPLACE OR RELOCATE ANY EXISTING SURVEY MONUMENTATION.

## DEVELOPMENT SERVICES DEPARTMENT STREET IMPROVEMENT PLAN COVER SHEET

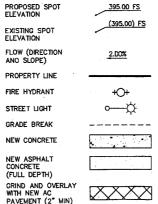
**ROSE AVENUE K-5 SCHOOL** 220 S DRISKILL ST **OXNARD, CA 93030** 

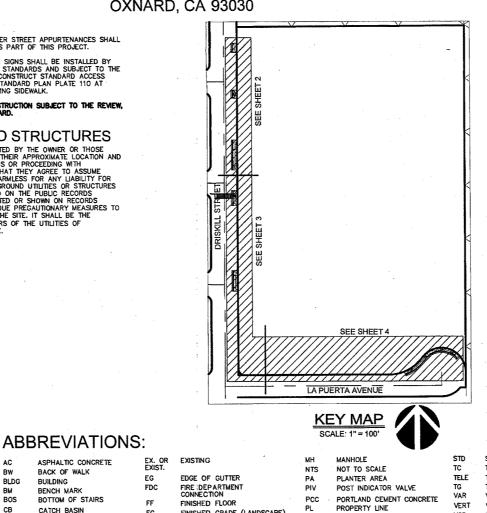
- 17. ALL MANHOLE RIMS, LIDS, VALVE BOXES AND OTHER STREET APPURTENANCES SHALL BE SET TO FINISH GRADE BY THE CONTRACTOR AS PART OF THIS PROJECT.
- 1B. STREET LIGHTS, STREET NAME SIGNS AND TRAFFIC SIGNS SHALL BE INSTALLED BY THE CONTRAGTOR IN ACCORDANCE WITH THE CITY STANDARDS AND SUBJECT TO THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. CONSTRUCT STANDARD ACCESS RAMP FOR THE PHYSICALLY DISABLED PER CITY STANDARD PLAN PLATE 110 AT EACH CURB RETURN AT EVERY INTERSECTION HAVING SIDEWALK.
- 19. THE WORK SHOWN ON THESE PLANS IS NEW CONSTRUCTION SUBJECT TO THE REVIEW, APPROVAL AND INSPECTION BY THE CITY OF OXNARD.

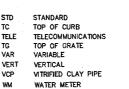
### CAUTION: UNDERGROUND STRUCTURES

ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR THOSE SHOWN ON RECORDS EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE OEVELOPER, BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERERO, UNDERSTANDS THAT THEY AGREE TO ASSUME LUABILITY, AND AGREE TO HOLD THE UNDERSIGNED HARNLESS FOR ANY LUABILITY FOR DAMAGE RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED MARNLESS FOR ANY LUABILITY FOR DAMAGE TA VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED, LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED, THE CONTRACTOR IS REQUIRED TO TAKE DUE PREGAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OF STRUCTURES CONCERNED BEFORE STARTING TO WORK.

## LEGEND:



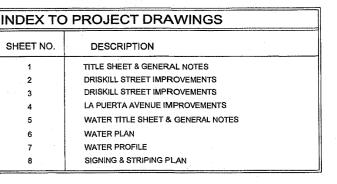


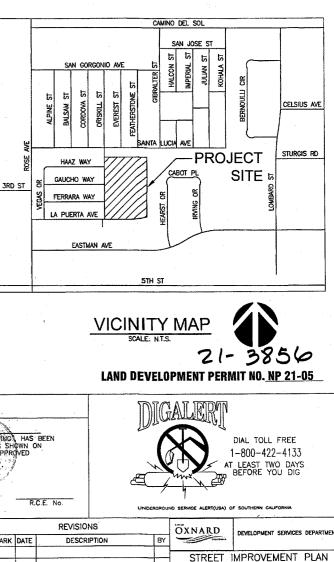


WATER, WIDTH, WEST

AC 3W BLDG BM 30S CB CC CC CC CC CC CC CC CC CC CC CC CC	ASPHALTIC CONCRETE BACK OF WALK BUILDING BENCH WARK BOTTOM OF STAIRS CATCH BASIN CAST IRON CENTER LINE CONCRETE MASONRY UNIT CLEANOUT CONCRETE CURB FACE DOMESTIC WATER ELEVATION ELECTRIC, ELECTRICAL	EX. OR EXIST. EG FDC FF FS FN HDPE HP INV. LP MAX. MIN.	EXISTING EDGE OF GUTTER FIRE DEPARTMENT CONNECTION FINISHED FLOOR FINISHED FLOOR FINISHED GRADE (LANDSCAPE) FINISHED SURFACE (HARDSCAPE) FIRE HYDRANT FOOT OR FEET FIRE SERVICE GATE VALVE HIGH DENSITY POLYETHEYNE HIGH POINT INVERT LOW POINT MAXIMUM MINIMUM	MH NTS PA PIV PCC PL POC R RTNG REV R/W S SD SDWK SF SS STA	MANHOLE NOT TO SCALE PLANTER AREA POST INDICATOR VALV PORTLAND CEMENT CC PROPERTY LINE POINT OF CONNECTION RIDGE LINE RETAINING REVSED, REVISION RIGHT OF WAY SEWER, SOUTH STORM DRAIN SIOEWALK SOUTH SOUTH SANTARY SEWER STATION
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ſ	APPROVAL BY CONSULTANTS	BENCH MARK	OWNER'S AGEN	T	AS-BUILT CERTIFICAT	E	DIGALE
	THIS PLAN IS ACCEPTABLE IN REGARD TO SOILS AND GEOLOGIC CONDITIONS AND CONFORMS TO THE RECOMMENDATIONS OF SUPPORTIVE REPORTS.	VENTURA COUNTY BENCHMARK 44-2, VCPID 588 ELEVATION 58.44 NAVO BB	AGENT <u>DANA MILLER</u> 24 HRS. PHONE No. (805) <u>816-0717</u>		I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING SHEET NOTHROUGH, MARKED AS "RECORD C CONSTRUCTED IN CONFORMANCE WITH LINES AND "GRADES SAID PLANS, ORAWINGS, REFERENCED SPECIFICATIONS,"AM CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.	NG RWINCA HAS BEEN I AS SHOWN ON DI APPRIVED	
	SOILS ENGINE REPORT(S) No. 30-1393G.1 11-27-17 DATEO	F.E.M.A.	NOTICE OF INTENT	-		đ đ	E mar
	<u>30–13937</u> <u>2553</u> <u>DATED</u>	FLOOD ZONE FROM F.I.R.M	THE LAND OWNERS MUST FILE A NOTICE OF INTENT (N WATER RESOURCES CONTROL BOARD WHEN THE GRADI RESULTS IN LAND DISTURBANCE OF ONE ACRE OR MO	NG CONSTRUCTION ACTIVITY	OATE SIGNATURE	R.C.E. No.	UNDERGROUND SERVICE ALE
	ENGINEERIC COC REPORT No. 30-1393G.r1	EARTHWORK QUANTITIES:	PREPARED BY:	PLACE THE ENGINEER'S SEAL IN THIS SPACE	RECOMMENDED FOR ALTROTAL	REVISIONS	
CHUT J PT TE	BY: Dharmest Amin 2553 SOILS ENGINEER 10/29/24 C.E.	CUT= CU. YDS. FILL= CU. YDS. EXPORT= CU. YDS.	BRANDOW & JOHNSTON STRUCTURAL-CAL ENGINEERS (BJ HBK, INC.) TO S FLOWER ST 151600, LOS ANGELES, CA 60017 TC (213) 556-550 BURGET C 017460 BURGET C 017460	PULLISSING OF	PUBLIC WORKS M. HOR CITY ENGINEER 12/5	4- a	STR TITLE
2057	COMPANY CONSTRUCTION TESTING, MARCH 21 20 23	IMPORT=CU. YOS.			FIRE FIRE ALSWAL MISTER		APPROVED:
THE OF CALIFO	BY: Muncust J. Aut. 2385 ENGINEERING GEOLOGIST G.E.	DESIGNATED SITE FOR IMPORT/EXPORT:	CB0534 3~14-2023	FOR BRANDON & JOHNSTON 2/09/2024		REVIEWED BY: Jan Mar 12.	-6-202 DATE DESIGN BY:
	COMPANY: CONSTRUCTION TESTING MARCH 21 2023		R.C.E. No. DATE			1	DATE CHECKED BY





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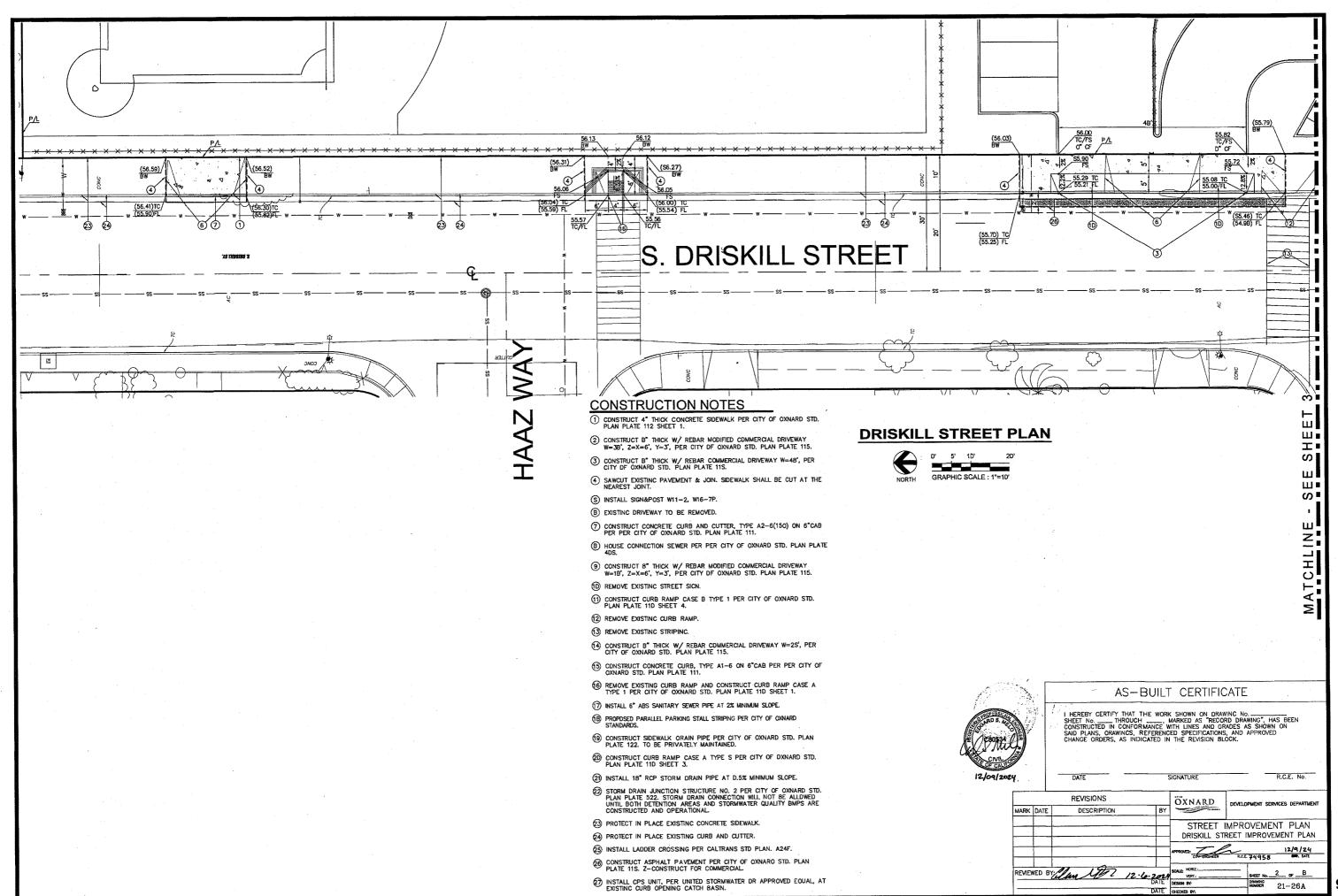
TITLE SHEET & GENERAL NOTES DITY ENGINEER R.C.E. 74958

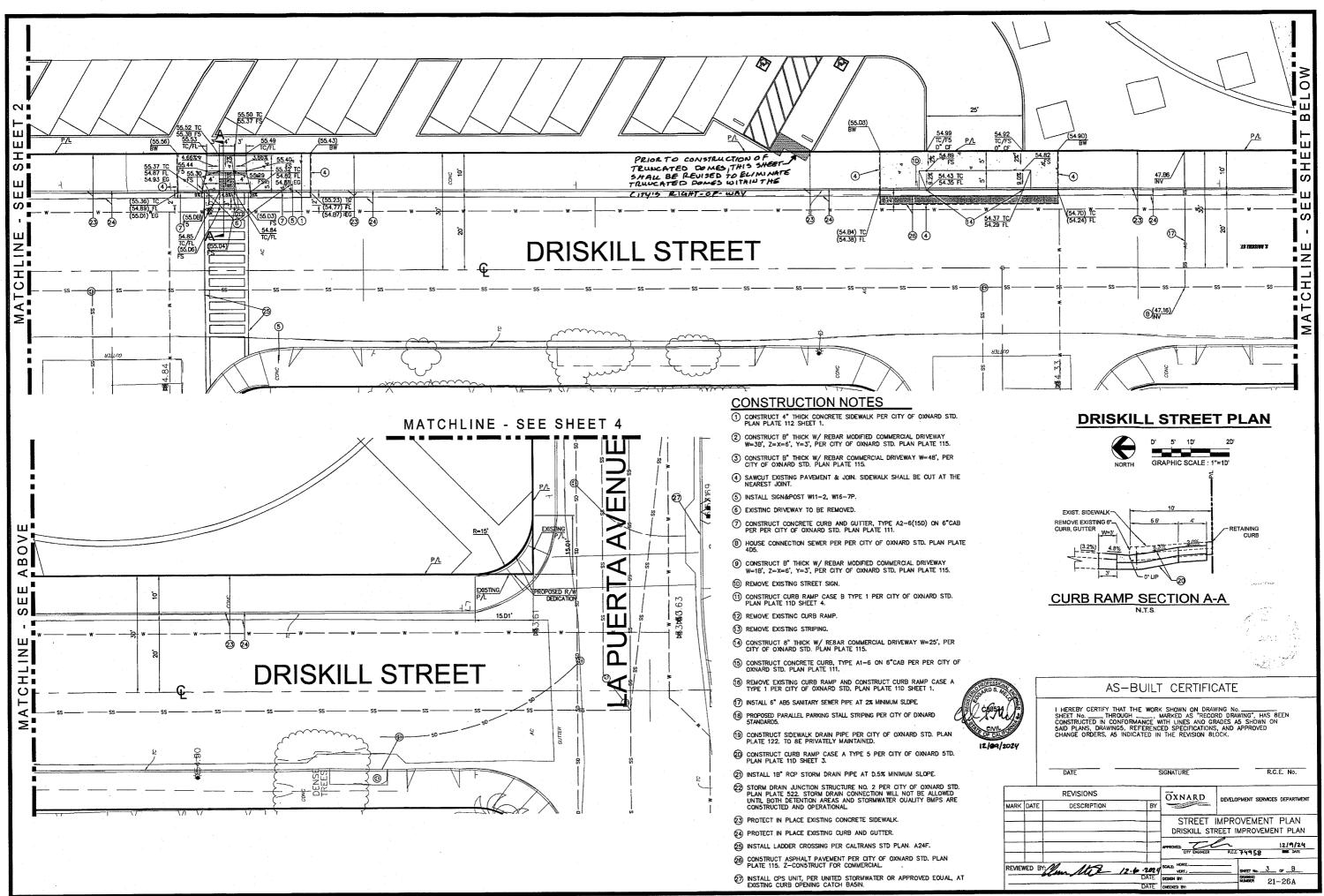
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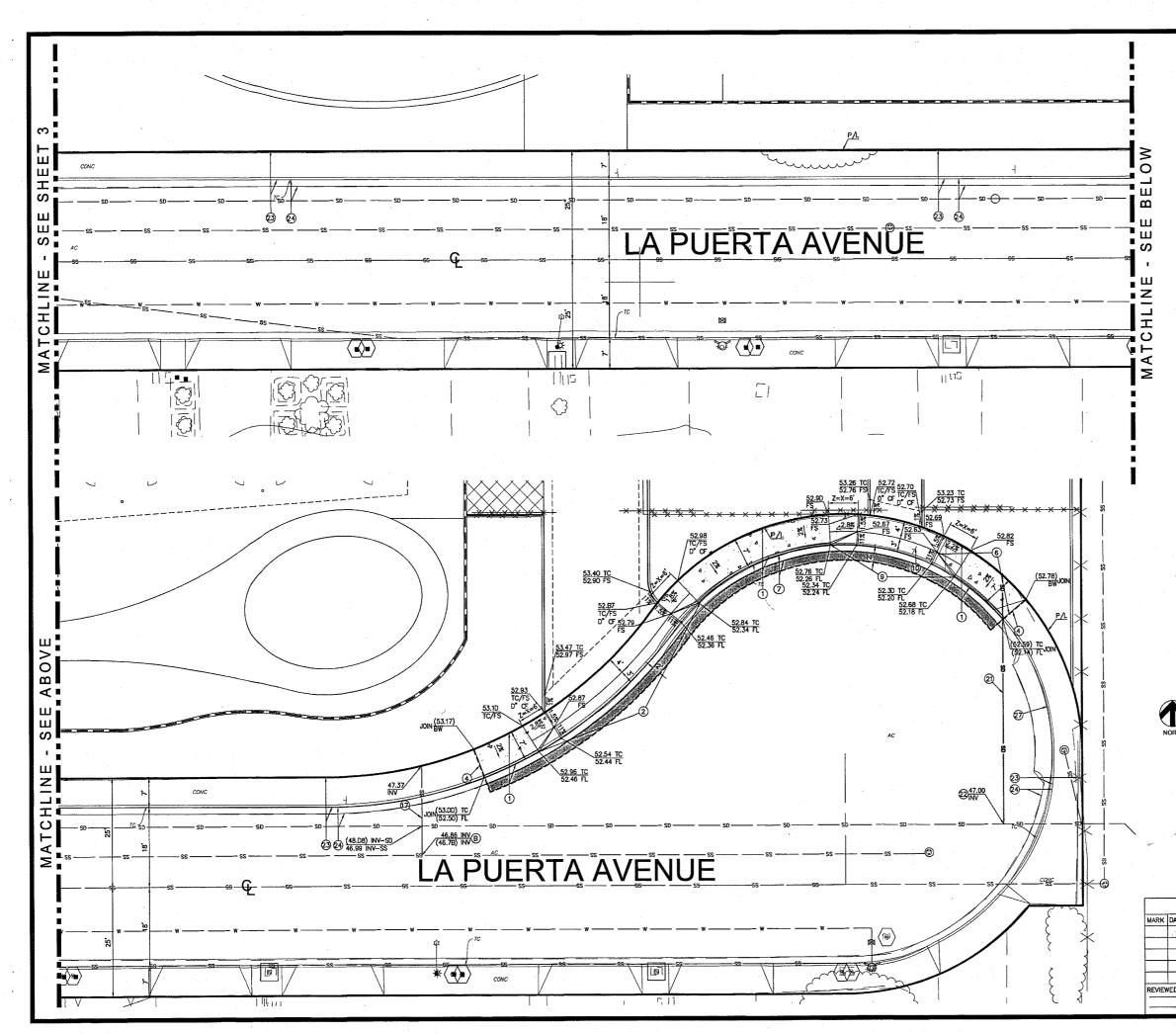
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21-26A







### CONSTRUCTION NOTES

- () CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF OXNARD STD. PLAN PLATE 112 SHEET 1.
- (2) CONSTRUCT 8" THICK W/ REBAR MODIFIED COMMERCIAL DRIVEWAY W=38', Z=X=6', Y=3', PER CITY OF OXNARD STD. PLAN PLATE 115.
- (3) CONSTRUCT B" THICK W/ REBAR COMMERCIAL DRIVEWAY W=48', PER CITY OF OXNARD STD. PLAN PLATE 115.
- SAWCUT EXISTING PAVEMENT & JOIN. SIDEWALK SHALL BE CUT AT THE NEAREST JOINT.
   INSTALL SIGN&POST W11-2, W16-7P.
- 6 EXISTING DRIVEWAY TO BE REMOVED.
- (7) CONSTRUCT CONCRETE CURB AND GUTTER, TYPE A2-6(150) ON 6"CAB PER PER CITY OF OXNARD STD. PLAN PLATE 111.
- (a) house connection sewer per per city of oxnard STD plan plate 405.
- (M) construct 8" thick w/ rebar modified commercial driveway w=18', z=x=6', y=3', per city of oxnard std. plan plate 115.
- ( REMOVE EXISTING STREET SIGN.
- (1) construct curb ramp case b type 1 per city of oxnard Std. Plan plate 110 sheet 4.
- (2) REMOVE EXISTING CURB RAMP.
- (3) REMOVE EXISTING STRIPING.
- 0 construct b" thick w/ rebar commercial driveway w=25', per city of oxnard Std. Plan Plate 115.
- (5) CONSTRUCT CONCRETE CURB, TYPE A1-6 ON 6\*CAB PER PER CITY OF OXNARD STD. PLAN PLATE 111.
- (6) REMOVE EXISTING CURB RAMP AND CONSTRUCT CURB RAMP CASE A TYPE 1 PER CITY OF OXNARD STD. PLAN PLATE 110 SHEET 1.
- (7) INSTALL 6" ABS SANITARY SEWER PIPE AT 2% MINIMUM SLOPE.
- (8) PROPOSED PARALLEL PARKING STALL STRIPING PER CITY OF OXNARD STANDARDS.
- (9) CONSTRUCT SIDEWALK DRAIN PIPE PER CITY OF OXNARD STD. PLAN PLATE 122. TO BE PRIVATELY MAINTAINED.
- 0 construct curb ramp case a type 5 per city of oxnard std. Plan plate 110 sheet 3.
- (2) INSTALL 18" RCP STORM DRAIN PIPE AT 0.5% MINIMUM SLOPE.
- 22 STORM DRAIN JUNCTION STRUCTURE NO. 2 PER CITY OF OXNARD STD. PLAN PLATE 522. STORM DRAIN CONNECTION WILL NOT BE ALLOWED UNTIL BOTH DETENTION AREAS AND STORMWATER OUALITY BMPS ARE CONSTRUCTED AND OPERATIONAL.
- 3 PROTECT IN PLACE EXISTING CONCRETE SIDEWALK.
- (4) PROTECT IN PLACE EXISTING CURB AND GUTTER.
- (5) INSTALL LADDER CROSSING PER CALTRANS STD PLAN. A24F.

D' 5' 10'

- CONSTRUCT ASPHALT PAVEMENT PER CITY OF OXNARD STD. PLAN PLATE 115. Z-CONSTRUCT FOR COMMERCIAL
- INSTALL CPS UNIT, PER UNITED STORMWATER OR APPROVED EQUAL, AT EXISTING GURB OPENING CATCH BASIN.

### LA PUERTA AVENUE PLAN

GRAPHIC SCALE : 1"=10"

20'

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-	12/09/2024

#### AS-BUILT CERTIFICATE

	DATE	Ş	SIGNATURE	R.C.E. No.
	REVISIONS		ÖXNARD	DEVELOPMENT SERVICES DEPARTMENT
ATE	DESCRIPTION	BY		DEVELOPMENT SERVICES DEPARTMENT
	······································			MPROVEMENT PLAN VENUE IMPROVEMENT PLAN
	· · · · · · · · · · · · · · · · · · ·			R.C.E. 74958 DATE
DB1	Clan Itil 12.6	-2024 DATE	SCALE: HORIZ:	SHEET No. 4_ OF 8
		DATE	DESIGN BY: CHECKED BY:	NUMBER 21-26A



#### WATER NOTES:

- THE WATER SYSTEM SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CITY OF OXNARO DEPARTMENT OF PUBLIC WORKS STANDAROS. "STANDARO SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (SSPWC), ANO THE CITY OF OXNARO STANDARO LAND DEVELOPMENT SPECIFICATIONS.
- 2. CONTRACTOR SHALL NOTIFY THE CITY INSPECTION DIVISION AND ALL OTHER INTERESTED PARTIES AND ARRANGE FOR A PRECONSTRUCTION CONFERENCE 4B HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION (PHONE 385-7B40).
- 3. AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCINC ANY EXCAVATION, THE AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCINC ANY EXCAVATION, THE CONTRACTOR SHALL CONTRACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA – U.S.A.) AT 1-BOO-422-4133 TO OBTAIN AN INQUIRY IDENTIFICATION NUMBER AND TO REQUEST THE UTILITY OWNERS TO MARK OR OTHERWISE INDICATE THE LOCATION OF THEIR SUBSLIFRACE FACILITIES. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF THEIR SUBSLIFRACE FACILITIES. THE CONTRACTOR SHALL DETERMINE THE LOCATION AND DEPTH OF ALL UTILITES, INCLUDING ALL SERVICE CONNECTIONS, WHICH HAVE BEEN MARKED BY THE RESPECTIVE OWNERS AND WHICH MAY AFFECT OR BY AFFECTED BY ITS OPERATIONS. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITES AND THE STRUCTURES FOUND AT THE STE.
- 4. ALL PERMITS NECESSARY PRIOR TO BEGINNING CONSTRUCTION SHALL BE OBTAINED BY THE CONTRACTOR.
- 5. THROUCHOUT ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, UNTIL FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND OEBRIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE BY CLEANING, SWEEPING, AND SPRINKLINC WITH WATER AND USINC OUST FENCES OR OTHER METHODS AS DIRECTED BY THE CITY THROUGHOUT THE CONSTRUCTION OPERATION.
- 6. THE DEVELOPER'S ENGINEER SHALL KEEP A STRICT RECTORO OF THE LOCATION OF ALL FITTINGS, MAINS, AND CONNECTIONS. THIS INFORMATION SHALL BE SUBMITTED TO THE CITY OF OXNARD DEVELOPMENT SERVICES DEPARTMENT AS CERTIFIED "AS-BUILT" PLANS. THE "AS-BUILT" PLANS SHALL BE SUBMITTED BY THE DEVELOPER'S ENGINEER BEFORE THE RELEASE OF OCCUPANCY OR WATER METER INSTALLATION.
- ALL DAMAGE CAUSED TO PUBLIC STREETS, INCLUDING HAUL ROUTES, ALLEYS, SIDEWALKS, CURBS OR STREET FURNISHINGS, OR TO PRIVATE PROPERTY SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ENCINEER'S SATISFACTION.
- B. SAWCUT EXISTING PAVEMENT TO A CLEAN STRAIGHT EDGE AS DIRECTED BY THE CITY INSPECTOR.
- PAVEMENT REMOVAL AND REPLACEMENT SHALL BE IN CONFORMANCE WITH THE CITY OF OXNARD STANDAROS AND SPECIFICATIONS. COMPACTION EFFORTS SHALL NOT OISTRUB ADJACENT STREET STRUCTURAL SECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SUCH DAMAGE
- 10. ALL UNDERGROUND SEWER, STORM DRAIN, ANO WATER PIPELINES, ELECTRIC POWER, TELEPHONE OR CABLE TV CONDUITS AND CABLE AND GAS PIPELINES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF CURBS, GUTTERS, SIDEWALKS, AND PAVEMENT.
- 11. AT LEAST TWO (2) WORKING DAYS BEFORE COMMENCING EXCAVATION FOR THE WATER, THE CONTRACTOR SHALL POTHOLE AND EXPOSE THE EXISTING UTILITIES AT ALL CROSSING AND AT THE POINT OF TE-IN; THEN CONTACT THE ENGINEER SO THE ELEVATION OF THE EXISTING FACILITIES CAN BE VERIFIED.
- 12. THE DEVELOPER SHALL OBTAIN FINAL APPROVAL OF REIMBURSEMENT AMOUNTS PRIOR TO BEGINNING CONSTRUCTION ON REIMBURSABLE ITEMS.
- 13. ALL WATER WELLS LOCATED WITHIN THE SITE SHALL BE REPORTED TO THE CITY OF ALL WATER WELLS LOCATED WITHIN THE SITE SHALL BE REPORTED TO THE OT OF ON OXNARO WATER SUPERINTENDENT PRIOR TO THEIR MODIFICATION OR DESTRUCTION (CITY OF OXNARD ORDINANCE NO. 2219). A SEPARATE PERMIT FROM THE CITY IS REQUIRED PRIOR TO DRILLING, ALTERING OR ABANDONINC A WATER WELL.
- 14. STATIONS SHOWN ON WATER DRAWINGS ARE ALONC CENTERLINE OF WATER MAIN.
- 15. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTATION DURING GRADING AND ALL SUBSEQUENT CONSTRUCTION. CONTRACTOR SHALL GVE THE ENGINEER ADEQUATE NOTICE, BEFORE DISTURBING SAID MONUMENTS, SO THE ENGINEER CAN REPLACE OR RELOCATE ANY EXISTING SURVEY MONUMENTATION.
- 16. SEPARATION OF SEWER AND WATER SHALL BE IN CONFORMANCE WITH THE LATEST REQUIREMENTS OF THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH.

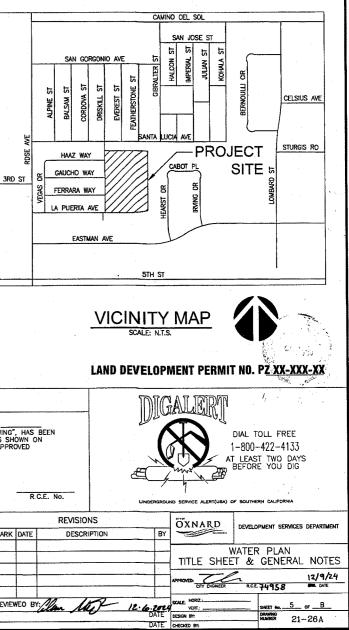
## DEVELOPMENT SERVICES DEPARTMENT WATER IMPROVEMENT PLAN COVER SHEET

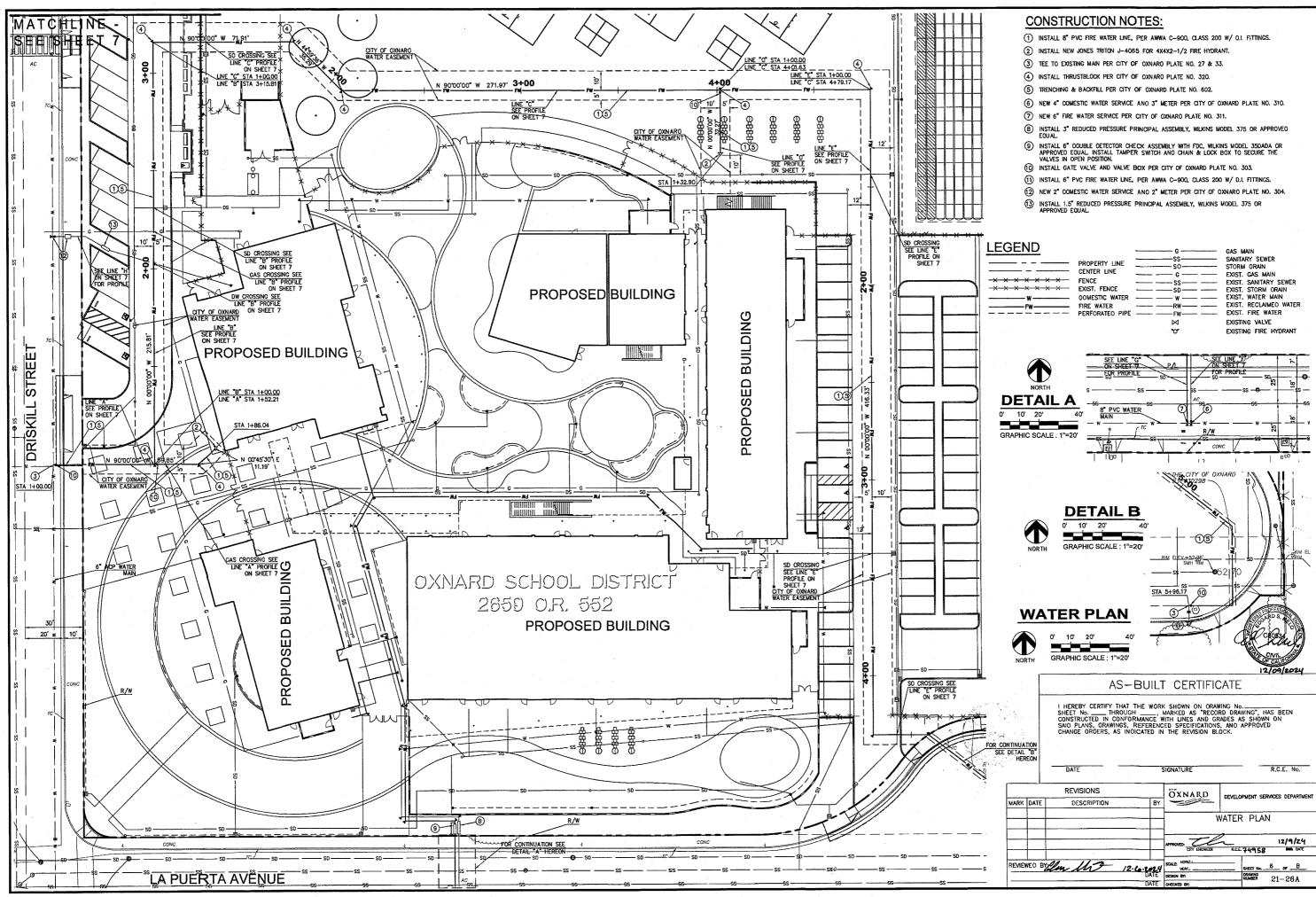
**ROSE AVENUE K-5 SCHOOL** 220 S DRISKILL ST OXNARD, CA 93030

- 17. VERTICAL TRENCH SHORING SHALL CONFORM WITH THE ORDERS OF THE STATE OF CALIFORNIA, DIVISION OF INDUSTRIAL (OIS) SAFETY AND O.S.H.A. STANDARDS. CONTRACTOR SHALL HAVE DIS EXCAVATION PERMIT (COPY TO CITY).
- 1B. TRENCHES SHALL BE BACKFILL IN ACCORDANCE WITH CITY OF OXNARD STANDARD PLATES.
- 19. STERILIZATION AND TESTING THE NEW INSTALLATION SHALL BE COMPLETE PRIOR TO MAKING FINAL CONNECTION TO THE EXISTING SYSTEM. THE CONTRACTOR SHALL SEE THAT ALL VALVES IN THE SYSTEM REMAIN OPEN AFTER THE TEST.
- 20. WATER SERVICES WITH DOUBLE METER STOPS, TAIL ASSEMBLY AND METER BOX SHALL BE INSTALLED PER CITY OF OXNARD STANDARD PLAN PLATES BY THE CONTRACTOR. THE CITY OF OXNARD WILL SET THE METERS AFTER FINANCIAL ARRANGEMENTS ARE MADE.
- ALL VALVES SHALL BE MUELLER RS GATE VALVES OR APPROVED EQUAL ANO SHOP COATED WITH AN APPROVED THERMO TYPE EPOXY.
- 22. ALL VALVE BOXES SHALL BE SET TO FINISH CRAOE BY THE CONTRACTOR AS PART OF THIS PROJECT.
- 23. 12 GAUGE COPPER LOCATION WIRE SHALL BE INSTALLED ON ALL PVC PIPE MAINS AND ON 14 CAUGE INSULATED POLYETHYLENE WATER SERVICES.
- 24. ALL FIRE HYDRANTS SHALL BE BRONZE, BURYS AND SPOOLS SHALL BE COATED ON THE INTERIOR FERROUS SURFACES WITH AN APPROVED THERMO TYPE EPOXY.
- 25. ADEQUATE FIRE PROTECTION AS OFTERMINED BY THE FIRE CHIEF SHALL BE AVAILABLE PRIOR TO THE ISSUANCE OF BUILDINC PERMIT.
- 26. CONTRACTOR SHALL PROVIDE THE WATER OVISION WITH 4B HOURS ADVANCED NOTICE WHEN REQUESTING VALVE CLOSURES.
- 27. THE WORK SHOWN ON THESE PLANS IS NEW CONSTRUCTION SUBJECT TO THE REVIEW, APPROVAL AND INSPECTION BY THE CITY OF OXNARD.

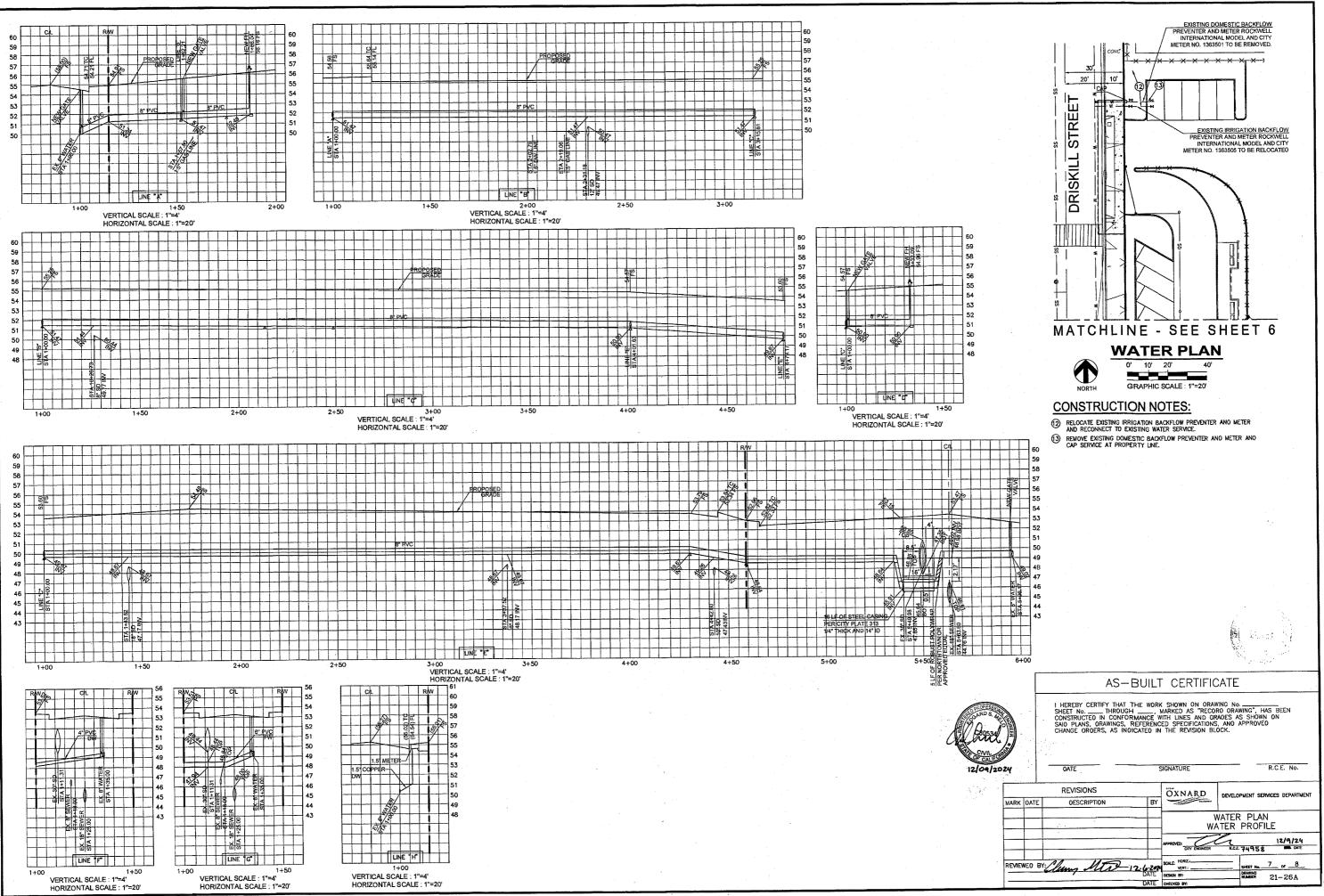
OWNER'S AGEN	Г	AS-BUILT CER	TIFICATE
AGENT <u>DANA MILLER</u> 24 hrs. phone no. (805) <u>816–0717</u>		I HEREBY CERTIFY THAT THE WORK SHOWN ( SHEET NO THROUCH, MARKED AS CONSTRUCTED IN CONFORMANCE WITH LINES SAIO PLANS, ORAWINOS, REFERENCEO SPECIF CHANGE ORDERS, AS INDICATEO IN THE REVI	S "RECORO DRAWING", H ANO GRADES AS SHOW! TICATIONS, ANO APPROVE
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REPARED BY:	PLACE THE ENGINEER'S SEAL IN THIS SPACE	BENCH MARK	MARK DA
BRANDOW & JOHNSTON STRUCTURAL-CYNL ENGINEERS (BLA HEK, NC) Tr. 1945 Tr. 1945 CB0534 BLJPALET F CTT 440 3-14-2023		VENTURA COUNTY BENCHMARK 44-2, VCPID 5BB ELEVATION 58.44* NAVD8B	REVIEWEO
R.C.E. No. DATE .	· · · · · · · · · · · · · · · · · · ·		

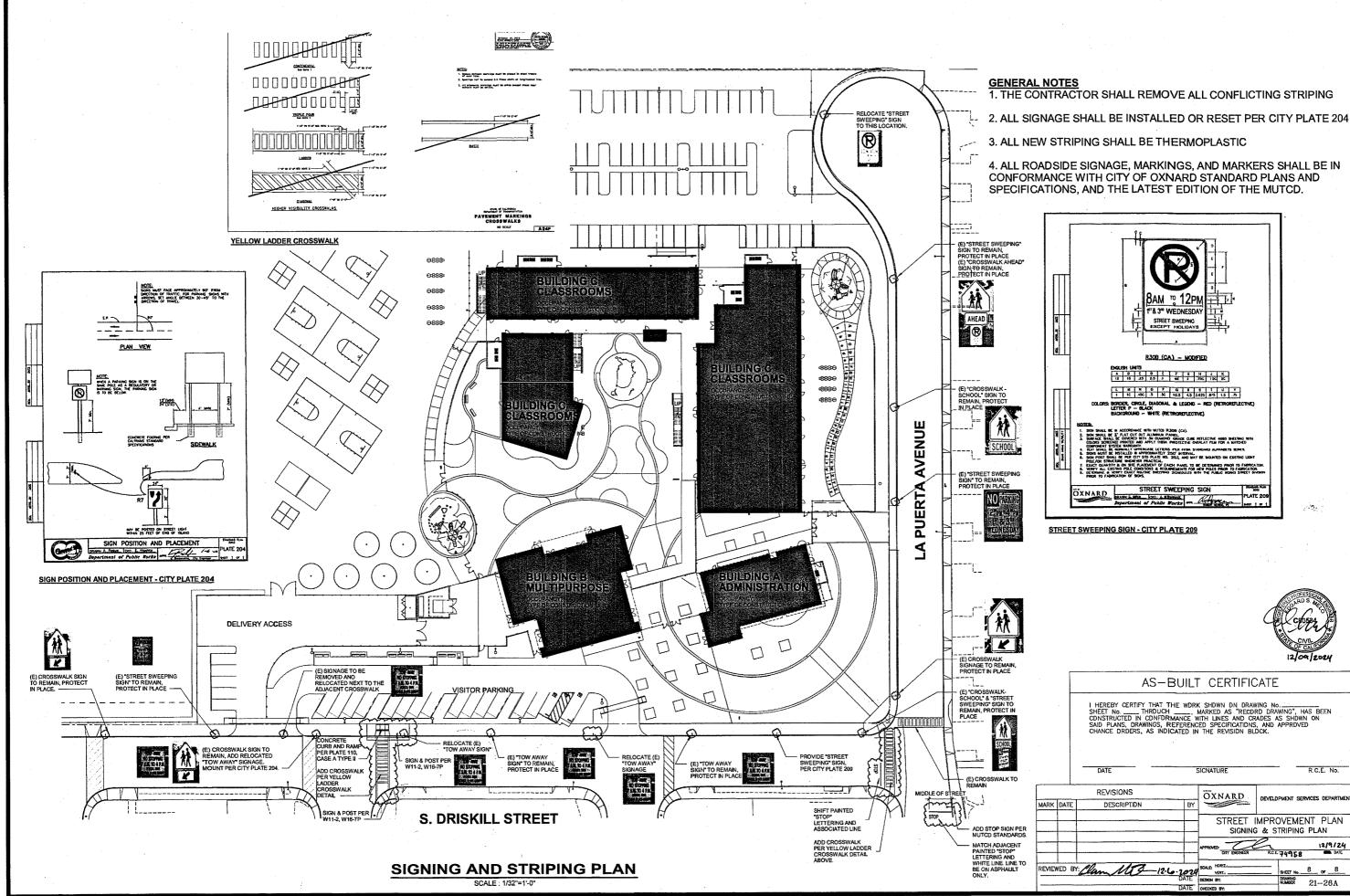
INDEX TO PROJECT DRAWINGS						
SHEET NO.	DESCRIPTION					
5	TITLE SHEET & GENERAL NOTES					
6	WATER PLAN					
7	WATER PROFILE					





	REVISIONS		ÖXNARD	DEVELOPMENT SERVICES DEPARTMENT
DATE	DESCRIPTION	BY	Charles	DEVELOPMENT SERVICES DEPARTMENT
			٧	VATER PLAN
				RCE 74958 M DATE
WEO BY	in the 12	- Co-2024 DATE	SCALLE: HORIZ.	SHEET No. 6 OF B
		DATE	Design By: Checked By:	NAMBER 21-26A





# R.C.E. No. EVELOPMENT SERVICES DEPARTME STREET IMPROVEMENT PLAN 12/9/24 DATE



### Subject: Rose Ave Elementary School 220 South Driskill Street, Oxnard, CA 93030 Plan Revision Narrative

B&J Proj. No: C17-0460

### Revisions to Offsite Sheet 2

- 1) Existing curb ramp reconstructed to meet City Standards
- 2) Construction Notes 4, 22, and 26 updated per City feedback
- Construction Note 16 revised to reconstruct existing curb ramp rather than just installing truncated domes to existing curb ramp

#### Revisions to Sheet 3

- 1) Construction Notes 4, 22, and 26 updated per City feedback
- 2) Construction Note 16 revised to reconstruct existing curb ramp rather than just installing truncated domes to existing curb ramp

#### Revisions to Sheet 4

- 1) Construction Notes 4, 22, and 26 updated per City feedback
- 2) Construction Note 16 revised to reconstruct existing curb ramp rather than just installing truncated domes to existing curb ramp
- 3) Proposed storm drain line shifted easterly to provide more clearance to relocated fire hydrant water line.

### Revisions to Offsite (Previously) Sheet 6

1) Sheet removed per City feedback

### Revisions to Offsite Sheet 6

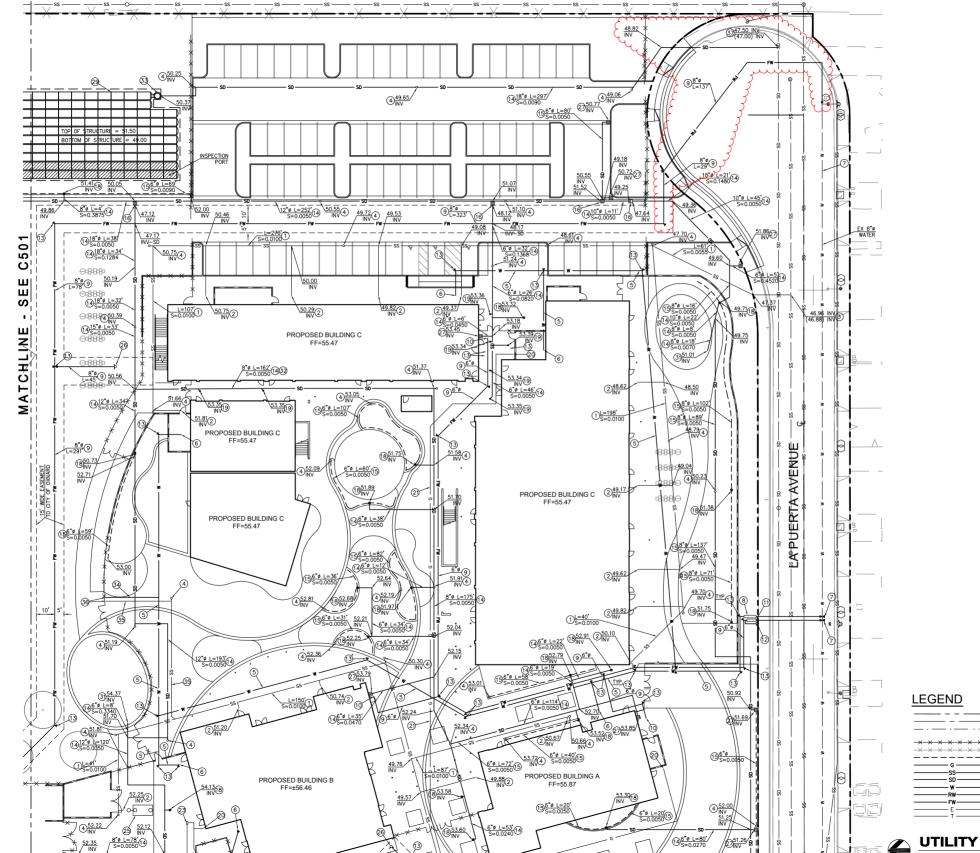
1) Proposed Fire hydrant water line shifted easterly to avoid crossing existing sewer line

### Revisions to Offsite Sheet 7

1) Water Line Profile for Line E within public right-of-way revised per plan changes

### Revisions to Onsite - Sheet C502

- 1) Storm Drain line at La Puerta cul-de-sac revised per offsite revisions
- 2) Fire Water line at La Puerta cul-de-sac revised per offsite revisions



#### CONSTRUCTION NOTES:

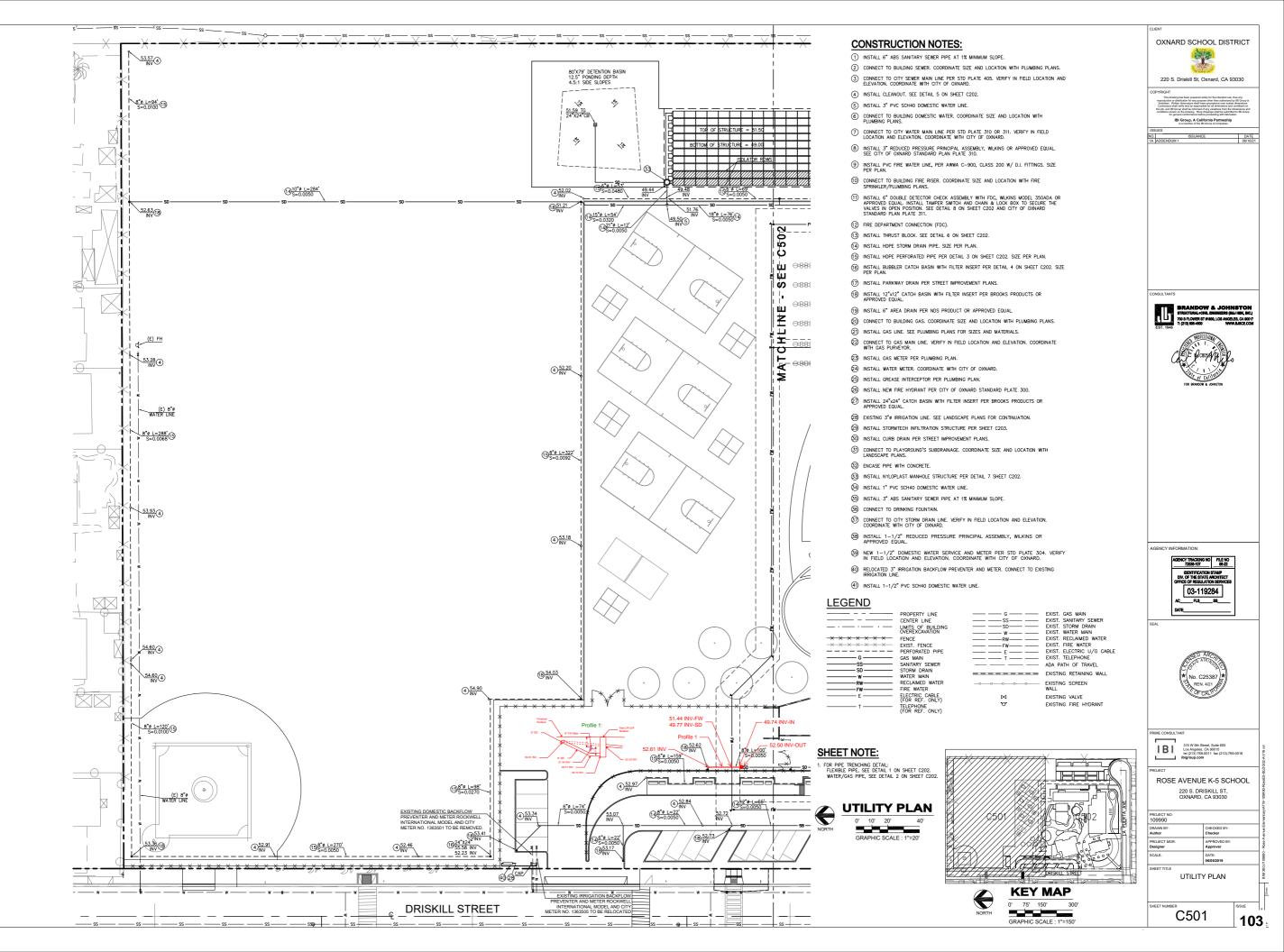
- (1) INSTALL 6" ABS SANITARY SEWER PIPE AT 1% MINIMUM SLOPE.
- (2) CONNECT TO BUILDING SEWER. COORDINATE SIZE AND LOCATION WITH PLUMBING
- CONNECT TO CITY SEWER MAIN LINE PER STD PLATE 405. VERIFY IN FIELD LOC ELEVATION. COORDINATE WITH CITY OF OXNARD.
- (4) INSTALL CLEANOUT. SEE DETAIL 5 ON SHEET C202.
- (5) INSTALL 3" PVC SCH40 DOMESTIC WATER LINE.
- (6) CONNECT TO BUILDING DOMESTIC WATER. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS.
- CONNECT TO CITY WATER MAIN LINE PER STD PLATE 310 OR 311. VERIFY IN FILLOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD.
- (8) INSTALL 3\* REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS OR APPROVED I SEE CITY OF OXNARD STANDARD PLAN PLATE 310.
- INSTALL PVC FIRE WATER LINE, PER AWWA C-900, CLASS 200 W/ D.I. FITTING PER PLAN.
- CONNECT TO BUILDING FIRE RISER. COORDINATE SIZE AND LOCATION WITH FIRE SPRINKLER/PLUMBING PLANS.
- (1) INSTALL 6\* DOUBLE DETECTOR CHECK ASSEMBLY WITH FDC, WILKINS MODEL 355 APPROVED EQUAL INSTALL TAMPER SWITCH AND CHAIN & LOCK BOX TO SECUP VALVES IN OPEN POSITION, SEE DETAIL 8 ON SHEET C202 AND CITY OF OXNAR STANDARD PLAN PLATE 311.
- (12) FIRE DEPARTMENT CONNECTION (FDC).
- (3) INSTALL THRUST BLOCK. SEE DETAIL 6 ON SHEET C202.
- (14) INSTALL HDPE STORM DRAIN PIPE. SIZE PER PLAN.
- (5) INSTALL HDPE PERFORATED PIPE PER DETAIL 3 ON SHEET C202. SIZE PER PLA
- (6) INSTALL 24"X24" BUBBLER CATCH BASIN WITH FILTER INSERT PER DETAIL 4 ON C202.
- () INSTALL PARKWAY DRAIN PER STREET IMPROVEMENT PLANS.
- (8) INSTALL 12"x12" CATCH BASIN WITH FILTER INSERT PER BROOKS PRODUCTS OR APPROVED EQUAL.
- (9) INSTALL 6" AREA DRAIN PER NDS PRODUCT OR APPROVED EQUAL.
- O CONNECT TO BUILDING GAS. COORDINATE SIZE AND LOCATION WITH PLUMBING F
- (2) INSTALL GAS LINE. SEE PLUMBING PLANS FOR SIZES AND MATERIALS.
- CONNECT TO GAS MAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COOR WITH GAS PURVEYOR.
- 3 INSTALL GAS METER PER PLUMBING PLAN.
- (4) INSTALL WATER METER. COORDINATE WITH CITY OF OXNARD.
- (5) INSTALL GREASE INTERCEPTOR PER PLUMBING PLAN.
- 0 install new fire hydrant per city of oxnard standard plate 300.
- INSTALL 24"x24" CATCH BASIN WITH FILTER INSERT PER BROOKS PRODUCTS OF APPROVED EQUAL.
- $\textcircled{\sc 28}$  existing 3" irrigation line. See Landscape plans for continuation.
- (2) INSTALL STORMTECH INFILTRATION STRUCTURE PER SHEET C203.
- 30 INSTALL CURB DRAIN PER STREET IMPROVEMENT PLANS.
- (3) CONNECT TO PLAYGROUND'S SUBDRAINAGE. COORDINATE SIZE AND LOCATION W LANDSCAPE PLANS.
- 3 ENCASE PIPE WITH CONCRETE.
- (33) INSTALL NYLOPLAST MANHOLE STRUCTURE PER DETAIL 7 SHEET C202.
- 3 INSTALL 1" PVC SCH40 DOMESTIC WATER LINE.
- (3) INSTALL 3" ABS SANITARY SEWER PIPE AT 1% MINIMUM SLOPE.
- 36 CONNECT TO DRINKING FOUNTAIN.
- CONNECT TO CITY STORM DRAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATIO COORDINATE WITH CITY OF OXNARD.
- INSTALL 1-1/2" REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS OF APPROVED EQUAL.
- (3) NEW 1-1/2" DOMESTIC WATER SERVICE AND METER PER STD PLATE 30 IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD.
- RELOCATED 3" IRRIGATION BACKFLOW PREVENTER AND METER. CONNECT TO EXI IRRIGATION LINE.
- (1) INSTALL 1-1/2" PVC SCH40 DOMESTIC WATER LINE.

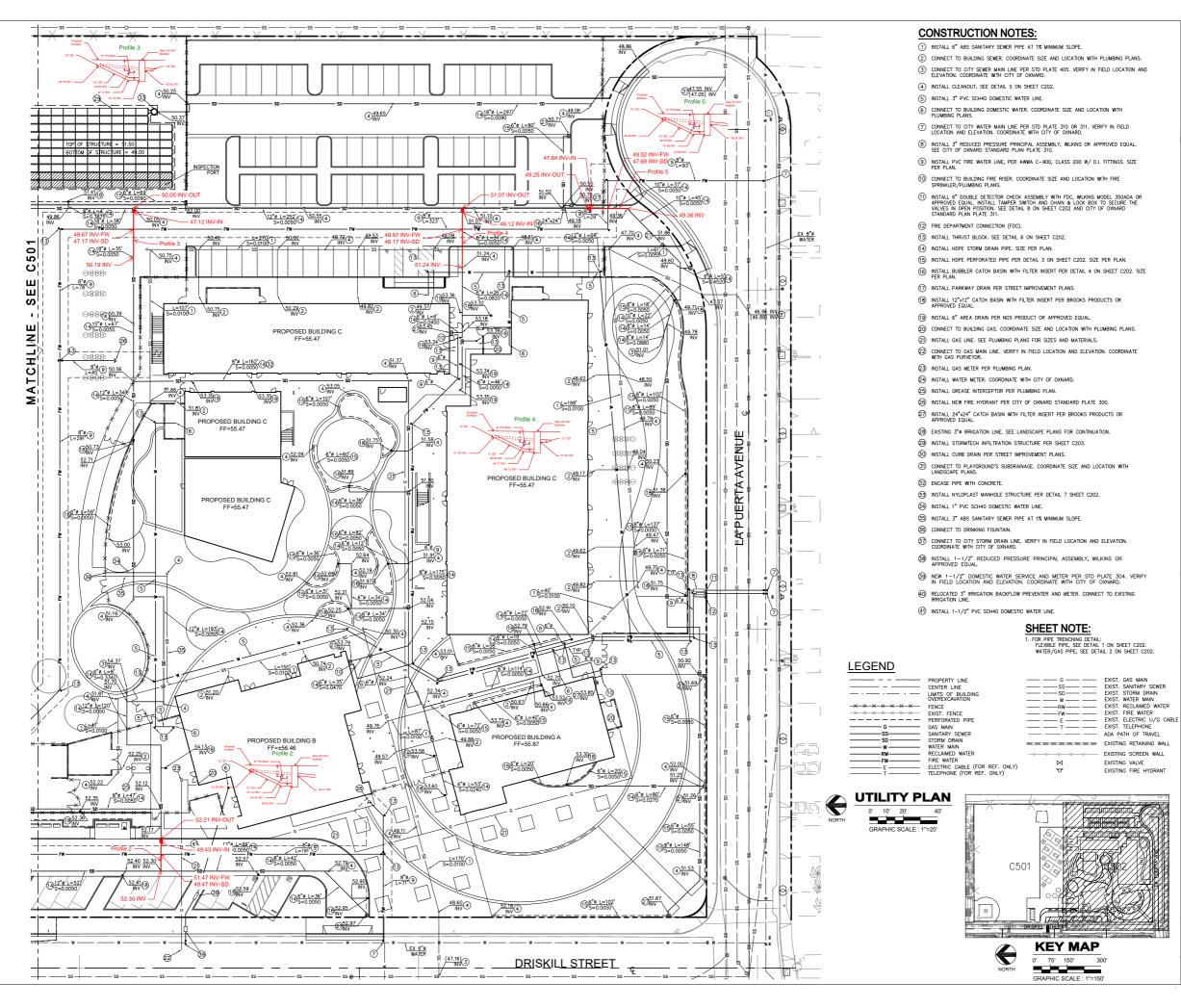
#### SHEET NOTE:

1. FOR PIPE TRENCHING DETAIL: FLEXIBLE PIPE, SEE DETAIL 1 ON SHEET C202. WATER/GAS PIPE, SEE DETAIL 2 ON SHEET C202.

PROPERTY LINE	G	EXIST.
CENTER LINE		EXIST.
LIMITS OF BUILDING	SD	EXIST.
OVEREXCAVATION	w	EXIST.
FENCE		EXIST.
EXIST. FENCE	FW	EXIST.
PERFORATED PIPE	——— E ———	EXIST.
GAS MAIN	T	EXIST.
SANITARY SEWER		ADA P
STORM DRAIN		EXISTIN
WATER MAIN		LAISTI
RECLAIMED WATER	-0-0-0-0-0	EXISTIN
	M	EXISTIN
ELECTRIC CABLE (FOR REF. ONLY)		
TELEPHONE (FOR REF. ONLY)	σ	EXISTIN
	CENTER LUNE LIMITS OF BUILDING OVEREXCAVATION FENCE EXIST. FENCE PERFORATED PIPE GAS MAIN SANITARY SEWER STORM ORAIN WATER MAIN	CENTER LUNE         SS           CENTER OF BUILDING         SD           LIMITE OF BUILDING         W           FENCE         W           EXIST, FENCE         FW           DEVIST, FENCE         FW           OCS MAIN         T           SANTARY SEVER         SO           STORM DRAIN         FIRE WATER           FRCLAIMED WATER         OCO           FIRE WATER         ELECTRIC CABLE (FOR REF. ONLY)







OXNARD SCHOOL DISTRICT

-

220 S. Driskill St, Oxnard, CA 93030

IBI Group, A California Pa is a member of the IBI Group of co

700 S FLOWER ST #1800, LOS ANGELES, CA 90017 T: (213) 595-4500 WWW B SCE CON

reproduction or distribution for any purpose of forbidden. Written dimensions shall have precontractors shall verify and be responsible for

A ADDENDUM

AGENCY TRACKING ND 12535407 DIV. OF THE STATE ARCHITECT OFFICE OF TREGULTION STATE OFFICE OF TREGULTION SERVICES 03-119284 AC\_\_\_\_\_FLS\_\_\_\_68 DATE\_\_\_\_\_

\* No. C25387 REN. 421 CF CALIFY

 
 NIME CONSULTANT
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> CHECKED BY: Checker APPROVED BY Approver

DATE: 06/05/2019

104

UTILITY PLAN

C502



BC RINCON CONSTRUCTION, INC. 67 East La Loma Avenue Somis CA 93066 Phone: 805-981-0690 Fax: 805-485-4705 AR@BCRINCON.COM

DES		
	UNIT PRICE	TOTAL PRICE
	0000000	
	\$49.46 \$3.30	\$9,644.70 \$1,287.00
	\$3.30	\$1,207.00
	\$49.46	\$5,094.38
	\$3.30	\$122.10
	\$49.46	\$11,969.32
	\$3.30	\$1.597.20
	40.00	• 1.007 120
	\$49.46	\$55,197.36
	\$3.30	\$6,411.90
	crease Total	\$91,323.96
	crease rotar	431,523.30
1)	\$22.64	\$14,716.00
.,		
2)	\$22.16	\$7,756.00
	Pave Total	\$22,472.00
1)	\$2,000.00	\$2.000.00
2)	\$3,326.00	\$3,326.00
3)	\$8,450.00	\$16,900.00
4)	\$215.00	\$645.00
5)	\$350.00 \$350.00	\$350.00 \$1,050.00
6) 7)	\$415.00	\$830.00
8)	\$275.00	\$550.00
	ing Total	\$25,651.00
1)	\$1.53	\$1,568.25
2)	\$750.00	\$750.00
	Total	\$2,318.25
1)	\$0.58	\$17,908.08
	Grade Total	\$17,908.08
	Sub Total	\$159,673.29
	P & O 15% Bond Rate 1.5%	\$23,950.99 \$2,754.36
	Grand Total	
		1125
	· 12/18	alaunt
	12/18	312024
	e:	



November 12, 2024

Balfour Beatty 13520 Evening Creek Drive North Suite 270 San Diego, CA 92128

Attn: Filbert Carbajal Project Engineer

Re: Extended Time Cost with revised project schedule 11/12/24

Dear Mr. Carbajal:

As indicated prior there will be additional costs incurred by Boneso Brothers Construction due to actual time impact analysis on the Rose Ave. Project. The updated calculation of the time impact cost if the project is completed on 6/13/25 is determined to be \$145,278. This updated calculation is based upon our review of the schedule provided via email on 11/12/24 and the fact that we have no work associated with phase 2. This cost is based upon extended overhead costs associated with the time impact.

Boneso Brothers Construction respectfully requests that Balfour Beatty consider this additional cost associated. Please see attached for the calculation associated with this time impact cost.

Sincerely, Boneso Brothers Construction Inc.

Brian Bermingham Controller

Desc	10 month actual	Days	per day	%	Rose Allowance per d	ау	
Indirect Expenses	727,855	303	2,402.16	3.3%	79.27	3.3% of all contract size for active jobs	
G&A Expenses	997,783	303	3,293.01	3.3%	108.67		
					187.94		
Per Day	187.94						
	773	days					
Total	145,278						
Original Completion Date	5/2/2023						
Updated Completion Date	6/13/2025						
Per Month	5,638						



12/17/24

## Summary of Change Order Requests for Latest Plan Revisions

Change Order Request Numbers	Description
COR 26 R1	Install 560 LF of 8" fire water line.
COR 27R R1	Install 5 bubbler catch basins under 8" fire water line.
COR 28 R2	Change to reinforce concrete pipe in city right-of-way for off- site storm drain.
COR 31 R1	Install 126 feet of additional pipe and steel casing to accommodate changes to off-site fire water tie-in location.
COR 31A R1	Remove and replace concrete for curb, gutter, and residential driveway on La Puerta cul-de-sac as a result of revised tie-in location for fire water line.
COR 32	Flush out and clean storm drains and storm tech that has not been connected to the city water system and has debris due to rain event from 12-21-23.
COR 33	Flush out and clean sewer line that has not been connected to the city sewer system and has silt due to rain event from 12-21-23.
COR 34	Phase 1 and Phase 2 Increase in labor and equipment rates due to delays.

### Total COR Cost: \$427,113.82

### **Disclaimers:**

The following will require an additional Change Order Request for increase in costs:

\*Material prices are subject to change due to prices being valid for 30 days from date of quote. \*\*Labor and Equipment prices are subject to change after 7-1-25.



General Engineering Contractors 3541 Old Conejo Rd., Ste 114, Newbury Park, CA 91320

# **CHANGE ORDER REQUEST**

<b>COMPANY:</b> Balfour Beatty Construction	<b>BID NO:</b> 5769
ADDRESS: 13520 Evening Creek Drive, Suite 270	<b>COR NO:</b> 26 <b>REV NO:</b> 1
San Diego, CA 92128	PO or RFI NO: N/A
JOB LOCATION: Rose Ave. Elementary School	<b>JOB NO:</b> 21-17
	BID DATE: 06/19/24
CONTACT: Rafael Alamillo	BID REVISION DATE: 12/04/24
CELL: (805) 208-7462	
OFFICE:	BY: John Hale
EMAIL: ralamillo@balfourbeattyus.com	CELL:
	OFFICE: (805) 371-4171
	FAX:
	EMAIL: jhale@burnspacific.com

#### SCOPE OF WORK: Install 8" Fire Line from 3+00 Line C to 4+30

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS.				

#### WORK ITEMS:

- 1 Install 560 LF of 8" Fire Line
- 2 Install additional valves
- 3 Pothole installed 8" Fire Line

ESTIMATED LA	BOR & EQUIPMENT COST:				
	Foreman	72	Hrs	\$156.74	\$11,285.28
	Operator	72	Hrs	\$153.53	\$11,054.16
	Laborers	288	Hrs	\$119.39	\$34,384.32
	Teamster	24	Hrs	\$121.19	\$2,908.56
			L	ABOR TOTAL	\$59,632.32
	Foreman Truck	72	Hrs	\$31.00	\$2,232.00
	Crew Truck W/Tools	72	Hrs	\$49.00	\$3,528.00
T-29	3-Axle Dump Truck	24	Hrs	\$56.00	\$1,344.00
	(2) Cat 420F2 Backhoe	144	Hrs	\$80.00	\$11,520.00
W-11	Water Truck	72	Hrs	\$49.00	\$3,528.00
	Vibratory Plate Compactor	7	Day	\$248.00	\$1,736.00
E-11	CAT 305.5E2 Excavator	36	Hrs	\$91.00	\$3,276.00
T-32	Transport Truck & Trailer	12	Hrs	\$98.00	\$1,176.00
			EQUIPI	MENT TOTAL	\$28,340.00



\_\_\_\_\_

3541 Old Conejo Rd., Ste 114, Newbury Park, CA 91320

ESTIMATED M	ATERIAL COST:				
	Sand	80	Tons	\$46.06	\$3,684.80
	Concrete	2	CY	\$542.00	\$1,084.00
	Famcon Materials Quote# S100130201	1	LS	\$26,870.00	\$26,870.00
					\$0.00
					\$0.00
				MATERIAL	\$31,638.80
			ТА	X 9.25%	\$2,926.59
			MATERIAL	& TAX TOTAL	\$34,565.39
ESTIMATED O	THER COST:				
	Dump Fees	6	EA	\$250.00	\$1,500.00

\$0.00 \$0.00

#### OTHER COST TOTAL \$1,500.00

DIRECT COSTS SUBTOTAL	\$124,037.71
EQUIPMENT, MATERIAL & OTHER COST MARKUP 15%	\$9,660.81
DIRECT COSTS TOTAL	\$133,698.52
BOND FEE 1.50%	\$2,005.48
GRAND TOTAL	\$135,704.00

#### **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.



# **CHANGE ORDER REQUEST**

<b>COMPANY:</b> Balfour Beatty Construction	<b>BID NO:</b> 5769
ADDRESS: 13520 Evening Creek Drive, Suite 270	COR NO: 27R REV NO: 1
San Diego, CA 92128	PO or RFI NO: N/A
JOB LOCATION: Rose Ave. Elementary School	JOB NO: 21-17
	<b>BID DATE:</b> 06/25/24
CONTACT: Rafael Alamillo	BID REVISION DATE: 12/04/24
CELL: (805) 208-7462	
OFFICE:	BY: John Hale
EMAIL: ralamillo@balfourbeattyus.com	CELL:
	<b>OFFICE:</b> (805) 371-4171
	FAX:
	EMAIL: jhale@burnspacific.com

#### SCOPE OF WORK: Install 5 Bubbler catch basins to route storm drain under 8" fire water line at a depth of 5 feet.

	ITEM NO.	QTY	UM	UNIT PRICE		TOTAL
--	----------	-----	----	------------	--	-------

#### WORK ITEMS:

- 1 Sawcut And Remove Existing Catch Basins And Part Of Concrete Ribbon Gutter
- 2 Excavate And Expose Storm Drain Pipe
- 3 Excavate And Re-Grade Pipe Subgrade
- 4 Install Pipe And Catch Basin Bottom
- 5 Backfill And Install Catch Basin Risers
- 6 Replace Concrete Ribbon Gutter
- 7 Install Flowgard Filter

#### **ESTIMATED LABOR & EQUIPMENT COST:**

	Foreman	48	Hrs	\$156.74	\$7,523.52
	Operator	48	Hrs	\$153.53	\$7,369.44
	Laborers	96	Hrs	\$119.39	\$11,461.44
	Teamster	16	Hrs	\$121.19	\$1,939.04
			L	ABOR TOTAL	\$28,293.44
	Foreman Truck	48	Hrs	\$31.00	\$1,488.00
	Crew Truck W/Tools	48	Hrs	\$49.00	\$2,352.00
T-29	3-Axle Dump Truck	16	Hrs	\$56.00	\$896.00
	Cat 420F2 Backhoe	48	Hrs	\$80.00	\$3,840.00
	Vibratory Plate Compactor	6	Day	\$248.00	\$1,488.00
E-11	CAT 305.5E2 Excavator	24	Hrs	\$91.00	\$2,184.00
T-32	Transport Truck & Trailer	6	Hrs	\$98.00	\$588.00
					\$0.00
			EQUIP	MENT TOTAL	\$12,836.00



3541 Old Conejo Rd., Ste. 114, Newbury Park, CA 91320

ESTIMATED MATERIAL COST:				
Catch Basins Quote# S100130790	5	EA	\$1,800.00	\$9,000.00
Concrete (Short Load Fees)	2	CY	\$542.00	\$1,084.00
Pipe And Fittings	1	LS	\$700.00	\$700.00
Rock	6	Tons	\$116.32	\$697.92
Flowgard Filter - Quote# S100130790	5	EA	\$1,020.00	\$5,100.00
			MATERIAL	\$16,581.92
		TAX	K 9.25%	\$1,533.83
		MATERIAL	& TAX TOTAL	\$18,115.75
ESTIMATED OTHER COST:				
Dump Fees	2	EA	\$250.00	\$500.00

\$0.00 \$0.00

#### OTHER COST TOTAL \$500.00

DIRECT COSTS SUBTOTAL	\$59,745.19
EQUIPMENT, MATERIAL & OTHER COST MARKUP 15%	\$4,717.76
DIRECT COSTS TOTAL	\$64,462.95
BOND FEE 1.50%	\$966.94
GRAND TOTAL	\$65,429.89

#### **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.



# **CHANGE ORDER REQUEST**

COMPANY: Balfour Beatty Construction	BID NO:	5769
ADDRESS: 13520 Evening Creek Drive, Suite 270	COR NO:	28 <b>REV NO:</b> 2
San Diego, CA 92128	PO or RFI NO:	N/A
JOB LOCATION: Rose Ave. Elementary School	JOB NO:	21-17
	BID DATE:	06/19/24
CONTACT: Rafael Alamillo	BID REVISION DATE:	12/04/24
CELL: (805) 208-7462		
OFFICE:	BY:	John Hale
EMAIL: ralamillo@balfourbeattyus.com	CELL:	
	OFFICE:	(805) 371-4171
	FAX:	
	EMAIL:	jhale@burnspacific.com

SCOPE OF WORK: Off-site storm drain work. Changed to reinforced concrete pipe in City ROW per latest plan revision.

				1	
ITEM NO.		QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS	:				
1	Sawcut asphalt				
2	Excavate				
3	Install Pipe				
4	Pour concrete collar on pipe tie-in				
5	Backfill				
6	Remove & Replace asphalt				
ESTIMATED L	ABOR & EQUIPMENT COST:				
	Foreman	32	Hrs	\$156.74	\$5,015.68
	Operator	32	Hrs	\$153.53	\$4,912.96
	Laborers	96	Hrs	\$119.39	\$11,461.44
	Teamster	24	Hrs	\$121.19	\$2,908.56
			L	ABOR TOTAL	\$24,298.64
	Foreman Truck	32	Hrs	\$31.00	\$992.00
	Crew Truck w/Tools	32	Hrs	\$49.00	\$1,568.00
T-29	3-Axle Dump Truck	24	Hrs	\$56.00	\$1,344.00
	Cat 420F2 Backhoe	32	Hrs	\$80.00	\$2,560.00
	Vibratory Plate Compactor	2	Day	\$248.00	\$496.00
W-1	1 Water Truck	24	Hrs	\$49.00	\$1,176.00
	Traffic Control	3	Day	\$250.00	\$750.00
	(6) 6x10 Trench Plates	3	Day	\$102.00	\$306.00
T-3	2 Transport Truck & Trailer	6	Hrs	\$98.00	\$588.00



3541 Old Conejo Rd., Ste. 114, Newbury Park, CA 91320

ESTIMATED MATERIAL COST:				
2 Sack Slurry	12	CY	\$170.92	\$2,051.04
Asphalt & SS-1 Oil	6	Tons	\$119.17	\$715.02
18" Reinforced Concrete Pip	e 80	LF	\$30.85	\$2,468.00
				\$0.00
				\$0.00
			MATERIAL	\$5,234.06
		TAX	9.25%	\$484.15
		MATERIAL &	TAX TOTAL	\$5,718.21
ESTIMATED OTHER COST:				
Dump Fees	5	EA	\$250.00	\$1,250.00
RCP Delivery Fee	1	EA	\$685.00	\$685.00
Trench Plate Delivery / Picku	ip Fees 2	EA	\$300.00	\$600.00
	-			\$0.00
				\$0.00
		OTHER C	COST TOTAL	\$2,535.00
		DIRECT COSTS	S SUBTOTAL	\$42,331.85
EQUIP	MENT, MATERIAL & OTHER (	COST MARKUP	15%	\$2,704.98
		DIRECT COST	S TOTAL	\$45,036.83
		BOND FEE	1.50%	\$675.55
		GF	AND TOTAL	\$45,712.38

#### **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.

7. THIS COR IS IN ADDITION TO CONTRACT SCHEDULE OF VALUES LINE ITEM 22 OFF-SITE STORM DRAIN.



# **CHANGE ORDER REQUEST**

<b>COMPANY:</b> Balfour Beatty Construction	<b>BID NO:</b> 5769
ADDRESS: 13520 Evening Creek Drive, Suite 270	<b>COR NO:</b> 31 <b>REV NO:</b> 1
San Diego, CA 92128	PO or RFI NO: N/A
JOB LOCATION: Rose Ave. Elementary School	<b>JOB NO:</b> 21-17
	BID DATE: 11/12/24
CONTACT: Rafael Alamillo	BID REVISION DATE: 12/04/24
CELL: (805) 208-7462	
OFFICE:	BY: John Hale
EMAIL: ralamillo@balfourbeattyus.com	CELL:
	OFFICE: (805) 371-4171
	FAX:
	EMAIL: jhale@burnspacific.com

SCOPE OF WORK: Changes to off-site fire water tie-in location. 126 feet of additional pipe - steel casing included, saw cutting, asphalt removal and trenching. This work will also include the removal of curb and gutter and part of a residential driveway which is COR 31A concrete work only.

ITEM NO.		QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS:					
1	Set out traffic control signs				
2	Saw cutting				
3	Remove asphalt and concrete				
4	Additional excavation				
5	Additional materials				
6	Additional installation				
7	Additional slurry backfill				
ESTIMATED I A	BOR & EQUIPMENT COST:				
	Foreman	56	Hrs	\$156.74	\$8,777.44
	Operator	56	Hrs	\$153.53	\$8,597.68
	Laborers	112	Hrs	\$119.39	\$13,371.6
	Teamster	24	Hrs	\$121.19	\$2,908.5
				LABOR TOTAL	\$33,655.30
	Foreman Truck	56	Hrs	\$31.00	\$1,736.0
	Crew Truck w/Tools	56	Hrs	\$49.00	\$2,744.0
T-29	3-Axle Dump Truck	24	Hrs	\$56.00	\$1,344.0
	CAT 305 Excavator	56	Hrs	\$91.00	\$5,096.0
L-12	CAT 299 Skid Steer	8	Hrs	\$106.00	\$848.0
	Cold Plan Attachment for 299	1	Day	\$400.00	\$400.00
	CAT 420F2 Backhoe	16	Hrs	\$80.00	\$1,280.00
	(14) 6x10 Trench Plates	2	Day	\$238.00	\$476.00
	Traffic Control	7	Day	\$250.00	\$1,750.0
		-			· •

T-32 Transport Truck & Trailer 6 Hrs

\$588.00 **\$16,262.00** 

\$98.00

EQUIPMENT TOTAL



3541 Old Conejo Rd., Ste. 114, Newbury Park, CA 91320

ESTIMATED MATERIAL COST:	o#			
Pipe / Casing Pipe & Fittings - Famcon Quot	e# 1	LS	¢16 570 10	¢16 570 10
S10014842	1		\$16,570.19	\$16,570.19
Misc. Materials	1	LS	\$261.00	\$261.00
Asphalt & SS-1 Oil	24	Tons	\$119.17	\$2,860.08
Slurry Backfill	14	CY	\$170.92	\$2,392.88
				\$0.00
			MATERIAL	\$22,084.15
		TA	X 9.25%	\$2,042.78
		MATERIAL	& TAX TOTAL	\$24,126.93
ESTIMATED OTHER COST:				
Dump Fees	6	EA	\$250.00	\$1,500.00
Additional saw cutting	260	LF	\$2.00	\$520.00
Steel Plate Delivery / Pickup - 2 Trucks	4	EA	\$300.00	\$1,200.00
				\$0.00
				\$0.00
		OTHER	COST TOTAL	\$3,220.00
				+-,
	DI	RECT COS	<b>IS SUBTOTAL</b>	\$77,264.29
EQUIPMENT, MATERI				\$6,541.34
		RECT COS		\$83,805.63
		BOND FEE		\$1,257.08
				\$85,062.72
		G		ψ00,002.1Z

#### **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.

7. THIS COR IS IN ADDITION TO CONTRACT SCHEDULE OF VALUES LINE ITEM 21 OFF-SITE FIRE.



# **CHANGE ORDER REQUEST**

<b>COMPANY:</b> Balfour Beatty Construction	BID NO:	5769
ADDRESS: 13520 Evening Creek Drive, Suite 270	COR NO:	31A <b>REV NO:</b> 1
San Diego, CA 92128	PO or RFI NO:	N/A
JOB LOCATION: Rose Ave. Elementary School	JOB NO:	21-17
	BID DATE:	11/12/24
CONTACT: Rafael Alamillo	BID REVISION DATE:	12/04/24
CELL: (805) 208-7462		
OFFICE:	BY:	John Hale
EMAIL: ralamillo@balfourbeattyus.com	CELL:	
	OFFICE:	(805) 371-4171
	FAX:	
	EMAIL:	jhale@burnspacific.com

SCOPE OF WORK: Concrete curb and gutter, driveway removal and replacement at revised 8" fire water tie-in location on La Puerta cul-de-sac.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL

#### WORK ITEMS:

- 1 Concrete removal
- 2 Concrete replacement

## **ESTIMATED LABOR & EQUIPMENT COST:**

	Foreman	12	Hrs	\$156.74	\$1,880.88
	Operator	8	Hrs	\$153.53	\$1,228.24
	Laborers	36	Hrs	\$119.39	\$4,298.04
	Teamster	4	Hrs	\$121.19	\$484.76
				LABOR TOTAL	\$7,891.92
	Foreman Truck	12	Hrs	\$31.00	\$372.00
	Crew Truck w/Tools	12	Hrs	\$49.00	\$588.00
T-29	3-Axle Dump Truck	4	Hrs	\$56.00	\$224.00
	CAT 420F Backhoe	8	Hrs	\$91.00	\$728.00
	Breaker for Backhoe	1	Day	\$369.00	\$369.00
T-32	Transport Truck & Trailer	6	Hrs	\$98.00	\$588.00

EQUIPMENT TOTAL

\$2,869.00



3541 Old Conejo Rd., Ste. 114, Newbury Park, CA 91320

ESTIMATED MATERIAL COST:					
Concrete 520-C-250	0 with Fiber	6	CY	\$232.75	\$1,396.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				MATERIAL	\$1,396.50
			TAX	9.25%	\$129.18
			MATERIAL 8	& TAX TOTAL	\$1,525.68
ESTIMATED OTHER COST:					
Dump Fees		1	EA	\$250.00	\$250.00
				+	\$0.00
					\$0.00
					\$0.00
					\$0.00
			OTHER	COST TOTAL	\$250.00
		DI	RECT COST	S SUBTOTAL	\$12,536.60
	EQUIPMENT, MATERIA				\$696.70
	,		RECT COST		\$13,233.30
			BOND FEE	1.50%	\$198.50
			GI	RAND TOTAL	\$13,431.80

#### **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.

7. THIS COR IS IN ADDITION TO CONTRACT SCHEDULE OF VALUES LINE ITEM 21 OFF-SITE FIRE.



# **CHANGE ORDER REQUEST**

<b>COMPANY:</b> Balfour Beatty Construction	<b>BID NO:</b> 5769
ADDRESS: 13520 Evening Creek Drive, Suite 270	COR NO: 32 REV NO:
San Diego, CA 92128	PO or RFI NO: N/A
JOB LOCATION: Rose Ave. Elementary School	<b>JOB NO:</b> 21-17
	<b>BID DATE:</b> 12/04/24
CONTACT: Rafael Alamillo	BID REVISION DATE:
<b>CELL:</b> (805) 208-7462	
OFFICE:	BY: John Hale
EMAIL: ralamillo@balfourbeattyus.com	CELL:
	<b>OFFICE:</b> (805) 371-4171
	FAX:
	EMAIL: jhale@burnspacific.com

SCOPE OF WORK: Flush out and clean storm drains and storm tech due to rain event on 12-21-23 that flooded site. Burns Pacific has been unable to complete pipe connection to city water system due to delays and circumstances beyond their control.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL

#### WORK ITEMS:

Flush out storm drain. 1 2

Flush out strom tech.

#### **ESTIMATED LABOR & EQUIPMENT COST:**

1	Foreman	56	Hrs	\$156.74	\$8,777.44
1	Operator	56	Hrs	\$153.53	\$8,597.68
3	Laborers	168	Hrs	\$119.39	\$20,057.52
			LA	BOR TOTAL	\$37,432.64
1	Foreman Truck	56	Hrs	\$31.00	\$1,736.00
1	Crew Truck W/Tools	56	Hrs	\$49.00	\$2,744.00
E-11	CAT 305.5E2 Excavator	56	Hrs	\$91.00	\$5,096.00
W-11	Water Truck	56	Hrs	\$49.00	\$2,744.00

\$12,320.00 EQUIPMENT TOTAL



3541 Old Conejo Rd., Ste 114, Newbury Park, CA 91320

**ESTIMATED MATERIAL COST:** 

**ESTIMATED OTHER COST:** 

	\$0.00
	\$0.00
MATERIAL	\$0.00
TAX 9.25%	\$0.00
MATERIAL & TAX TOTAL	\$0.00
	\$0.00
	\$0.00
	\$0.00
OTHER COST TOTAL	\$0.00
DIRECT COSTS SUBTOTAL	\$49,752.64
EQUIPMENT, MATERIAL & OTHER COST MARKUP 15%	\$1,848.00
DIRECT COSTS TOTAL	\$51,600.64
BOND FEE 1.50%	\$774.01
GRAND TOTAL	\$52,374.65

#### **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.



3541 Old Conejo Rd., Ste. 114 Newbury Park, CA 91320

12/13/24

To: Balfour Beatty Construction

From: Michael Moraga, President

Re: Change Order Request for Cleaning of Storm Drain and Storm Tech

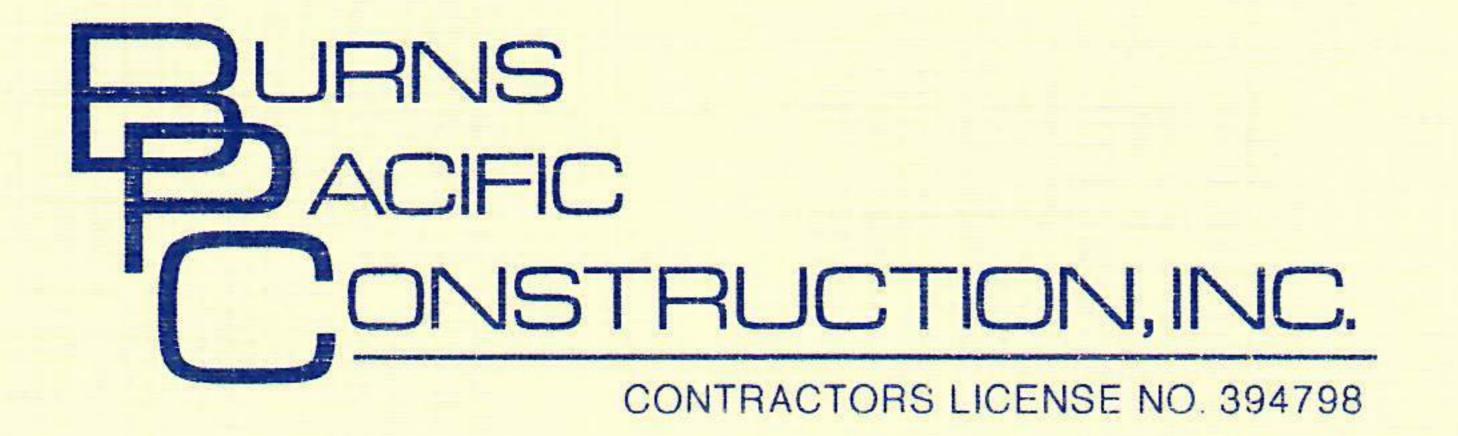
**Background:** The storm drain installed by Burns Pacific Construction was not tied into the City of Oxnard's water system. The tie-in was not completed by Burns Pacific Construction due to delays pending City/Owner approved plan changes and other circumstances beyond our control. However, Burns Pacific Construction responded to requests to investigate flooding on December 21, 2023, in various areas on the job site. While we were not compensated for this service, we did provide the attached Investigation of Flooding report dated 12/27/23.

Burns Pacific Construction had protected the storm drain by placing filter fabric underneath the grates knowing we would not have a crew on site after installation of the storm drain that was pending being tied into the City's water system.

Justification for cleaning the Storm Drain and Storm Tech: Since the rain event on 12/21/23, the following identifies why the storm drain and storm tech must be cleaned:

- On 12/21/23 the rain event flooded the storm drain by the catch basins, and Burns Pacific Construction was instructed to remove all SWPPP from the catch basins to allow the water to drain. We have since replaced all SWPPP, however, since we have not been active on this job we do not guarantee that other damage has not been done.
- The storm drain is connected to the storm tech which is clogged with silt. This must be cleaned before any pipe connections are made.

In order for the connections to be made to complete the tie-in to the City water system, the storm drain pipes as well as the storm tech must be flushed out and cleaned by hand due to confined spaces limiting our ability to use other tools. Shoveling out debris would be done at each cleanout and manhole.



General Engineering and Building Contractors

Investigation of Flooding into Classroom as Reported by BBC

12/27/2023

On 12/21/23, BPC was called out by BBC to investigate the flooding inside the Quad area, specifically building C after excessive rain in the Oxnard area. Upon investigation, BPC were directed to remove inlet/outlet frame and grates. We removed all SWPPP from catch basins to allow the water to drain. We then followed the system to the Contech detention basin and discovered the system was at capacity (NOTE: the overflow outlet has not been connected to city outlet which limits the amount of storm water the partial system can handle). This basin overflowed to the city outlet which has limited ability to seep into the ground before overflowing; it then backed up into planter drains which then goes to into the quad area. Overflow water had no place to go so purged out of system into the building. BPC provided video and pictures to BBC showing Contech system at capacity.

On 12/22/23, BBC requested that BPC come back to check the Contech detention basin. It had receded only slightly. Further pictures were provided.

BPC cannot be responsible for a system that is not fully connected to the city storm drains. The owner should be notified that additional heavy rains may cause the same flooding in various parts of the school until the system is fully operational.

Prepared by:

Lisa A Burns President

# Burns-Pacific Construction, Inc.

505 E. Thousand Oaks Blvd. • Thousand Oaks, California 91360 • (805) 371-4171 • FAX (805) 495-2866



# **CHANGE ORDER REQUEST**

<b>COMPANY:</b> Balfour Beatty Construction	<b>BID NO:</b> 5769
ADDRESS: 13520 Evening Creek Drive, Suite 270	COR NO: 33 REV NO:
San Diego, CA 92128	PO or RFI NO: N/A
JOB LOCATION: Rose Ave. Elementary School	JOB NO: 21-17
	BID DATE: 12/04/24
CONTACT: Rafael Alamillo	BID REVISION DATE:
CELL: (805) 208-7462	
OFFICE:	BY: John Hale
EMAIL: ralamillo@balfourbeattyus.com	CELL:
	<b>OFFICE:</b> (805) 371-4171
	FAX:
	EMAIL: jhale@burnspacific.com

SCOPE OF WORK: Flush out and clean sewer line due to rain event on 12-21-23 that flooded site. Sewer line was previously air tested, inspected and approved by DSA inspector. Burns Pacific has been unable to complete sewer line connection to city sewer system due to delays and circumstances beyond their control.

ITEM NO. QTY UM	UNIT PRICE	TOTAL
-----------------	------------	-------

#### WORK ITEMS:

1

Flush out sewer line.

#### **ESTIMATED LABOR & EQUIPMENT COST:**

1	Foreman	8	Hrs	\$156.74	\$1,253.92
1	Operator	8	Hrs	\$153.53	\$1,228.24
2	Laborers	16	Hrs	\$119.39	\$1,910.24
			LÆ	ABOR TOTAL	\$4,392.40
1	Foreman Truck	8	Hrs	\$31.00	\$248.00
1	Crew Truck W/Tools	8	Hrs	\$49.00	\$392.00
E-11	CAT 305.5E2 Excavator	4	Hrs	\$91.00	\$364.00
W-11	Water Truck	4	Hrs	\$49.00	\$196.00

EQUIPMENT TOTAL \$1,200.00



3541 Old Conejo Rd., Ste 114, Newbury Park, CA 91320

**ESTIMATED MATERIAL COST:** 

**ESTIMATED OTHER COST:** 

	\$0.00
	\$0.00
MATERIAL	\$0.00
TAX 9.25%	\$0.00
MATERIAL & TAX TOTAL	\$0.00
	\$0.00
	\$0.00
	\$0.00
OTHER COST TOTAL	\$0.00
DIRECT COSTS SUBTOTAL	\$5,592.40
EQUIPMENT, MATERIAL & OTHER COST MARKUP 15%	\$180.00
DIRECT COSTS TOTAL	\$5,772.40
BOND FEE 1.50%	\$86.59
GRAND TOTAL	\$5,858.99

#### **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.



3541 Old Conejo Rd., Ste. 114 Newbury Park, CA 91320

12/13/24

To: Balfour Beatty Construction

From: Michael Moraga, President

Re: Change Order Request for Cleaning of Sewer at Rose Avenue School site.

**Background:** The sewer line that was installed by Burns Pacific Construction was not tied into the City of Oxnard's sewer system. The tie-in was not completed due to delays, pending City/Owner approved plan changes and other circumstances beyond our control. However, Burns Pacific Construction ensured all sewer risers were lowered and capped at Balfour Beatty Construction's request.

Burns Pacific Construction protected the risers with delineators and barricades knowing we would not have a crew on the site after installation of the sewer line that was pending being tied into the City's sewer system.

Justification for cleaning the sewer line: Since the rain event on 12/21/23, the following identifies why the sewer line must be flushed and cleaned out:

- On 2/8/24, Ed Solorio, Foreman for BPC confirmed that a cap on a riser was cracked which potentially caused water to seep into the sewer line from the rain event. Ed also noted that the riser nearest the office trailer had a delineator placed on top of it; there is a puddle of water at this location which may further be causing water to go into the system.
- Although the sewer risers were lowered and capped to protect the work that had been completed in addition to delineators and barricades surrounding them; it appears that while Burns Pacific's work was halted other trades have continued to work on the job site. Further complicating the issue, they may have poured water into sinks and drains of an incomplete sewer system.

Previous to the rain event that flooded the site, the sewer line was air tested, inspected and approved by the DSA inspector. Burns Pacific must now clean out the debris, re-air test and have the sewer lines re-inspected prior to making the sewer line connection to the City sewer system.



General Engineering Contractors

3541 Old Conejo Rd., Ste 114, Newbury Park, CA 91320

# **CHANGE ORDER REQUEST**

<b>COMPANY:</b> Balfour Beatty Construction	<b>BID NO:</b> 5769	
ADDRESS: 13520 Evening Creek Drive, Suite 270	COR NO: 34 REV NO	:
San Diego, CA 92128	PO or RFI NO: N/A	
JOB LOCATION: Rose Ave. Elementary School	<b>JOB NO:</b> 21-17	
	BID DATE: 12/17/24	
CONTACT: Rafael Alamillo	BID REVISION DATE:	
CELL: (805) 208-7462		
OFFICE:	BY: John Hale	
EMAIL: ralamillo@balfourbeattyus.com	CELL:	
	OFFICE: (805) 371-4171	
	FAX:	
	EMAIL: jhale@burnspacific.com	

SCOPE OF WORK: Phase 1 and Phase 2 increase in labor and equipment rates. Original job completion for Phase 1 was bid for June, 2023. Original job completion for Phase 2 was bid for December, 2023.

ITEM NO.			TOTAL
WORK ITEMS:			
	Phase 1 / Line item 2 - Storm Drain - Labor	Complete event for the infrom off site	749.84
	Phase 1 / Line item 3 - Storm Drain - Equipment	Complete except for tie-in from off-site.	174.80
	Phase 1 / Line item 8 - Fire Line - Labor	Hydro Test	749.84
	Phase 1 / Line item 11 - Domestic Water - Labor	Complete except for tie-in from off-site.	749.84
	Phase 1 / Line item 12 - Domestic Water - Equipment	Complete exception tie-in nom on-site.	174.80
	Phase 2 / Line item 2 - Storm Drain - Labor	Storm Drain - 8" Corrugated pipe	15,302.40
	Phase 2 / Line item 3 - Storm Drain - Equipment	Storm Drain - o Condgated pipe	5,290.00

DIRECT COSTS TOTAL		\$23,191.52
BOND FEE	1.50%	\$347.87
GRA	ND TOTAL	\$23,539.39

#### **GENERAL EXCLUSIONS, QUALIFICATIONS & REMARKS:**

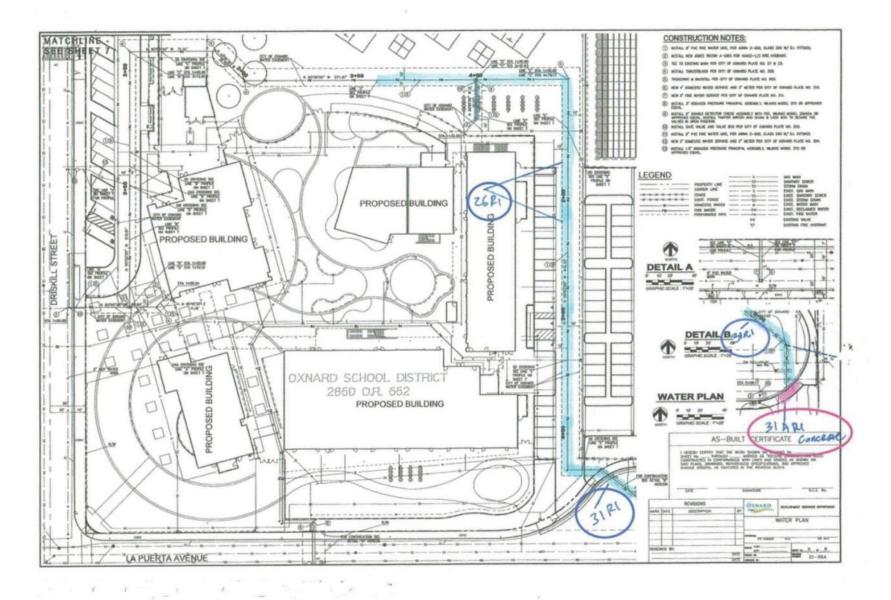
1. ALL SPOILS GENERATED FROM EXCAVATION WILL BE LEVELED IN PLACE ONSITE WITH NO HAUL OFF.

- 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.

Phase	Contract		Original Estimated	Current Estimated	Remaining Work Hrs. to	Remaining EQ Hrs. to	Increase in Labor/EQ Costs Due	EQ Markup	
No.	Line Item	Contract Description	Completion Date	<b>Completion Date</b>	Complete	Complete	to delays	@ 15%	Total
1	2	Storm Drain - Labor	June, 2023	June, 2024	24		749.84	0.00	749.84
1	3	Storm Drain - Equipment	June, 2023	June, 2024		20	152.00	22.80	174.80
1	8	Fire Line - Labor	luno 2022	luno 2024	24		749.84		749.84
	8	Fire Line - Labor	June, 2023	June, 2024	24		749.84		749.84
1	10	Domestic Water - Material	June, 2023	June, 2024	Note: 0 cost added, believe all material was purchased.			0.00	0.00
1	10	Domestic Water - Labor	June, 2023	June, 2024	24		749.84		
1	12	Domestic Water - Equipment	June, 2023	June, 2024		20			
2	2	Storm Drain - Labor	December, 2023	December, 2024	400		15,302.40		15,302.40
2	3	Storm Drain - Equipment	December, 2023	December, 2024		360	4,600.00	690.00	5,290.00
							Subtotal		23,191.52
							Bond Fee Total	1.50%	347.87 23,539.39

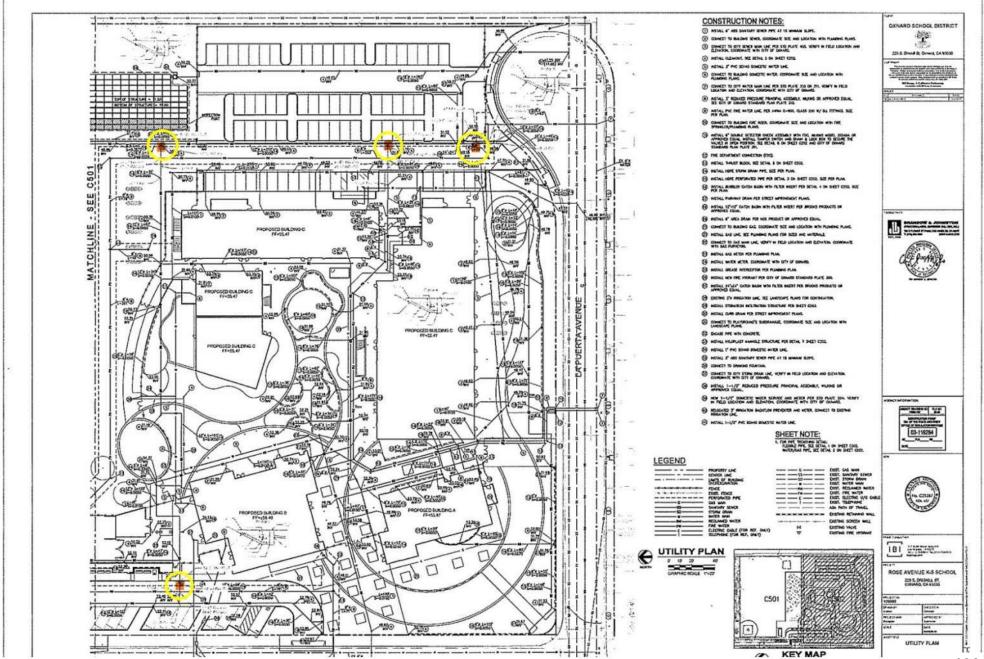
	PHASE 1			PH/	ASE 2	
	<b>Original Rates - Job</b>	<b>Current Rates thru</b>		Original Rates - Job	Projected Rates Eff.	
	Bid 2021	06/30/24	Difference	Bid 2021	07/01/25	Difference
Foreman	119.65	156.74	37.09	119.65	164.77	45.12
Operator	116.74	153.53	36.79	116.74	161.56	44.82
Teamster	93.08	121.19	28.11	93.08	126.81	33.73
Laborer	91.07	119.39	28.32	91.07	124.85	33.78
Foreman Truck	25.00	31.00	6.00	25.00	33.00	8.00
Crew Truck w/Tools	46.00	49.00	3.00	46.00	51.00	5.00
CAT 305.5E2 Excavator	80.00	91.00	11.00	80.00	95.00	15.00
CAT 420F2 Backhoe	60.00	80.00	20.00	60.00	84.00	24.00
Water Truck	40.00	49.00	9.00	40.00	51.00	11.00

# CORs 26R1, 31R1 & 31AR1

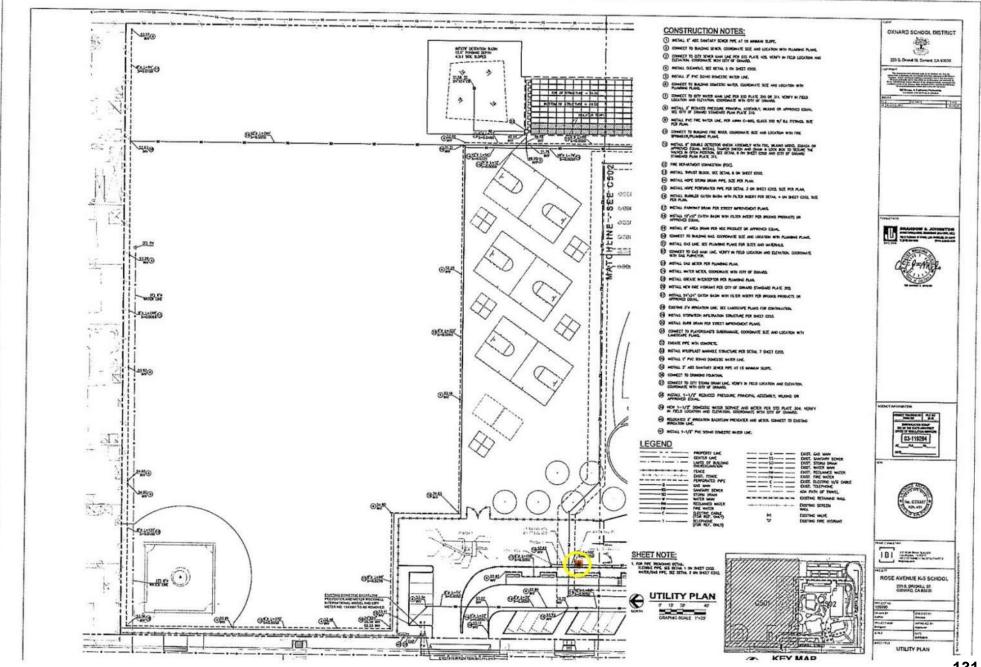


129

**COR 27R1** 

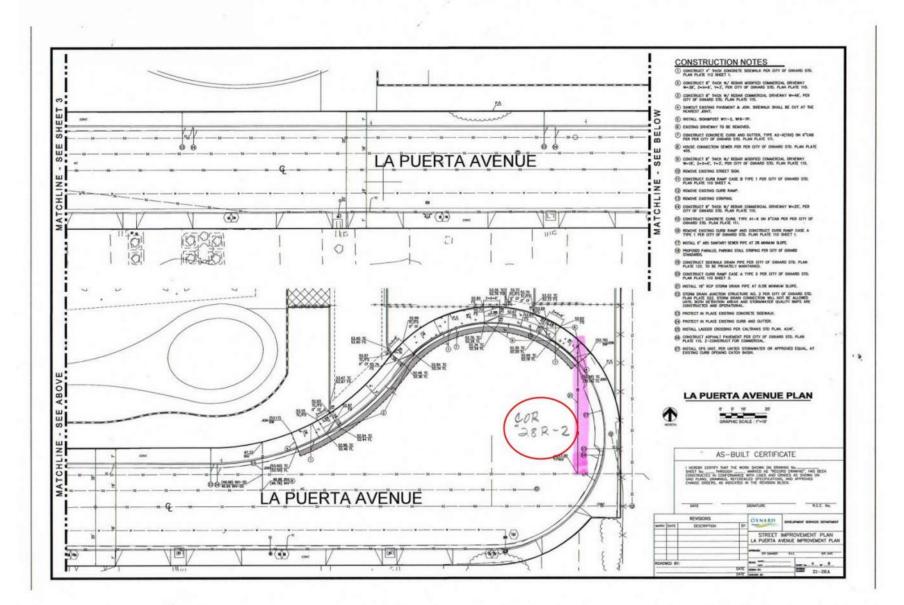


# **COR 27R1**

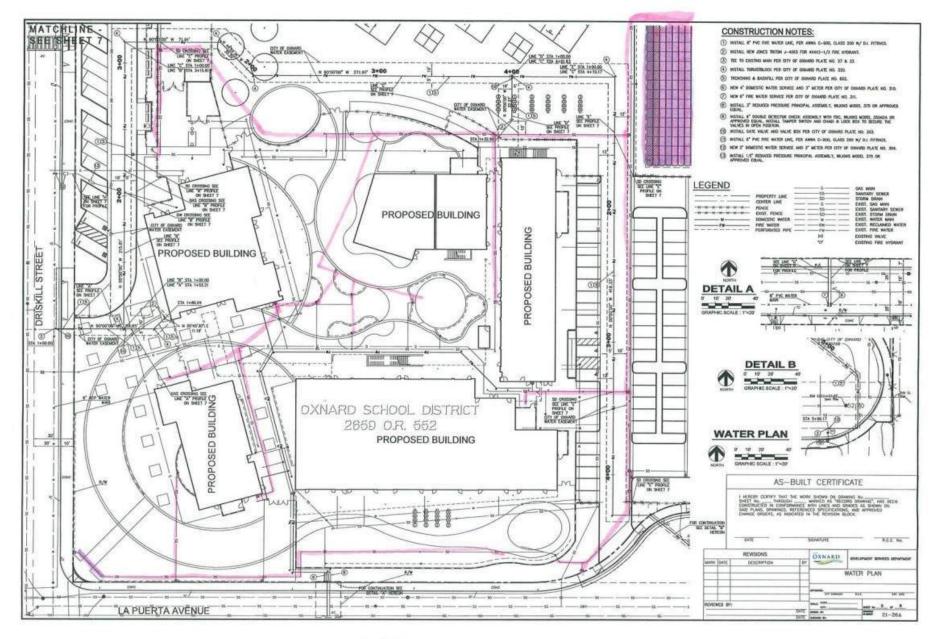


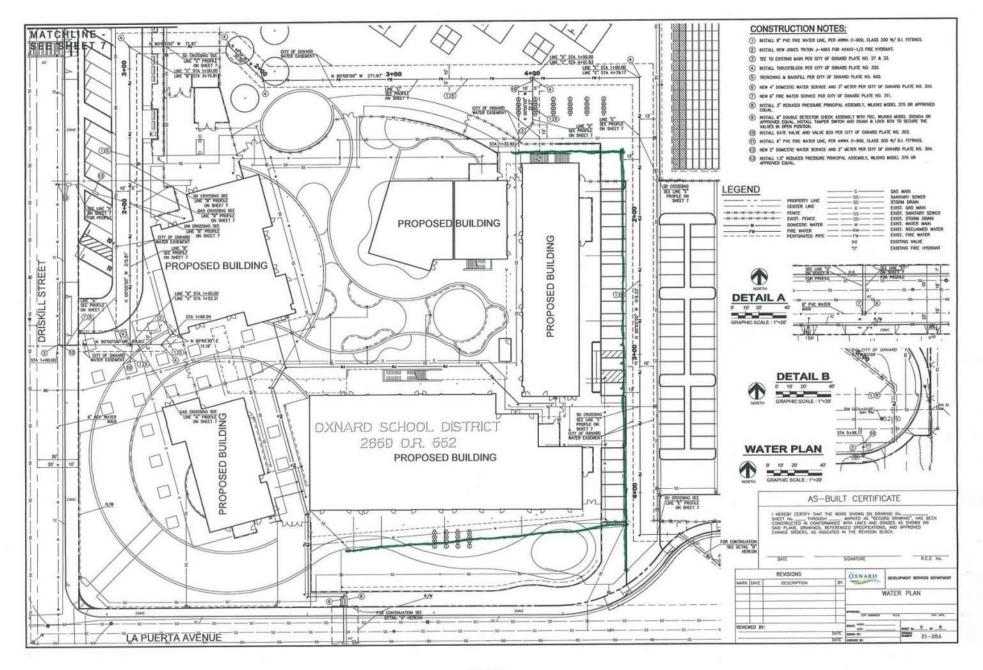
131

**COR 28R2** 



**COR 32** 





SS



11/15/2024

Subject: Change Order Project Delays Rose Ave Elementary School Reconstruction

Project: Rose Ave ES Reconstruction. Bid Package: Painting Spec: 09 90 - Painting

Owner: Oxnard School District Submitted To: Balfour Beauty

# **Description of Change:**

This change order is submitted to address extended and indirect costs incurred due to project delays. While our scope of work has been fully completed, the delays has prevented our release from the project. As a result, the following costs are included in this change order:

- 1. **Project Management Costs:** Ongoing costs for maintaining all required contractual paperwork and administrative oversight necessary for compliance during the extended project duration.
- 2. **Bond Extension Costs:** Additional expenses related to the continued use of project bonds, which remain active until the project's final release.
- 3. **Excess Liability Insurance:** Costs associated with maintaining the \$10 million excess liability coverage mandated by the contract for the extended period.
- 4. Remobilization Costs: Any remobilization efforts required up to the project's release date will be accounted for and submitted separately.

# CAM Painting, Inc.

License: 710805 DIR: 1000000989

**Total Cost:** \$230,000.00 **Duration of Delays:** Approximately 2 years

- 1. Insurance Costs:
  - Approximate Cost for 2 Years: \$20,000
- 2. Project Management Costs: \$160,000.00
- 3. Bond Extension: \$50,000.00

# Total Cost: \$230,000.00

- A) Total: \$230,000.00C
- B) Overhead & Profit = \$23,000.00
- C) Total \$ (A+B = C) = \$253,000.00
- D) Bonds @ 1% = \$3,795.00

# Grand Total: \$256,795.00



November 14, 2024 **Revised** 

Mr. Filbert Carbajal Balfour Beatty Project Engineer 600 Galleria Parkway, Suite 1800 Atlanta, GA 30339 805-266-1052 fcarbajal@balfourbeattyus.com

## Re: Change Order No. 8 for Fire Water Line & Hardscape Changes Rose Avenue Elementary – Oxnard, CA HZ Proposal No. R313694.02

Dear Rafael:

Huitt-Zollars, Inc. appreciates the opportunity to continue to provide professional surveying services to Balfour Beatty (Client) on the Rose Avenue Elementary Project located in Oxnard, CA (Project). Huitt-Zollars is requesting a contract modification for additional staking and re-staking as outline below.

#### I. SCOPE OF SERVICES:

**1.0** Huitt-Zollars will provide restaking for fire water line as referenced in the email dated November 8, 2024, attachment Rose Ave ES – Offsite Plans 10/25/2024.

#### II. <u>COMPENSATION:</u>

This service will be billed monthly on a Lump Sum basis based on the % of work completed.

**1.0 Additional Staking Services:** ...... 14,000.00 (LS)

Total Change Order No. 8\$ 14,000.00 (LS)



# III. <u>CONTRACT SUMMARY</u>

The original Contract Sum was:	\$119,900.00
CO 001 :	
CO 002 :	
CO 003 :	
CO 004 :	
CO 005 :	
CO 006 (backcharge accounted for here):	
CO 007:	
The Contract Sum prior to this Change Order:	\$158,847.45
The Contract Sum will be increased by this Change Order 08:	\$ 14,000.00
The new Contract Sum including this Change Order will be:	\$167,347.45

# IV. TERMS AND CONDITIONS:

Our services have been provided per the Professional Services Agreement dated October 8, 2021, between Balfour Beatty and Huitt-Zollars.

## V. <u>AUTHORIZATION:</u>

By signing the enclosed copy of this letter and returning it to our office, you acknowledge your acceptance of this change order, which constitutes a contract for professional services.

Sincerely,

## HUITT-ZOLLARS, INC.

Michael Krumer

Michael Kremer, PLS Senior Associate / Survey Manager CA PLS No. 8425

Jeffrey Okamoto, P.E. Senior Vice President / Managing Principal CE PE No. 46049

## AGREED & ACCEPTED: Balfour Beatty Construction

BY: \_\_\_\_\_

HUITT-ZOLLARS, INC.



July 8, 2024

Mr. Rafael Alamillo Balfour Beatty Senior Project Manager 300 E. Esplanade Drive, Suite #1120 Oxnard, CA 93036 ralamillo@balfourbeattyus.com

#### Re: Change Order No. 11 for Improvement Plan Revision (Alternate) Rose Avenue Elementary – Oxnard, CA HZ Proposal No. R313694.02

Dear Rafael:

Huitt-Zollars, Inc. appreciates the opportunity to continue to provide professional surveying services to Balfour Beatty (Client) on the Rose Avenue Elementary Project located in Oxnard, CA (Project). Huitt-Zollars is requesting a contract modification for additional staking and re-staking as outline below.

## I. <u>SCOPE OF SERVICES:</u>

**1.0** Huitt-Zollars will provide staking for Improvement Plan Revision (Alternate)

1.1	West entry planter completion layout for electrical	800.00
1.2	West planter completion layout for hardscapes	800.00
1.3	Fire lane pavement fine grading	1,500.00
1.4	South entry planter completion layout for electrical	800.00
1.5	South planter completion layout for hardscapes	800.00

#### II. <u>COMPENSATION:</u>

This service will be billed monthly on a Lump Sum basis based on the % of work completed.

1.0	Additional Staking Services:	4,700.00	(LS)
-----	------------------------------	----------	------

Total Change Order No. 11\$ 4,700.00 (LS)

# HUITT HZ ZOLLARS

# III. <u>CONTRACT SUMMARY</u>

The original Contract Sum was:	\$	119,900.00
CO 001 :		7,881.00
CO 002 :		000.00
CO 003 :		833.00
CO 004 :		3,765.00
CO 005 :		3,915.00
CO 006 (backcharge accounted for here):	•••	15,203.45
CO 007 :		7,350.00
CO 008 :		8,500.00
CO 009 :		15,600.00
CO 010:	<u>.</u>	3,000.00
The Contract Sum prior to this Change Order:	\$	185,947.45
The Contract Sum will be increased by this Change Order 11:	\$	4,700.00
The new Contract Sum including this Change Order will be:	\$	190,647.45

# IV. TERMS AND CONDITIONS:

Our services have been provided per the Professional Services Agreement dated October 8, 2021, between Balfour Beatty and Huitt-Zollars.

# V. <u>AUTHORIZATION:</u>

By signing the enclosed copy of this letter and returning it to our office, you acknowledge your acceptance of this change order, which constitutes a contract for professional services.

Sincerely,

# HUITT-ZOLLARS, INC.

Michael Kremer

Michael Kremer, PLS Senior Associate / Survey Manager CA PLS No. 8425

Jeffrey Okamoto, P.E. Senior Vice President / Managing Principal CE PE No. 46049

# AGREED & ACCEPTED: Balfour Beatty Construction

BY:

DATE:

HUITT-ZOLLARS, INC.

2



CHANGE ORDER REQUI	EST # 015			SENT VIA: PAGES:	Email 5
PROJECT:	Rose Ave Es	Р	DATE: ROJECT NO:	12/16/	24
INLAND'S JOB NO:	21-042	CON	TRACT FOR:	28 - Site C	Concrete
TO: Balfor	ur Beatty Construction		FROM:	Cliff Ro	drick
ATTN: Rafae	l Almillo				
SUBJECT: CE #1	141 - Off Site Improvements				
Additional 1	Days Required: 0			COR Valid fo	or 30 days
	r and material cost associat and updated/extended sch			n updated offsite in	mp rovemen t
<mark>Self Performed Work</mark> Labor Material Equipment				\$ \$ \$	47,001.1 46,510.1 11,902.0
Subtotal				\$	105,413.3
Labor Markup				10% <u>\$</u>	4,700.1
Material Markup				15% <u>\$</u>	6,976.5
Equipment Markup Contractor's Subtotal				10% <u>\$</u>	1,190.2 118,280.1
Subcontractor Work					
Street Sweeper		\$ \$ \$ \$ \$ \$	10,000.00 - - - - - - -		
Subcontractors Subtotals Contractor's Overhead & Profit Subtotals		\$ 5%	10,000.00 500.00 10,500.00		
Subtotal Contractors / Subcon Bond/Insurance Textura Fee (if applicable, .22 <sup>c</sup> Total Change Request		50 has not b	een met)	2.0% \$ \$ \$	128,780.1 2,575.6 - 131,355.7



#### Change Request Cost Breakdown Schedule Extension

Schedule Extension							
Details	Qty.	Unit	Rate	Total	Notes		
Labor							
Labor Rate (Effective 7/1/22 -7/1/23)	-2380	Hrs	\$89.15	-\$212177.00			
Labor Rate (Effective 7/1/24 -7/1/25)	2380	Hrs	\$97.37	\$231740.60			
	Qty.	Unit	Rate	Total	Notes		
Materials							
Concrete (Through 9/30/23)	-185	Су	\$173.00	-\$32005.00			
Concrete (Through 9/30/25)	185	Cy	\$237.00	\$43845.00			
Extended Overhead	1	LS	\$24461.44	\$24461.44			
	Qty.	Unit	Rate	Total	Notes		
Equipment							
	Qty.	Unit	Rate	Total	Notes		
Rental Equipment							
Sub Total Labor	\$19563.60						
Sub Total Material				\$36301.44			

\$0.00

Sub Total Equipment



Off-site Additions: Added curb Ramps per sheets 2 & 3 of 9							
Details	Qty.	Unit	Rate	Total	Notes		
Labor							
Carpenter Foreman w/Truck	48	Hrs	\$112.33	\$5391.84			
Carpenter	144	Hrs	\$97.27	\$14006.88			
	Qty.	Unit	Rate	Total	Notes		
Materials							
Concrete	8	Су	\$237.00	\$1896.00			
Concrete Shortload Charge	2	Cy	\$50.00	\$400.00	Yards Not Used		
Concrete PW Contract Fee	1	Ea	\$2000.00	\$2000.00			
Class II Agg. Base	5	Ton	\$68.05	\$340.25			
Truncated Domes	51	SF	\$20	\$1020.00			
	Qty.	Unit	Rate	Total	Notes		
Equipment							
Concrete Saw	3	Day	\$105.00	\$315.00			
Dump Fees	3	Loads	\$180.00	\$540.00			
	Qty.	Unit	Rate	Total	Notes		
Rental Equipment							
Skid Steer (Bobcat)	4	Day	\$491.00	\$1964.00			
Skid Steer Mini Excavator	4	Day	\$491.00	\$1964.00			
Enviro / Delivery / Pick up Fees	3	Each	\$1005.50	\$3016.50			
Sub Total Labor	\$19398.72						
Sub Total Material				\$5656.25			
Sub Total Equipment	ub Total Equipment						

# Change Request Cost Breakdown Off-site Additions: Added curb Ramps per sheets 2 & 3 of 9



# Change Request Cost Breakdown Remove & Replace Slab for Bubler

	Remove & Replace Slab for Bubler								
Details	Qty.	Unit	Rate	Total	Notes				
Labor									
Carpenter Foreman w/Truck	24	Hrs	\$112.33	\$2695.92					
Carpenter	48	Hrs	\$97.27	\$4668.96					
	Qty.	Unit	Rate	Total	Notes				
Materials									
Concrete	4	Су	\$237.00	\$948.00					
Concrete Shortload Charge	6	Cy	\$50.00	\$200.00	Yards Not Used				
6 Mil. Visqueen	1	Roll	\$200.00	\$200.00					
Duct Tape	2	Roll	\$12.62	\$25.24					
Hilti RE-500 Epoxy	3	Tube	\$72.00	\$216.00					
Rebar	170	BF	\$2.96	\$503.20					
Per Deim/Room and Board	3	Day	\$400	\$1200.00					
	Qty.	Unit	Rate	Total	Notes				
Equipment									
Concrete Saw	3	Day	\$105.00	\$315.00					
Concrete Low Boy	2	Ea	\$900.00	\$1800.00					
	Qty.	Unit	Rate	Total	Notes				
Rental Equipment									
Skid Steer (Bobcat)	2	Day	\$491.00	\$982.00					
Enviro / Delivery / Pick up Fees	1	Each	\$1005.50	\$1005.50					
Sub Total Labor	\$7364.88								
Sub Total Material	\$3292.44	]							
Sub Total Equipment				\$4102.50					



### Change Request Cost Breakdown Re-Certification of Fire Extinguishers Due to Schedule Extension

Details	Qty.	Unit	Rate	Total	Notes
Labor					
Carpenter Foreman w/Truck	6	Hrs	\$112.33	\$673.98	Supervision
Carpenter	0	Hrs	\$97.27		
	Qty.	Unit	Rate	Total	Notes
Materials					
Mobile Fire Service	1	LS	\$1,260	\$1260.00	Quote:Q2241216-08
	Qty.	Unit	Rate	Total	Notes
Equipment					
	Qty.	Unit	Rate	Total	Notes
Rental Equipment					
Sub Total Labor	1			\$673.98	
Sub Total Material				\$1260.00	
Sub Total Equipment				\$0.00	



Date: 10/3/24 Regarding: Rose Ave ES

Balfour Beatty Team, ROM to remove and replace 80LF of curb/gutter and 200 sq ft of sidewalk at phase II construction entrance is \$15,000.







		SENT VIA:	Email
EQUEST # 004		PAGES:	2
Rose Ave Es	DATE: PROJECT NO:	11/15/	/24
21-043	CONTRACT FOR:	29 - Exterior Play &	Gym Equipmer
Balfour Beatty Construction	FROM:	Cliff Ro	drick
Rafael Almillo			
CE # 141 - Schedule Update			
ional Days Required: 0		COR Valid fo	or 30 days
Exterior play equipment mat 11/8/24	erial and labor cost associated	with schedule extensi	on distributed
		\$	4,465.3
			12,865.5
		\$	-
			17,330.8
			446.5
			1,929.8
			10 707 0
		Φ	19,707.2
	\$ -		
	\$ -		
	\$ -		
	-	ł	
PIOIIL			
	φ -		
ubcontractors		¢	19,707.2
		2.0% \$	394.1
e, .22% of contract if max \$3	,750 has not been met)	_ \$	-
e, .22% of contract if max \$3	3,750 has not been met)	\$	20,101.3
	Rose Ave Es 21-043 Balfour Beatty Construction Rafael Almillo CE # 141 - Schedule Update ional Days Required: 0 Exterior play equipment mat	Rose Ave Es     DATE: PROJECT NO: 21-043       21-043     CONTRACT FOR:       Balfour Beatty Construction     FROM:       Rafael Almillo     CE # 141 - Schedule Update       ional Days Required:     0       Exterior play equipment material and labor cost associated 11/8/24       \$ - \$ 5 - \$	EQUEST # 004     PAGES:       Rose Ave Es     DATE:     11/15/ PROJECT NO:       21-043     CONTRACT FOR:     29 - Exterior Play &       Balfour Beatty Construction     FROM:     Cliff Ro       Rafael Almillo     COR Valid fc       Ce # 141 - Schedule Update     COR Valid fc       Sonal Days Required:     0     COR Valid fc       Exterior play equipment material and labor cost associated with schedule extensi     11/8/24       S     -     \$       10% \$     \$     \$       10% \$     \$     -       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$       \$     -     \$  <



#### **Change Request Cost Breakdown**

	Chang	ge Request Cos	ot Dicakuown		
Details	Qty.	Unit	Rate	Total	Notes
Labor					
Labor Rate (Effective 7/1/22 -7/1/23)	-381	Hrs	\$89.15	-\$33966.15	
Labor Rate (Effective 7/1/25 -7/1/26)	381	Hrs	\$100.87	\$38431.47	
	Qty.	Unit	Rate	Total	Notes
Materials					
Hanson Associates	-1	LS	\$35925.48	-\$35925.48	Estimate 2004-1760R1
Hanson Associates	1	LS	\$47511.00	\$47511.00	Estimate 2004-1760R3?
Concrete (Through 9/30/23)	-20	Су	\$173.00	-\$3460.00	
Concrete (Through 9/30/25)	20	Су	\$237.00	\$4740.00	
	Qty.	Unit	Rate	Total	Notes
Equipment					
	Qty.	Unit	Rate	Total	Notes
Rental Equipment					
Sub Total Labor			1	\$4465.32	
Sub Total Material				\$12865.52	

Sub Total Equipment

\$12865.52 \$0.00

RADE: D				COST	CENTER:		
	emolition		_ (	ONTI	RACT NO:	15650000	)
		ORIGINAL	CONTRA	АСТ А	MOUNT:	\$	
		PRIOR CH	ANGE OF	RDER	S:	\$	
т	HIS CHANGE ORDER NO:	006					
DESCRIPTIO	Ν	QTY	UM	UNI	T PRICE	TOTAL COST	
Trash		1300	TN	\$	72.00	\$93,600.00	)
Laborer		1250	HR	\$	25.00	\$31,250.00	)
Operator		169	HR	\$	25.00	\$4,225.00	
Mobilizati	on	1	EA	\$	700.00	\$700.00	
	CHANGE ORDER NTRACT AMOUNT (if appro Reason for Change: _		v betweer	n 2021	to the pres		, <b>775.0</b>
s the increase	in the period of delay we are						
	ă.				4		
Submitted:		Recommen	ded:			Approved:	

# **Balfour Beatty**

October 14, 2021

John Scheck Standard Industries 1905 Lirio Avenue Ventura, California 93004

Dear John Scheck:

Enclosed is a copy of our offer of a Subcontract Agreement with your firm for the **Bid Package #27 - Abatement & Demolition** scope of work required for the Rose Ave. Elem School Reconstruction project.

Bid Package #27 - Abatement & Demolition

Note that no work can take place on the project site until we have a fully executed Contract Agreement, including acceptable insurance. Therefore, we request you return the Contract Agreement to us not later than 10/29/2021.

After all documents are returned fully executed, we will sign and return a copy to you for your files.

We look forward to a successful project together.

Sincerely,

Brian H. Cahill President, California Division Balfour Beatty Construction, LLC

# **Rose Ave Elementary School**

#### **Standard Demolition**

1905 Lirio Avenue, Ventura, CA. 93004

Account Representative; Leona Russian Leona@standard1.com

#### APPLICATION NO: APPLICATION DATE:

PERIOD TO: PROJECT NO:

Α	В	С	D	Е	F	G		Н	T
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CO FROM PREVIOUS APPLICATION (D + E)		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE 10%
1	Phase 1 - Mobilization Nov 8, 2021	¢2, 500, 00							
- 1	Phase 1 - Activity # EA 1020 Demo Nov 2022	\$2,500.00	\$0	\$0	\$0	\$0	0%	\$2,500	\$0
	Phase 1a - Activity # U 1030 pvng/plgnd/grdn	\$24,000.00		\$0	\$0	\$0	0%	\$24,000	\$0
	Phase 1 - Mobilization Nov 03, 2022	\$11,600.00		\$0	\$0	\$0	0%	\$11,600	\$0
		\$2,500.00		\$0	\$0	\$0	0%	\$2,500	\$0
	Phase 1 - Parent Drop Off Activity # PDO 1002	\$24,000.00	and the second se	\$0	\$0	\$0	0%	\$24,000	\$0
	Phase 2 - Mobilization March 15, 2023	\$2,500.00		\$0	\$0	\$0	0%	\$2,500	\$0
	Phase 2 - Abatement Activity # Ph2-A 1000	\$50,000.00		\$0	\$0	\$0	0%	\$50,000	\$0
_	Phase 2 - Site Demo Activity # Ph2-D 1000	\$45,000.00		\$0	\$0	\$0	0%	\$45,000	\$0
9	Phase 2 - Utility Demo Activity # Ph2-D 1090	\$30,000.00	\$0	\$0	\$0	\$0	0%	\$30,000	\$0
10	Phase 2 - Bldg Demo Above Grade # Ph2-D 1010	\$125,000.00	\$0	\$0	\$0	\$0	0%	\$125,000	\$0
11	Phase 2 - Bldg Demo Below Grade # Ph2-D 1010	\$175,000.00	\$0	\$0	\$0	\$0	0%	\$175,000	\$0
12			\$0	\$0	\$0	\$0	0%	\$0	\$0
									40
_	Subtotal	\$492,100	\$0	<u>S0</u>	\$0	\$0	0%	\$492,100	\$0
	TOTAL ORIGINAL CONTRACT	\$492,100	\$0	\$0	\$0	\$0	0%	\$492,100	\$0
	Change Orders:								``
	SWPPP		\$0	\$0	\$0	\$0	0%		
	Crushing		ψŪ	<b>4</b> 0			0%	\$0	\$0
	Bonds								
	TOTAL CHANGE ORDERS	\$0	\$0	50	. \$0	\$0		<b>S</b> 0	50
	GRAND TOTALS	\$492,100	\$0	\$0	\$0	\$0	0%	\$492,100	\$0

Rose Elem	entary		\$212.28				-	11/14/2024
Trucking:	Cost Basis	Yards	Tons	Hours / load	\$ / Trucking	Dump Fee	Total	
Concrete	\$115.00		10594.34	1	\$58,016.62	\$0.00		\$58,016.62
Asphalt	\$115.00		3290.24	1		\$0.00		\$18,017.98
Grubbing	\$115.00		800	3.75		\$37.00		\$46,028.57
Trash	\$115.00		1300.0	3.75	\$37,375.00	37		\$85,475.00
Hard Demo	Cost Basis	Yards	Cost				Total	
Breaker	\$42.00		\$84,000.00					\$84,000.00
Slabs	\$32.00		\$56,480.00					\$56,480.00
AC	\$12.00	1696	\$20,352.00					\$20,352.00
Backfill:	Cost Basis	Yards	Tons	Cost	Mobe	Water	Total	
Trenching	\$13.00	1000		\$13,000.00				\$13,000.00
Crushing			0	\$0.00			Sec. Ale	\$0.00
Stockpile			0	\$0.00				\$0.00
			0	\$0.00				\$0.00
			0	\$0.00				\$0.00
Labor:	Cost Basis	Man-hours	Cost				Total	<b>VU</b> . <b>UU</b>
Supervisor			\$0.00				Total	50.00
Operator	\$100.00	169	\$16,900.00				State of the State	\$0.00 \$16,900.00
Laborer	\$85.00	1250	\$106,250.00					\$106,250.00
Torch-Man	\$95.00	0	\$0.00				COLUMN ST	
	\$55.00	0	\$0.00					\$0.00
Ovr head	\$5.00		\$6,157.50				1201	\$0.00 \$6,157.50
Soft Demo	#'s / sqft	auth		Provide Address	0.111		-	\$6,157.50
All	#S/SQIL	sqft	Tons	Equip Hours	Cost / Hour		Total	
0		75850.00	1297.0	151.0	610		-	\$92,110.00
0	0		0.0	0.0	360			\$0.00
0	0		0.0	0.0	360			\$0.00
0	0		0.0	0.0	360			\$0.00
0		0.00	0.0	0.0	360			\$0.00
0			0.0	0.0	360			\$0.00
-			0.0	0.0	360			\$0.00
Sub's:	VenTERRA		HVAC				Total	
	\$5,000.00	\$2,500.00	\$5,000.00				1	\$12,500.00
	water series		2		-			\$0.00
Utilities:	Water	Temporary	Gas	Elect.	Well		Total	
	\$6,500.00	\$0.00	\$0.00					\$6,500.00
								\$0.00
Rental's	Rk TRK	H20	Crane	lifts			Total	
								\$0.00
								\$0.00
Materials	SWPP	Bulbs					Total	
		\$3,000.00					Total	\$3,000.00
								\$3,000.00
Permits	City	Grading	OSHA	DHS	Laboratory		Total	\$0.00
erintes	City	Grading	USHA	UNS	Laboratory		Total	
								\$0.00
Mobilization	Laudead	De unit	-		140 W			\$0.00
NODITIZATION	Lowbed	Permits	Pilot	Subsistnc	Stndby		Fotal	
	\$7,500.00						-	\$7,500.00
								\$0.00
Consumables	Oxy&acet	Equip.	Suits	Rigging			<b>Total</b>	
							No. of Lot	\$0.00
								\$0.00
laz-Mat	LEAD						otal	
				1			in the second	\$0.00
							IIIIII	unununun
mannan	mmmmm	anannunnun	mmmmm	mannan			111111	
	6					TOTAL	9	632,287.68
Steel Credit		Salvago Crodit		landa				
Steel Credit	11	Salvage Credit	E	Bonds				

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10:21 AM

11/14/24

Accrual Basis

# STANDARD DEMOLITION, INC **Transaction Detail By Account** All Transactions

Date	Num	Source Name	Memo	Debit
11/15/2021 11/22/2021 11/30/2021 02/01/2022 02/26/2022 03/15/2022 07/02/2022 07/02/2022 07/31/2022 08/15/2022 09/19/2023	ash Dump Fees 1232187 1232295 1235341 0051895-2510-7 1252108 24171 24267 1278516 1278516 1278829 25347 50850 1356524	Standard Industries JDML Inc Standard Industries JDML Inc Standard Industries JDML Inc WM Corporate Services, Inc. Standard Industries JDML Inc Chiquita Canyon Landfill Chiquita Canyon Landfill Standard Industries JDML Inc Standard Industries JDML Inc Chiquita Canyon Landfill Environmental Resource Division Standard Industries JDML Inc	11/09/2021 - BOL 21579 21580 21582 - NET 49,620 @ \$67/NT 11/09/2021: BOL 21581 - NET 16,070 @ \$67, 11/12/2021: BOL 21583 - NET 11,780 @ \$67 11/24/2021: no bol - NET 22,860 profile fee 02/23/2022: NO BOL - NET 4,680 @ \$67/NT NET WEIGHT: 1,160.76 Soil-NON HAZ RAE21344 220 S Driskill St Oxnard CA NET WEIGHT: 4,056.66 Soil-NON HAZARDOUS @ \$26/NT RAE21344 220 S Driskill St Oxnard CA 06/30/2022 - NO BOL - NET 31,480 @ \$67/NT 07/01/2022: BOL #21114 - NET 28,940 @ \$67/NT NET WEIGHT: 374.43 Soil-NON HAZARDOUS @ \$26/NT RAE21344 220 S Driskill St Oxnard CA 07/01/2022: NET 19.06 @ \$59.59 8/29/23: NET 10,300 @ \$72/NT	1,662.27 931.97 765.81 100.00 156.78 30,179.76 105,473.16 1,054.58 969.49 9,735.18 1,135.79 370.80
TOTAL	0 · Trash Dump Fees			152,535.59
	TPA	97.11		152,535.59

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2027 - #72 51 2027 - #32:35 cHigutA

cast = # 69.39 WM # 8 345 51=#98

10:20 AM 11/14/24 Accrual Basis	STANDARD DEMOLITION, INC Transaction Detail By Account All Transactions	
DateNumSource Name62200 · Concrete Disposal06/29/202273328714Vulcan Materials Company06/30/202273330293Vulcan Materials Company06/30/202273330294Vulcan Materials Company06/30/202273330295Vulcan Materials Company06/30/202273332767Vulcan Materials Company06/30/202273332768Vulcan Materials Company06/30/202273332769Vulcan Materials Company06/30/202273332770Vulcan Materials Company06/30/20227332755Vulcan Materials Company07/28/202373723575Vulcan Materials Company07/28/202373723578Vulcan Materials Company07/202273781068Vulcan Materials Company09/20/202373781068Vulcan Materials CompanyTotal 62200 · Concrete DisposalTOTAL	Memo 06/27/2022: Tix #16478990 16478992 - 2 qty / 2 loads - TRI STR - Dump No Charge 06/28/2022: TRI STR - Dump No Charge - 5 qty / 5 loads 06/28/2022: TRI STR - Dump No Charge - 1 load / 1 qty 06/28/2022: TRI STR - Dump No Charge - 4 qty / 4 loads 06/29/2022: 3 qty / 3 loads - TRI STR - Dump No Charge 06/30/2022: 7 qty / 6 loads - TRI STR - Dump No Charge 06/30/2022: 8 qty / 8 loads - TRI STR - Dump No Charge 06/29/2022: 11 qty / 11 loads - TRI STR - Dump No Charge 06/29/2022: 11 qty / 11 loads - TRI STR - Dump No Charge 07/28/2022: Ticket #13014 - 1 qty @ \$100 CONCRETE DUMP FEE NET WEIGHT = 8.56 TONS 07/26/2023: TICKET #16493874 - 1 QTY/1 LOAD - STANDARD - DUMP NO CHARGE 07/26/2023: 11 QTY / 11 LOADS - STANDARD - ASPH DUMP W/PURCHASE @ \$75/load 07/26/2023: TICKET #22081832 STANDARD MIXZED CONCRETE/AC - 1 QTY / 1 LOAD 09/18/2023: 2 loads	Debit 0.00 0.00 0.00 0.00 0.00 0.00 0.00 100.00 0.00 100.00 0.00 825.00 250.00 0.00 1,175.00
2022 & mican #100 Spm	Azphalt #75 MLCan	1,175.00
2023 #150 Spm 2023 #200 mlcon \$7350 Spm	Alls Milcan	

Page 1

## Craft: Laborer and Related Classifications #

#### **Determination:**

SC-23-102-2-2021-1

#### Issue Date:

August 22, 2021

#### Expiration date of determination:

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

#### Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>b</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) °	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate
Group 1	\$37.43	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$62.03	\$80.745	cd \$80.745	(2 X)
Group 2	\$37.98	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$62.58	\$81.570		\$99.46
Group 3	\$38.53	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61				\$81.570	\$100.56
Group 4	\$40.08	\$8.10					8.0	\$63.13	\$82.395	\$82.395	\$101.66
			\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$64.68	\$84.720	\$84.720	\$104.76
Group 5	\$40.43	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$65.03	\$85.245	\$85.245	\$105.46

20N-2022

## Craft: Laborer and Related Classifications #

#### **Determination:**

SC-23-102-2-2022-1

#### Issue Date:

August 22, 2022

# Expiration date of determination:

June 30, 2023\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) °	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate
Group 1	\$39.23	\$8.75	\$10.82	\$5.02	\$0.70	\$0.67	8.0	\$65.19	\$84.805	\$84.805	(2 X) \$104.420
Group 2	\$39.78	\$8.75	\$10.82	\$5.02	\$0.70	\$0.67	8.0	\$65.74	\$85.630	\$85.630	\$105.520
Group 3	\$40.33	\$8.75	\$10.82	\$5.02	\$0.70	\$0.67	8.0	\$66.29	\$86.455	\$86.455	\$106.620
Group 4	\$41.88	\$8.75	\$10.82	\$5.02	\$0.70	\$0.67	8.0	\$67.84	\$88.780	\$88.780	\$109.720
Group 5	\$42.23	\$8.75	\$10.82	\$5.02	\$0.70	\$0.67	8.0	\$68.19	\$89.305	\$89.305	\$110.420

mag-n

## Craft: Laborer and Related Classifications #

#### **Determination:**

SC-23-102-2-2023-1

#### Issue Date:

August 22, 2023

# Expiration date of determination:

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) °	Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate
Group 1	\$41.38	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$68.39	\$89.080	ca \$89.080	(2 X) \$109.770
Group 2	\$41.93	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$68.94	\$89.905	\$89.905	\$110.870
Group 3	\$42.48	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$69.49	\$90.730	\$90.730	\$111.970
Group 4	\$44.03	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$71.04	\$93.055	\$93.055	\$115.070
Group 5	\$44.38	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$71.39	\$93.580	\$93.580	\$115.770

2023-2024

#### Craft: Laborer and Related Classifications #

#### **Determination:**

SC-23-102-2-2024-1

#### Issue Date:

August 22, 2024

# Expiration date of determination:

June 30, 2025\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) °	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate
Group 1	\$43.88	\$9.25	\$12.07	\$5.02	\$0.80	\$0.67	8.0	\$71.69	\$93.630	\$93.630	(2 X) \$115.570
Group 2	\$44.43	\$9.25	\$12.07	\$5.02	\$0.80	\$0.67	8.0	\$72.24	\$94.455	\$94.455	\$116.670
Group 3	\$44.98	\$9.25	\$12.07	\$5.02	\$0.80	\$0.67	8.0	\$72.79	\$95.280	\$95.280	\$117.770
Group 4	\$46.53	\$9.25	\$12.07	\$5.02	\$0.80	\$0.67	8.0	\$74.34	\$97.605	\$97.605	\$120.870
Group 5	\$46.88	\$9.25	\$12.07	\$5.02	\$0.80	\$0.67	8.0	\$74.69	\$98.130	\$98.130	\$121.570

AU2 +2

## **CRAFT: OPERATING ENGINEER#**

#### **Determination:**

SC-23-63-2-2021-2

Issue Date: August 22, 2021

#### Expiration date of determination:

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

#### Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Classification <sup>a</sup>	Basic		Total	Daily Overtime	Saturday Overtime	Sunday/Holiday Overtime
(Journeyperson)	Hourly Rate	Hours	Hourly Rate	Hourly Rate <sup>b</sup>	Hourly Rate <sup>c</sup>	Hourly Rate
0	¢40.05	0	A70.00	(1½ x)	(1½ X)	(2 x)
Group 1	\$49.65	8	\$79.69	\$104.515	\$104.515	\$129.34
Group 2	\$50.43	8	\$80.47	\$105.685	\$105.685	\$130.90
Group 3	\$50.72	8	\$80.76	\$106.120	\$106.120	\$131.48
Group 4	\$52.21	8	\$82.25	\$108.355	\$108.355	\$134.46
Group 6	\$52.43	8	\$82.47	\$108.685	\$108.685	\$134.90
Group 8	\$52.54	8	\$82.58	\$108.850	\$108.850	\$135.12
Group 10	\$52.66	8	\$82.70	\$109.030	\$109.030	\$135.36
Group 12	\$52.83	8	\$82.87	\$109.285	\$109.285	\$135.70
Group 13	\$52.93	8	\$82.97	\$109.435	\$109.435	\$135.90
Group 14	\$52.96	8	\$83.00	\$109.480	\$109.480	\$135.96
Group 15	\$53.04	8	\$83.08	\$109.600	\$109.600	\$136.12
Group 16	\$53.16	8	\$83.20	\$109.780	\$109.780	\$136.36
Group 17	\$53.33	8	\$83.37	\$110.035	\$110.035	\$136.70
Group 18	\$53.43	8	\$83.47	\$110.185	\$110.185	\$136.90
Group 19	\$53.54	8	\$83.58	\$110.350	\$110.350	\$137.12
Group 20	\$53.66	8	\$83.70	\$110.530	\$110.530	\$137.36
Group 21	\$53.83	8	\$83.87	\$110.785	\$110.785	\$137.70
Group 22	\$53.93	8	\$83.97	\$110.935	\$110.935	\$137.90
Group 23	\$54.04	8	\$84.08	\$111.100	\$111.100	\$138.12
Group 24	\$54.16	8	\$84.20	\$111.280	\$111.280	\$138.36
Group 25	\$54.33	8	\$84.37	\$111.535	\$111.535	\$138.70

- 2072

#### **CRAFT: OPERATING ENGINEER#**

Determination:

SC-23-63-2-2022-2

#### Issue Date:

August 22, 2022

#### Expiration date of determination:

June 30, 2023\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Classification <sup>a</sup>	Basic		Total	Daily Overtime	Saturday Overtime	Sunday/Holiday Overtime
(Journeyperson)	Hourly	Hours	Hourly	IV Hourly Rate <sup>b</sup> Hourly Rate		Hourly Rate
(0000) porcori,	Rate		Rate	(1½ x)	(1½ x)	(2 x)
Group 1	\$53.90	8	\$84.69	\$111.640	\$111.640	\$138.590
Group 2	\$54.68	8	\$85.47	\$112.810	\$112.810	\$140.150
Group 3	\$54.97	8	\$85.76	\$113.245	\$113.245	\$140.730
Group 4	\$56.46	8	\$87.25	\$115.480	\$115.480	\$143.710
Group 6	\$56.68	8	\$87.47	\$115.810	\$115.810	\$144.150
Group 8	\$56.79	8	\$87.58	\$115.975	\$115.975	\$144.370
Group 10	\$56.91	8	\$87.70	\$116.155	\$116.155	\$144.610
Group 12	\$57.08	8	\$87.87	\$116.410	\$116.410	\$144.950
Group 13	\$57.18	8	\$87.97	\$116.560	\$116.560	\$145.150
Group 14	\$57.21	8	\$88.00	\$116.605	\$116.605	\$145.210
Group 15	\$57.29	8	\$88.08	\$116.725	\$116.725	\$145.370
Group 16	\$57.41	8	\$88.20	\$116.905	\$116.905	\$145.610
Group 17	\$57.58	8	\$88.37	\$117.160	\$117.160	\$145.950
Group 18	\$57.68	8	\$88.47	\$117.310	\$117.310	\$146.150
Group 19	\$57.79	8	\$88.58	\$117.475	\$117.475	\$146.370
Group 20	\$57.91	8	\$88.70	\$117.655	\$117.655	\$146.610
Group 21	\$58.08	8	\$88.87	\$117.910	\$117.910	\$146.950
Group 22	\$58.18	8	\$88.97	\$118.060	\$118.060	\$147.150
Group 23	\$58.29	8	\$89.08	\$118.225	\$118.225	\$147.370
Group 24	\$58.41	8	\$89.20	\$118.405	\$118.405	\$147.610
Group 25	\$58.58	8	\$89.37	\$118.660	\$118.660	\$147.950

122-202

#### **CRAFT: OPERATING ENGINEER#**

Determination:

SC-23-63-2-2023-2

#### Issue Date:

August 22, 2023

#### Expiration date of determination:

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

	Basic		Total	Daily	Saturday	Sunday/Holiday
Classification <sup>a</sup>	Hourly	Hours	Hourly	Overtime	Overtime	Overtime
(Journeyperson)	Rate	nouro	Rate	Hourly Rate <sup>b</sup>	Hourly Rate <sup>c</sup>	Hourly Rate
water and the second state				(1½ x)	(1½ x)	(2 x)
Group 1	\$55.90	8	\$88.71	\$116.660	\$116.660	\$144.610
Group 2	\$56.68	8	\$89.49	\$117.830	\$117.830	\$146.170
Group 3	\$56.97	8	\$89.78	\$118.265	\$118.265	\$146.750
Group 4	\$58.46	8	\$91.27	\$120.500	\$120.500	\$149.730
Group 6	\$58.68	8	\$91.49	\$120.830	\$120.830	\$150.170
Group 8	\$58.79	8	\$91.60	\$120.995	\$120.995	\$150.390
Group 10	\$58.91	8	\$91.72	\$121.175	\$121.175	\$150.630
Group 12	\$59.08	8	\$91.89	\$121.430	\$121.430	\$150.970
Group 13	\$59.18	8	\$91.99	\$121.580	\$121.580	\$151.170
Group 14	\$59.21	8	\$92.02	\$121.625	\$121.625	\$151.230
Group 15	\$59.29	8	\$92.10	\$121.745	\$121.745	\$151.390
Group 16	\$59.41	8	\$92.22	\$121.925	\$121.925	\$151.630
Group 17	\$59.58	8	\$92.39	\$122.180	\$122.180	\$151.970
Group 18	\$59.68	8	\$92.49	\$122.330	\$122.330	\$152.170
Group 19	\$59.79	8	\$92.60	\$122.495	\$122.495	\$152.390
Group 20	\$59.91	8	\$92.72	\$122.675	\$122.675	\$152.630
Group 21	\$60.08	8	\$92.89	\$122.930	\$122.930	\$152.970
Group 22	\$60.18	8	\$92.99	\$123.080	\$123.080	\$153.170
Group 23	\$60.29	8	\$93.10	\$123.245	\$123.245	\$153.390
Group 24	\$60.41	8	\$93.22	\$123.425	\$123.425	\$153.630
Group 25	\$60.58	8	\$93.39	\$123.680	\$123.680	\$153.970

#+2

2023-2024

#### **CRAFT: OPERATING ENGINEER#**

Determination:

SC-23-63-2-2024-1

Issue Date:

August 22, 2024

#### Expiration date of determination:

June 30, 2025\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

#### Localities:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

Classification <sup>a</sup>	Basic		Total	Daily Overtime	Saturday Overtime	Sunday/Holiday Overtime
(Journeyperson)	Hourly	Hours	Hourly	Hourly Rate <sup>b</sup>	Hourly Rate <sup>c</sup>	Hourly Rate
(ocume)person)	Rate		Rate	(1½ x)	(1½ x)	(2 x)
Group 1	\$58.40	8	\$92.73	\$121.93	\$121.93	\$151.13
Group 2	\$59.18	8	\$93.51	\$123.10	\$123.10	\$152.69
Group 3	\$59.47	8	\$93.80	\$123.54	\$123.54	\$153.27
Group 4	\$60.96	8	\$95.29	\$125.77	\$125.77	\$156.25
Group 6	\$61.18	8	\$95.51	\$126.10	\$126.10	\$156.69
Group 8	\$61.29	8	\$95.62	\$126.27	\$126.27	\$156.91
Group 10	\$61.41	8	\$95.74	\$126.45	\$126.45	\$157.15
Group 12	\$61.58	8	\$95.91	\$126.70	\$126.70	\$157.49
Group 13	\$61.68	8	\$96.01	\$126.85	\$126.85	\$157.69
Group 14	\$61.71	8	\$96.04	\$126.90	\$126.90	\$157.75
Group 15	\$61.79	8	\$96.12	\$127.02	\$127.02	\$157.91
Group 16	\$61.91	8	\$96.24	\$127.20	\$127.20	\$158.15
Group 17	\$62.08	8	\$96.41	\$127.45	\$127.45	\$158.49
Group 18	\$62.18	8	\$96.51	\$127.60	\$127.60	\$158.69
Group 19	\$62.29	8	\$96.62	\$127.77	\$127.77	\$158.91
Group 20	\$62.41	8	\$96.74	\$127.95	\$127.95	\$159.15
Group 21	\$62.58	8	\$96.91	\$128.20	\$128.20	\$159.49
Group 22	\$62.68	8	\$97.01	\$128.35	\$128.35	\$159.69
Group 23	\$62.79	8	\$97.12	\$128.52	\$128.52	\$159.91
Group 24	\$62.91	8	\$97.24	\$128.70	\$128.70	\$160.15
Group 25	\$63.08	8	\$97.41	\$128.95	\$128.95	\$160.49

62

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		-			
L.,			48		

# JDML Inc. STANDARD INDUSTRIES CONSTRUCTION CHANGE ORDER REQUEST

DCATION:	Rose Ave Elementary		(	соѕт	CENTER:	
TRADE:	Demolition		C	CONTR	RACT NO:	15650000
		ORIGINAL	CONTRA		MOUNT:	\$ -
		PRIOR CH	ANGE OF	RDERS	6:	\$-
	THIS CHANGE ORDER NO:	00				
DESCRIP	TION	QTY	UM	UNI	T PRICE	TOTAL COST
Re-M	lobilization	2	LS	\$	700.00	\$1,400.00
Saw	- Cutting	12	HR	\$	200.00	\$2,400.00
Tippi	ng Fee / Vulcan Materials	4	SF	\$	150.00	\$600.00
			SF	\$	0.20	\$0.00
			SF	\$	0.33	\$0.00
TOTAL T	HIS CHANGE ORDER					\$4,400.00
REVISED	CONTRACT AMOUNT (if appro	oved)				
	Reason for Change:	Asphalt rer	noval - wh	nich is I	part of our	
origir	al Scope-of-Work, just out of sec	quence. Thus	, a separa	te mob	oilization	
	e. Don't forget "Tipping Fees for A					ntract (3 years ago)
Submitted	:	Recommer	nded:			Approved:
Randy Ma	ayes - Decenber 16, 2024					
Offsite Tra	•	Superinten	dent, Date	Э		CD Manager, Date



#### **CHANGE ORDER REQUEST # 09**

TITLE:	SWPPP MAINTENANCE CREW	DATE: 11/20/2024
PROJECT:	Rose Ave Elementary School	MLI JOB: 172146
TO:	Balfour Beatty	
ATTN:	Rafael Alamillo	
	Ralamillo@BalfourBeattyus.com	
	Phone: (805) 983-1558 Cell: (805) 20	3-7462

#### REQUEST

COST IMPACT FOR SWPPP MAINTENANCE INCLUDES 2 MAN CREW PER DAY. COST BELOW INCLUDES A MATERIAL ALLOWANCE OF \$250 PER DAY.

PRICE EXCLUDES ANY WEED ABATEMENT.

Item	Description	Quantitiy	Unit	Unit Price	Amount	
1	SWPPP MAINTENANCE C		DAYS	\$ 2,920.00	\$ 183,960.00	
		16 MONTHS, 4 V	ISITS PER N	IONTH		
				Total	\$ 183,960.00 N	'n
	Marina Landscape, Inc. Rebecca South			Balfour Beatty Rafael Alamillo		
By:			Approved	by:		
Date:	11/20/2024		Da	ite:		



#### **CHANGE ORDER REQUEST # 08**

1900 S. Lewis St. Anaheim, CA 9280	5-6621		(714) 939-6600 (714) 935-1199	
TITLE:	QSP Reports		DATE:	11/20/2024
PROJECT:	Rose Ave Elementary School		MLI JOE	<b>3:</b> 172146
то:	Balfour Beatty			
ATTN:	Rafael Alamillo			
	Ralamillo@BalfourBeattyus.com			
	Phone: (805) 983-1558 Cell: (80	)5) 208-746	52	
REQUEST				

Price for each inspection. Additional inspections will be billed at unit cost.

A pre-rain inspection is required when the NOAA forecast shows 50 percent rain chance. Continuing rain of 0.25 inch or more requires additional daily inspections until there is a 48-hour dry period at which point a post-rain inspection is required.

ltem	Description	Quantitiy	Unit	Unit Price	Amount
1	QSP Reports & Site Visits	63	EA \$	380.00	\$ 23,940.00
1	Weather Event QSP Reports	20	EA \$	380.00	\$ 7,600.00
1	Stormwater Annual Report	2	EA \$	680.00	\$ 1,360.00
	16 MO	NTHS, 4 VIS	SITS PER MC	NTH	
				Total	\$ 32,900.00
					\$ 32,900.00 N
					L.
	Marina Landscape, Inc.			Balfour Beatty	
	Rebecca South			Rafael Alamillo	
By:			Approved by:		
	<u></u>	-			
Date:	11/20/2024		Date:		
					_

#### **Change Order Work**

				_			C.C.O.		6 rev.1	
	JECT NO.	Rose Aver	ana ES	DATE PERFORMED		6/20/2024 0:00			HORIZED	\$
PRU	DJECT NAME	Kose Ave	lue ES	DATE OF REPORT		0/20/2024 0.00	PREVI		PENDITURE	<u>\$</u> \$
WORK	PERFORMED BY	PREMIE	RWEST LANDSC	APE. INC.			TO DA			<u>\$</u>
W ORIG	I ERI ORMED DI	TREATE							JOB NO.	•
DESCR	IPTION OF WORK	<u>May 2024</u>	Construction Scheo	lule Update Material Co	st Increa	ase			REPORT NO.	
EQUIP. NO	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	P. R. NO	LABOR	НО	URS	HOURLY RATE	EXTENDED AMOUNTS
				\$0.00		Foreman	REG.			\$0.00
				\$0.00		Operator	REG.			\$0.00
				\$0.00		Journeyman	REG.			\$0.00
				\$0.00		Apprentice	REG.			\$0.00
				\$0.00		Apprentice 2	REG.			\$0.00
				\$0.00		Apprentice 3	REG.			\$0.00
				0.00		Tradesmen	REG.			\$0.00
				\$0.00			REG.			\$0.00
	MATERIAL AND/OF	R WORK DO	ONE BY SPECIA	LISTS						
	DESCRIPTION	No. Unit	Unit Cost	Total Item Cost		SUB-TOT	AL	0	Total Labor	\$0.00
Current Materia	al Cost*	1	\$299,067.87	\$299,067.87	ADDED I	PERCENTAGE - (SEE SPECIAL PRO	OVISIONS)			
				\$0.00	SURCHA	ARGE HANDBOOK)	-			
				\$0.00	LABOR	SURCHARGE - 11% ON SATU	RDAY RAT	E		\$0.00
Bid Time Mate	rial Cost*	1	\$201,478.02	-\$201,478.02						
				\$0.00						
*See Backup fo	or Breakout			\$0.00						
				\$0.00						
				\$0.00						
				\$0.00						
				\$0.00						
				\$0.00						
				\$0.00						
				\$0.00						
				\$0.00						
				\$0.00	TRAVEI	_ EXPENSE	NO.		@\$	
				\$0.00						
				\$0.00						
				\$0.00	OTHER				1	
				\$0.00	ļ	TOTAL COST OF LA	BOR		Α	\$0.00
				\$0.00					11	+
	TOTAL COST OF M	MATERIALS		\$97,589.85	TOTAI	COST OF MATERIALS	& EQUII	PMENT	В	\$106,616.91
	+ 9.25% SALES TAX C	ON MATERIAI	.S	\$9,027.06		TOTAL SUBCONT	RACTOR	COST		\$106,616.91
	TOTAL COST OF M	MATERIALS		\$106,616.91		15% ON L	ABOR			\$0.00
						15% ON EQUIPMENT	AND M	ATERL	AL	\$15,992.54
ACCEPTED F	OR PROGRESS PAYMEN	Τ	PD. ON EST. CHECKED B			TOTAL THIS	S REPO	RT		\$122,609.45

# Rose Avenue ES Reconstruction MATERIALS COST INCREASE

# Project Location: 220 S. DRISKILL ST., OXNARD, CA 93030

ITEM / SUPPLIER		BID COST CU	JRRENT COST
IRRIGATION			
SITE ONE		\$103,301.43	\$146,392.11
TREES & SHRUBS			
EVERDE		\$33,012.70	\$46,376.00
FRIEGHT		\$2,310.89	\$4,637.60
SOD			
AG SOD			
SOD (90% TALL FESCUE, 10% BLUE GRASS)	3360 SQFT	\$1,411.20	\$2,923.20
HYDROSEEDING			
PACIFIC RIM HYDROSEEDING			
AGRONOTEC BALLFIELD MIX 4A	96,885 SQFT	\$5,599.95	\$12,946.76
SOIL & MULCH		_	
EARTH WORKS			
SOIL AMENDMENT	595 CYDS	\$5,118.79	\$9,817.50
MULCH	258 CYDS	\$10,939.46	\$13,519.20
FREIGHT		\$7,370.00	\$12,650.00
DECOMPOSED GRANITE			
TRI-STATE MATERIALS, NUTRIEN AG SOLUTIONS			
2"-4" FOOTHILL DECORATIVE COBBLE	1 TON	\$75.00	\$125.00
DG FOR BASEBALL FIELD	410 TONS	\$21,320.00	\$32,800.00
DG PRO INFIELD ADDITIVE	24 TONS	\$5,760.00	\$9,600.00
INFIELD MIX	4 TONS	\$290.60	\$368.00
CLAY UNDER MOUND AND BATTER'S BOX	5 TONS	\$1,400.00	\$2,300.00
1/2"-3/4" FLOAT ROCK FOR DEEP ROOT PLANTER	19 TONS	\$1,368.00	\$1,558.00
3/4" FLOAT ROCK FOR TREE DRAINAGE	3 TONS	\$216.00	\$246.00
BOULDERS 3' X 3, 2' X3, 1'X1		\$284.00	\$408.50
FREIGHT		\$1,700.00	\$2,400.00

CURRENT MATERIAL COST TOTAL	\$299 <i>,</i> 067.87
<b>BID TIME MATERIAL COST</b>	\$201 <i>,</i> 478.02

MATERIAL COST INCREASE

\$97,589.85



W: (805)481-7855

Created	Quote#	Due Date	Expected Award Date	Expiration Date
06/17/2024	7680234	06/17/2024	06/17/2024	06/17/2025

#### Bill To:

Quotation

CURRENT

PremierWest Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

PremierWest Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

Printed	Job Name	Job Description	Job Start Date
06/17/2024 09:38:17	ROSE AVENUE RECONSTRUCTION	OXNARD - PREMIER WEST	06/17/2024

Line #	Item#	Item Desc	Qty	Unit Price	Extended Price
1	WTPRO3-C-24- SPT	Hydropoint Weathertrack ET Pro3 24 Station Conventional Heavy-Duty Top Entry Pedestal Stainless Steel Controller	1	11305.31	11305.31
2	0683100	Febco 4 in. LF860-DOSY Lead Free RPZ OSY	1		3971.25
3	NSI-WMBV-5000- 7A-3-240-3-	WATERTRONICS PUMP 70 GPM @ 30 PSI BOOST	1		23022.46
4	3100300	Superior Master Valve 3100 Brass 3 in. Normally Open FIPT x FIPT	1	1291.75	1291.75
5	FS-B150	Rain Master Flow Sensor Wired Brass Tee Mounted 1-1/2 in. NPT	1	615.00	615.00
6	44LRC	Rain Bird Quick Coupling Valve 1 in. FIPT Inlet 2 pc. Body Double Track Key Lug with Yellow Rubber Locking Cover	1	87.21	87.21
7	BTU-4000-TE	4 Blocked True Union Ball Valve Sch 80 Thd EPDM O-Ring PVC	2	713.24	
8	100P1	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 1 in. FIPT with Flow Control	7	78.47	
9	100P1.5	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 1-1/2 in. FIPT with Flow Control	7	105.80	740.60
10	100P2	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 2 in. FIPT with Flow Control	8	145.45	1163.60
11	700DK-1-LF	Irritrol 700 Series UltraFlow In-Line Drip Zone Valve Kit 1 in. FPT	1	97.13	
12	700DK-1`-MF	Irritrol 700 Series UltraFlow In-Line Drip Zone Valve Kit 1 in. FPT	9	97.13	
13	CR-IC10	Crispin 1 in. Air Relief Valve	2	535.27	
14	T-EHW1645-050	Toro Blue Stripe 5/8 in. Distribution Hose 500 ft. roll	55	56.00	
	T-DPC04-MA	Toro NGE Self Flushing Pressure Compensating Emitter 1.0 gph with Male Adapter (Black) 1/4 in. Barb	4,399	0.22	967.78
16	T-DPC08-DC- RED	Toro NGE Self Flushing Pressure Compensating Emitter 2.0 gph with Dust Cap (Red) 1/4 in. Barb	319	0.22	70.18
17	835-010	Sch 80 PVC Female Adapter 1 in. Socket x FIPT	59	5.89	347.51
18		EA Gray Sch 80 PVC Nipple 1 in. x Close MIPT Threaded Both Ends	59	0.68	
19	4PVC315BE	PVC Pipe 4 in. x 20 ft. SDR-13.5 (CL 315) Bell End (Sold per ft.)	2,433		19050.39
20	1PVCBE	PVC Pipe 1 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	7,345	0.91	
21		PVC Pipe 1-1/2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	1,087	1.59	
22		PVC Pipe 2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	872	1.94	
23		PVC Pipe 2-1/2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	304	3.09	
24	8PVCBE	PVC Pipe 8 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	428	15.72	
25		PVC Pipe 2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	1,506	1.94	
26	570Z-6P- PRXCOM	Toro 570Z Spray Body 6 in. Pop Up with Pressure Regulator, Check Valve and X-Flow	72	15.22	
27	5006+PCSAMRSS	Rain Bird 5006 Plus Part-Circle Stainless Steel Rotor 6 in. Riser with SAM Check Valve and PRS Pressure Regulator	28	30.65	858.20
28	8005SS	Rain Bird 8005 Adjustable Stainless Steel Rotor 5 in. Riser with SAM Check Valve	61	65.37	3987.57
		Rain Bird Root Watering System 36 in. with 0.25 gpm Bubbler and 4 in. Round Grate	186	37.44	6963.84
30	RWSSOCK	Rain Bird Root Watering System Sand Sock	186	3.58	665.88
31	BVC3X12	Tree Stake Lodge Pole Treated 3 in. x 3 in. x 12 ft.	84	22.11	1857.24
32	EZ-32B	EZ-Band Tree Tie Self-Locking Black 32 in.	358	1.52	544.16
33	4PVC200BE	PVC Pipe 4 in. x 20 ft. SDR-21 (CL 200) Bell End (Sold per ft.)	290	5.95	1725.50
34	DNG105-12.5360	Mirafi 140NC Non-Woven Geotextile Black 12.5 ft. x 360 ft.	3	987.38	2962.14
35	406-007	Sch 40 PVC 90 Degree Elbow 3/4 in. Socket	150	0.39	
36	406-010	Sch 40 PVC 90 Degree Elbow 1 in. Socket	150	0.67	100.50
		Sch 40 PVC 90 Degree Elbow 1-1/4 in. Socket	150	1.24	186.00
		Sch 40 PVC 90 Degree Elbow 1-1/2 in. Socket	150	1.45	
		Sch 40 PVC 90 Degree Elbow 2 in. Socket	150	1.98	
		Sch 40 PVC 90 Degree Elbow 4 in. Socket	150	14.71	
		Sch 40 PVC Tee 3/4 in. Socket	150	0.53	

10					
		Sch 40 PVC Tee 1 in. Socket	150	0.88	132.00
		Sch 40 PVC Tee 1-1/4 in. Socket	150	1.36	204.00
		Sch 40 PVC Tee 1-1/2 in. Socket	150	1.67	250.50
45	401-020	Sch 40 PVC Tee 2 in. Socket	150	2.43	364.50
	401-040	Sch 40 PVC Tee 4 in. Socket	150	20.36	3054.00
47	429-007	Sch 40 PVC Coupling 3/4 in. Socket	100	0.33	33.00
48	429-010	Sch 40 PVC Coupling 1 in. Socket	100	0.57	57.00
49	429-0125	Sch 40 PVC Coupling 1-1/4 in. Socket	100	0.74	74.00
50	429-015	Sch 40 PVC Coupling 1-1/2 in. Socket	100	0.79	79.00
51	429-020	Sch 40 PVC Coupling 2 in. Socket	100	1.19	119.00
52	429-040	Sch 40 PVC Coupling 4 in. Socket	100	6.68	668.00
53	141BLK2500	UF Wire Black 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	37,500	0.17	6375.00
54	141RED2500	UF Wire Red 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	37,500	0.17	6375.00
55	141WHT2500	UF Wire White 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	5,000	0.23	1150.00
56	910L1G2G	Applied 10 in. Standard Round Green Valve Box	12	25.63	307.56
-	13241001-				
_		Carson Spec Valve Box Rectangle 13 in. x 24 in. x 12 in.H Green Box/Green Lid Drop-in ICV w/Bolt	28	273.62	7661.36
		Applied 17 in. x 30 in. Standard Rectangular Valve Box	15	205.71	3085.65
		ID Tag Yellow 2-1/4 in. 2-3/4 in.	13	7.58	98.54
		Quikrete Red Brick Paver 2 in. x 4 in. x 8 in.	222	1.53	339.66
		Bagged 3/4 in. Washed Crushed Gravel	110	6.75	742.50
	270672	3M DBR-Y6 Direct Bury Splice Kit DBR/Y-6 (Bulk) 600V	36	2.19	78.84
63	10117-IPS	Weld-On 711 Gray PVC Cement Low VOC Heavy Body 1 gal.	3	153.27	459.81
64	10221-IPS	Weld-On P-70 Purple Primer Low VOC NSF 1 gal.	3	137.96	413.88
		For Questions Please Call Quote Center @ (760)480-9762. Office hours are Mon thru Fri 6:30am-4pm Item Note:			
65	QUOTE10	Due to the "Force Majeure" commodity items such as pipe, wire and etc. are changing frequently. All awarded			
		pricing will be at the current market rate. Please contact your SiteOne sales representative for updates on the			
		current market.			
	•				

# Total Price: \$ 146,392.11

Role	Contact
Customer Contact	Jesus Gallegos

SiteOne Landscape Supply is not responsible for the accuracy of the items contained in this quotation. Please review carefully. Please add appropriate sales tax. Prices on this quote are good for 30 days after the entered bid date. Local tax may differ based on locations and local codes.

BID TIME Quotation

# 1

PremierWest Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

#### Ship To:

Bill To:

PremierWest Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

Cied	aleu	Quole#	Due Dale	Expected Award Date	Expiration Date
07/1	3/2021	5231390	07/13/2021	07/13/2021	08/13/2021

οП

Arroyo Grande CA #313

Arroyo Grande, CA 93420-3335

200 Traffic Way # C

W: (805)481-7855

Stronger Together

Printed	Job Name	Job Description	Job Start Date
07/13/2021 15:28:19	ROSE AVENUE RECONSTRUCTION	OXNARD - PREMIER WEST	07/13/2021

Line #	Item#	Item Desc	Qty	Unit Price	Extended Price	
1		Hydropoint Weathertrack ET Pro3 24 Station Conventional Heavy-Duty Top Entry Pedestal Stainless Steel Controller	1	6,964.620	6,964.62	
2	0683100	Febco 4 in. LF860-DOSY Lead Free RPZ OSY	1	2,560.02	2,560.02	
3	NSI-WMBV-5000- 7A-3-240-3-	WATERTRONICS PUMP 70 GPM @ 30 PSI BOOST	1	18,780.000	18,780.00	
4	3100300	Superior Master Valve 3100 Brass 3 in. Normally Open FIPT x FIPT	1	1,012.534	1,012.53	
5	FS-B150	Rain Master Flow Sensor Wired Brass Tee Mounted 1-1/2 in. NPT	1	451.80	659.60	
6	44LRC	Rain Bird Quick Coupling Valve 1 in. FIPT Inlet 2 pc. Body Double Track Key Lug with Yellow Rubber Locking Cove	r 1	63.221	63.22	
7	BTU-4000-TE	4 Blocked True Union Ball Valve Sch 80 Thd EPDM O-Ring PVC	2	379.895	759.79	
8	100P1	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 1 in. FIPT with Flow Control	7	55.556	388.89	
9	100P1.5	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 1-1/2 in. FIPT with Flow Control	7 🖉	77.744	<del>699.7</del> 0	544.21
10	100P2	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 2 in. FIPT with Flow Control	8 12	109.693	<del>1,426.01</del>	877.54
11	DZK-700	Irritrol 700 Series UltraFlow In-Line Drip Zone Valve Kit 1 in. FPT	1	76.820	76.82	
12	DZK-700	Irritrol 700 Series UltraFlow In-Line Drip Zone Valve Kit 1 in. FPT	ç	76.820	691.38	
13	CR-IC10	Crispin 1 in. Air Relief Valve	2	428.476	856.95	
14	T-EHW1645-050	Toro Blue Stripe 5/8 in. Distribution Hose 500 ft. roll	55 62	39.528	2,450.71	2174.04
15	T-DPC04-MA	Toro NGE Self Flushing Pressure Compensating Emitter 1.0 gph with Male Adapter (Black) 1/4 in. Barb 439	9 4,826	0.137	-661.16	602.66
16	T-DPC08-DC- RED	Toro NGE Self Flushing Pressure Compensating Emitter 2.0 gph with Dust Cap (Red) 1/4 in. Barb	319	0.172	54.87	
17	835-010	Sch 80 PVC Female Adapter 1 in. Socket x FIPT	59 68	0.177	12.22	10.44
18	775-060000	EA Gray Sch 80 PVC Nipple 1 in. x Close MIPT Threaded Both Ends	59 65	0.553	<del>38.16</del>	32.63
19	4PVC315BE	PVC Pipe 4 in. x 20 ft. SDR-13.5 (CL 315) Bell End (Sold per ft.) 2433	2,593	5.017	1 <del>3,011.76</del>	12206.36
20	1PVCBE	PVC Pipe 1 in. x 20 ft. Schedule 40 Bell End (Sold per ft.) 7345	7,975	0.575	4,585.48	4223.38
21	150PVCBE	PVC Pipe 1-1/2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.) 108	1,962	0.922	1,808.45	1002.21
22	2PVCBE	PVC Pipe 2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.) 872	1,396		1,722.39	
23		PVC Pipe 2-1/2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.) 304	544		1,065.16	
24	8PVCBE	PVC Pipe 8 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	428		4,250.61	
25		PVC Pipe 2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	1,506		1,857.73	
26	5707-6P-	Toro 570Z Spray Body 6 in. Pop Up with Pressure Regulator, Check Valve and X-Flow	72			
27	5006+PCSAMRSS	Rain Bird 5006 Plus Part-Circle Stainless Steel Rotor 6 in. Riser with SAM Check Valve and PRS Pressure Regulator	28 29			
-		Rain Bird 8005 Adjustable Stainless Steel Rotor 5 in. Riser with SAM Check Valve	61 100		5 <del>,368.4</del> 1	
		Rain Bird Root Watering System 36 in. with 0.25 gpm Bubbler and 4 in. Round Grate 18			5 <del>,255.77</del>	
		Rain Bird Root Watering System Sand Sock 11	36 194	2.716	<del>526.9</del> 0	505.18
31	BVC3X12		4 93		1, <del>164.17</del>	1051.51
32	EZ-32B	EZ-Band Tree Tie Self-Locking Black 32 in. 35	374		<del>- 174.2</del> 8	
		PVC Pipe 4 in. x 20 ft. SDR-21 (CL 200) Bell End (Sold per ft.) 29	310	3.734	<del>1,157.54</del>	1082.86
34	DNG105-12.5360	Mirafi 140NC Non-Woven Geotextile Black 12.5 ft. x 360 ft.	3	492.634	1,477.90	
35	406-007	Sch 40 PVC 90 Degree Elbow 3/4 in. Socket	150	0.264	39.60	
36	406-010	Sch 40 PVC 90 Degree Elbow 1 in. Socket	150	0.474	71.10	
		Sch 40 PVC 90 Degree Elbow 1-1/4 in. Socket	150	0.837	125.55	
		Sch 40 PVC 90 Degree Elbow 1-1/2 in. Socket	150			
		Sch 40 PVC 90 Degree Elbow 2 in. Socket	150			
		Sch 40 PVC 90 Degree Elbow 4 in. Socket	150		1273.50	
		Sch 40 PVC Tee 3/4 in. Socket	150			

		Sch 40 PVC Tee 1 in. Socket	150	0.631	94.65	
	401-012	Sch 40 PVC Tee 1-1/4 in. Socket	150	0.977	146.55	
44	401-015	Sch 40 PVC Tee 1-1/2 in. Socket	150	1.190	178.50	
45	401-020	Sch 40 PVC Tee 2 in. Socket	150	1.736	260.40	
46	401-040	Sch 40 PVC Tee 4 in. Socket	150	10.220	1533.00	
47	429-007	Sch 40 PVC Coupling 3/4 in. Socket	100	0.213	21.30	
48	429-010	Sch 40 PVC Coupling 1 in. Socket	100	0.372	37.20	
49	429-0125	Sch 40 PVC Coupling 1-1/4 in. Socket	100	0.460	46.00	
50	429-015	Sch 40 PVC Coupling 1-1/2 in. Socket	100	0.551	55.10	
51	429-020	Sch 40 PVC Coupling 2 in. Socket	100	0.839	83.90	
52	429-040	Sch 40 PVC Coupling 4 in. Socket	100	3.960	396.00	
53	141BLK2500	UF Wire Black 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	37,500	0.121	4537.50	
54	141RED2500	UF Wire Red 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	37,500	0.121	4537.50	
55	141WHT2500	UF Wire White 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	5,000	0.121	605.00	
56	910L1G2G	Applied 10 in. Standard Round Green Valve Box	12	16.987	203.84	
-	13241001- CARS	Carson Spec Valve Box Rectangle 13 in. x 24 in. x 12 in.H Green Box/Green Lid Drop-in ICV w/Bolt	28 ,35	225.460	<del>7891.10</del>	6312.88
58	173018P2P	Applied 17 in. x 30 in. Standard Rectangular Valve Box		195.010		
	ID-STD-Y2	ID Tag Yellow 2-1/4 in. 2-3/4 in.	13 20	4.032	80.64	52.42
60	097154	Quikrete Red Brick Paver 2 in. x 4 in. x 8 in. 2	22 250	0.590	147.50	130.98
61	CAGG-0276-BG	Bagged 3/4 in. Washed Crushed Gravel 1	120	4.680	561.60	514.8
62	270672	3M DBR-Y6 Direct Bury Splice Kit DBR/Y-6 (Bulk) 600V 3	5 50	1.716	85.80	61.78
63	10117-IPS	Weld-On 711 Gray PVC Cement Low VOC Heavy Body 1 gal.		76.075	228.23	
64	10221-IPS	Weld-On P-70 Purple Primer Low VOC NSF 1 gal.	3	67.380	202.14	
65	QUOTE10	For Questions Please Call Quote Center @ (760)480-9762. Office hours are Mon thru Fri 6:30am-4pm Item Note: Due to the "Force Majeure" commodity items such as pipe, wire and etc. are changing frequently. All awarded pricing will be at the current market rate. Please contact your SiteOne sales representative for updates on the current market.				

# Total Price: \$109,659.94 \$103,301.43

Role	Contact
Customer Contact	Jesus Gallegos

SiteOne Landscape Supply is not responsible for the accuracy of the items contained in this quotation. Please review carefully. Please add appropriate sales tax. Prices on this quote are good for 30 days after the entered bid date. Local tax may differ based on locations and local codes.

# CURRENT

# **Rose Avenue ES Reconstruction**

# Quote

6/14/2024

# PROJECT ADDRESS: 220 S. DRISKILL ST., OXNARD, CA 93030

Name	Qty	Units	Cost Each	Price Total
36" BOX ARBUTUS 'MARINA' STRAWBERRY TREE	4	EA	\$555.00	\$2,220
48" BOX ARBUTUS 'MARINA' STRAWBERRY TREE	11	EA	\$1,175.00	\$12,925
24" BOX HYMENOSPORUM FLAVUM/ SWEET SHADE	15	EA	\$275.00	\$4,125
36" BOX JACARANDA MIMOSIFOLIA/ JACARANDA	5	EA	\$465.00	\$2,325
24" BOX JACARANDA MIMOSIFOLIA/ JACARANDA	2	EA	\$165.00	\$330
24" BOX MELALEUCA QUINQUENERVIA/ CAJEPUT TREE	27	EA	\$165.00	\$4,455
24" BOX PYRUS CALLERYANA 'CAPITAL'/ CAPILTA CALLERY PEAR	10	EA	\$180.00	\$1,800
15 GAL TRISTANIA CONFERTA/ BRISBANE BOX	10	EA	\$90.00	\$900
24" BOX PYRUS KAWAKAMII/ EVERGREEN PEAR	8	EA	\$180.00	\$1,440
1 GAL CARISSA MACROCARPA 'BOXWOOD BEAUTY'/ NATAL PLUM	222	EA	\$5.00	\$1,110
1 GAL CHONDROPETALUM TECTORUM/ CAPE REED	26	EA	\$7.75	\$202
1 GAL DIETES VEGETA/ FORTNIGHT LILY	124	EA	\$5.00	\$620
1 GAL KNIPHOFIA UVARIA/ RED HOT POKER	51	EA	\$7.00	\$357
1 GAL JUNCUS PATENS/ CALIFORNIA GREY RUSH	49	EA	\$6.00	\$294
5 GAL LIGUSTRUM JAPONICUM 'TEXANUM'/ WAXLEAF PRIVET	135	EA	\$14.00	\$1,890
5 GAL PHORMIUM 'FIREBIRD'/ NEW ZEALAND FLAX	10	EA	\$20.00	\$200
5 GAL PHORMIUM 'YELLOW WAVE'/ NEW ZEALAND FLAX	125	EA	\$21.00	\$2,625
5 GAL PHAPHIOLEPIS UMBELLATA 'MINOR'/ DWARF YEDDO HAWTHRON	68	EA	\$13.00	\$884
5 GAL STRELITZIA REGINAE/ BIRD OF PARADISE	23	EA	\$22.00	\$506
5 GAL WESTRINGIA FRUTICOSA 'SMOKEY'/ COAST ROSEMARY	71	EA	\$16.00	\$1,136
5 GAL BOUGAINVILLEA 'ROSENKA'/ BOUGAINVILLEA	49	EA	\$15.00	\$735
1 GAL CARISSA MACROCARPA 'PROSTRATA'/ NATAL PLUM	240	EA	\$5.50	\$1,320
1 GAL CAREX PANSA/ SAND DUNE SEDGE	152	EA	\$5.00	\$760
1 GAL GREVILLEA LANIGERA 'COASTAL GEM'/ WOOLLY GREVILLEA	89	EA	\$5.50	\$490
1 GAL HEMEROCALLIS 'AUTUMN PRIDE'/ AUTUMN PRIDE DAYLILY	360	EA	\$6.00	\$2,160
1 GAL LANTANA MONTEVIDENSIS/ TRAILING LANTANA	142	EA	\$4.00	\$568

+10% freight



Subtotal

\$46,376.00 \$4,637.60 **Total** \$ 51,013.60

# BID TIME Rose Avenue ES Reconstruction Quote

7/12/2021

# PROJECT ADDRESS: 220 S. DRISKILL ST., OXNARD, CA 93030

Name	Qty	Units	Cost Each	Price Total	1
36" BOX ARBUTUS 'MARINA' STRAWBERRY TREE	4	EA	\$385.00	\$1,540	1
48" BOX ARBUTUS 'MARINA' STRAWBERRY TREE	11	EA	\$860.00	\$9,460	1
24" BOX HYMENOSPORUM FLAVUM/ SWEET SHADE	15	EA	\$200.00	\$3,000	1
36" BOX JACARANDA MIMOSIFOLIA/ JACARANDA	5	EA	\$360.00	\$1,800	1
24" BOX JACARANDA MIMOSIFOLIA/ JACARANDA	2	EA	\$125.00	\$250	1
24" BOX MELALEUCA QUINQUENERVIA/ CAJEPUT TREE	27 29	EA	\$130.00	<del>\$3,770</del>	3510
24" BOX PYRUS CALLERYANA 'CAPITAL'/ CAPILTA CALLERY PEAR	10 15	EA	\$125.00	<del>\$1,875</del>	1250
15 GAL TRISTANIA CONFERTA/ BRISBANE BOX	10	EA	\$40.00	\$400	1
24" BOX PYRUS KAWAKAMII/ EVERGREEN PEAR	8	EA	\$130.00	\$1,040	1
1 GAL CARISSA MACROCARPA 'BOXWOOD BEAUTY'/ NATAL PLUM	222	EA	\$3.35	\$744	1
1 GAL CHONDROPETALUM TECTORUM/ CAPE REED	26	EA	\$4.50	\$117	1
1 GAL DIETES VEGETA/ FORTNIGHT LILY	124	EA	\$2.85	\$353	1
1 GAL KNIPHOFIA UVARIA/ RED HOT POKER	51	EA	\$3.50	\$179	1
1 GAL JUNCUS PATENS/ CALIFORNIA GREY RUSH	49	EA	\$3.50	\$172	1
					1
5 GAL LEPTOSPERMUM S. 'HELENE STRYBING'/ NEW ZEALAND TEA TREE	20	EA	<del>\$9.85</del>	\$197	
5 GAL LIGUSTRUM JAPONICUM 'TEXANUM'/ WAXLEAF PRIVET	135 <del>158</del>	EA	\$7.95	\$1,256	1073.25
5 GAL PHORMIUM 'FIREBIRD'/ NEW ZEALAND FLAX	10	EA	\$16.00	\$160	1
5 GAL PHORMIUM 'YELLOW WAVE'/ NEW ZEALAND FLAX	125 <del>139</del>	EA	\$17.50	<del>\$2,433</del>	2187.50
					1
5 GAL PHAPHIOLEPIS UMBELLATA 'MINOR'/ DWARF YEDDO HAWTHRON	68	EA	\$8.50	\$578	
5 GAL STRELITZIA REGINAE/ BIRD OF PARADISE	23	EA	\$10.00	\$230	1
5 GAL WESTRINGIA FRUTICOSA 'SMOKEY'/ COAST ROSEMARY	71 <del>105</del>	EA	\$8.95	<del>\$940</del>	635.45
5 GAL BOUGAINVILLEA 'ROSENKA'/ BOUGAINVILLEA	49	EA	\$8.95	\$439	1
1 GAL CARISSA MACROCARPA 'PROSTRATA'/ NATAL PLUM	240	EA	\$3.25	\$780	1
1 GAL CAREX PANSA/ SAND DUNE SEDGE	152	EA	\$3.15	\$479	1
1 GAL GREVILLEA LANIGERA 'COASTAL GEM'/ WOOLLY GREVILLEA	<mark>89 <del>12</del>4</mark>	EA	\$5.00	<del>\$620</del>	445
1 GAL HEMEROCALLIS 'AUTUMN PRIDE'/ AUTUMN PRIDE DAYLILY 360	) <del>386</del>	EA	\$5.00	<del>\$1,930</del>	1800
1 GAL LANTANA MONTEVIDENSIS/ TRAILING LANTANA 142	181	EA	\$2.75	<del>\$498</del>	390.5

+7% freight



Subtotal Freight \$33,012.70<del>\$35,237.55</del> \$2,310.89 <del>\$2,466.63</del>

**Total** \$ 37,704.18 \$35,323.59

	CU	RRENT
<b>Project/Job</b>	o Price	Quote



# Quote # Q15446

02 Aaron Taylor

A-G Sod Farms of Nuevo PO Box 709 Nuevo, CA 92567 800-233-5254/Fax 951-928-4023

# **Premier West Landscape**

406 S. Lemon Ave, Ste 1 Walnut, CA 91789

ATTN: Jesus Cervantes

Rose Avenue ES

220 S. DRISKILL ST Oxnard, CA

QUOTE VALID THRU: 12/14/2024 - Quote Given on 6/14/2024

Quantity	Pieces	Description	Unit Price	Extended Price			
3,360	420	Elite Plus Fescue - 8 sq ft Roll	\$0.8700	\$2,923.20			
		Price: \$2,923.20					
Prevailing Project La	Wage bor Agreeme		x Inclusive				
Conditions	of Quote:						
Estimated	Delivery D	ate(s):					
Comments		ST GIVE QUOTE NUMBER when ordering to receive quoted price, ***Quote subject to availability of product.	, ***must be fork	lift access up to			
Customer Sig	gnature	A-G Sod Farms of Nuevo S	A-G Sod Farms of Nuevo Signature				
Customer Pr	inted Name	A-G Sod Farms of Nuevo P	Printed Name				
Date		Date					

			BID TIME					
A-6 500	Farms	Project/Job Pri Quote # Q15 02 Aaron Tay	5446	PO Box 7 Nuevo, C	A-G Sod Farms of Nuevo PO Box 709 Nuevo, CA 92567 800-233-5254/Fax 951-928-402			
Premier W	est Lands	саре	Rose Avenu	e ES				
406 S. Lem Walnut, CA	on Ave, Ste 91789	1	220 S. DRISKIL Oxnard, CA	L ST				
ATTN: Jesu	s Cervantes		QUOTE VALID TI	HRU: 10/14/2	2021 - Quote Give	n on 7/14/2021		
Quantity	Pieces	Description			Unit Price	Extended Price		
3,360		Elite Plus Fescue - 8 sq ft Roll			\$0.4200	\$1,411.20		
	g Wage abor Agreem <b>s of Quote:</b>				x Inclusive			
	Delivery D			e quoted price	, ***must be fork	lift access up to		
Customer S	ignature		A-G Sod Far	A-G Sod Farms of Nuevo Signature				
Customer P	rinted Name		A-G Sod Far	ms of Nuevo F	Printed Name			
Date			Date					



760-638-6227 Don's Cell / 760-638-6217 Cory's Cell

28319 Valley Center Road

Valley Center, CA 92082

teresa.pacificrim@yahoo.com

760-751-7055 760-751-7385 Fax CURRENT

CA Lic. #886257

**ARB** Certified

CA SB Cert #1211120

DIR Reg #1000006248

# **Bid Proposal**

 Date
 Proposal #

 6/17/2024
 6935

Cust. P.O. #

Premier West Landsca 406 S. Lemon Avenue S Walnut, CA 91789 Customer Phone Customer Fax	pe Ste #1 909-444-9000				
	Description	Q	ty	Rate	Total
Square Foot Coverage Rose Ave Elementary Scho 220 S. Driskill Street Oxnard, CA			96,885	0.1200	11,626.20
Mulch 2000 lbs/acre Fertilizer 15-15-15 200 lbs/acre Fertilizer 6-24-24 200 lbs/acre Pam 10 lbs/acre Stover Sportsfield Mix 4A 10 lbs/1000 sf Bid considers 1 move-in, additional at \$900.00					
Bid considers prevailing wa Bid considers must have m	ages letered fire hydrant for water				
Bid does not include prep Bid does not guarantee ge Bid considers no retentio Bid considers standard in	ermination or growth				



28319 Valley Center Road

Valley Center, CA 92082

760-751-7055

**BID TIME** 

CA Lic. #886257

CA SB Cert #1211120

# **Bid Proposal**

Date Proposal # 7/13/2021 5328

Cust. P.O. #

Total

9,015.93

5,599.95

760-751-7055 760-751-7385 Fax 760-638-6227 Don's C teresa.pacificrim@yahoo	ell / 760-638-6217 Cory's Cell .com	ARB Certified DIR Reg #1000006248	
Premier West Landsca 406 S. Lemon Avenue S Walnut, CA 91789			
Customer Phone	909-444-9000		
Customer Fax			
	Description	Qty	Rate
Square Foot Coverage Rose Ave Elementary Scho 220 S. Driskill Street Oxnard, CA	loc	<del>155,985</del> 96,885	0.0578
Mulch 2000 lbs/acre Fertilizer 15-15-15 200 lbs/ Fertilizer 6-24-24 200 lbs/a Pam 10 lbs/acre Stover Sportsfield Mix 4A 1	acre		
	ages hetered fire hydrant for water		
Bid does not include prep Bid does not guarantee g Bid considers no retentio Bid considers standard in	ermination or growth		
Agreed to and Accepte	ed in its Entirety by:		

177



909 444-9002

FAX:

CURRENT

# QUOTATION

NO: 33817

Offer one

#### THIS QUOTATION IS VALID FOR 90 DAYS

**DetGrossAmount** 

DATE: TO:	06/17/24 Jesus Gallegos	 Rose Ave ES Recontruction Rose Ave ES Recontruction
COMPANY:	PremierWest Landscape	220 S Driskill St.
PHONE:	909 444-9000	Oxnard

93030-

PREPARED BY	5	SALESPERSON	TERMS	SHIP DATE	F.O.B. POINT		TYPE OF TRUCK
LEFO		Lefo Phororo	Net 30	06/17/24	Oxnarc	Oxnard Roll Off Doul	
QUANTITY	UOM	DESCRIPTION			UNIT PRICE	UOM	AMOUNT
595.000	CY	Nitrolized Fir Sha	ivings		16.5000	CY	9,817.50
		8 Roll Off Double	s @ \$1,150.00 ea	ach			
258.000	CY	Gorilla Hair			52.4000	CY	13,519.2
		3 Roll Off Double	s @ \$1,150.00 ea	ach			

PLEASE NOTE: <b>Due to fluctuations in fuel costs, delivery surcharges will be added based on weekly averages.</b> Down time rate of \$1.35 per minute will apply for stand-by/unload time over 20 minutes. Changes in quantity, material, type of truck, and/or F.O.B. point will void this quotation. Allow a two business day lead-time for delivery.	SUB TOTAL: SALES TAX: FREIGHT: TOTAL:	23,336.70 2,158.64 12,650.00 38,145.34
If you have any questions concerning this quotation, please don't hesitate to contact us. THANK YOU FOR YOUR BUSINESS!		55,145.54

1725 Agua Mansa Road Riverside, CA 92509 www.ewsa.com (951) 782-0260 (888) SOIL 2 YOU fax (951) 782-0268





QUOTATION NO: 33817

Offer one

#### THIS QUOTATION IS VALID FOR 90 DAYS

DATE:	07/10/21	PROJECT:	Rose Ave ES Recontruction
TO:	Charlotte Wu		Rose Ave ES Recontruction
COMPANY:	PremierWest Landscape		220 S Driskil St.
PHONE:	909 444-9000		Oxnard
FAX:	909 444-9002		93030-

PREF	PARED BY		SALESPERSON	TERMS	SHIP DATE	F.O.B.	POINT	TYPE OF TRUCK
L	LEFO		Lefo Phororo Net 30 07/10/2		07/10/21	Oxnard		Roll Off Double
QU	ANTITY	UOM	DESCRIPTION			UNIT PRICE	UOM	AMOUNT
-	785.000	CY	Nitrolized Fir Sha	avings		8.6030	CY	<del>-6,753.36</del> -
	595		8 10 Roll Off Doub	les @ \$670.00 ea	ch			5118.79
	295.000	CY	Gorilla Hair			42.4010	CY	<u>-12,508.30</u>
	258		3 Roll Off Double	es @ \$670.00 eacl	h			10939.46

PLEASE NOTE:

Due to fluctuations in fuel costs, delivery surcharges will be added based on weekly averages. Down time rate of \$1.35 per minute will apply for stand-by/unload time over 20 minutes. Changes in quantity, material, type of truck, and/or F.O.B. point will void this quotation. Allow a two business day lead-time for delivery. If you have any questions concerning this quotation, please don't hesitate to contact us.

rning this quotation, please don't hesitate to contact us. THANK YOU FOR YOUR BUSINESS!

1725 Agua Mansa Road Riverside, CA 92509 www.ewsa.com SUB TOTAL: 16058.25–19,261.66 SALES TAX: 1485.39 –1,492.78 FREIGHT: 7370 –8,710.00 TOTAL: 24913.64 -29,464.44

> (951) 782-0260 (888) SOIL 2 YOU fax (951) 782-0268

# CURRENT



**ESTIMATE** 

 DATE
 ESTIMATE #

 6/14/2024
 27798

80

WWW.TRISTATEMATERIALS.COM

CUSTON	AER				SHIP T	0			
	YEST LANDS LEMON AV CA 91789				220 SOUT	ENUE ES RECONSTRU 'H DRISKILL ST. , CA 93030	CTION		
ATT	ENTION		FAX/EMAIL	T	ERMS	EXPIRATION	DATE	SAL	ES REP.
JESU	JS		JESUS@PWLMAIL.C	١	Net 30	12/14/2024			SL
QTY.	U/M		DE	SCRI	PTION			PRICE	TOTAL
4	TONS	PRC	) INFIELD MIX					92.00	368.00
410	TONS	TAN	ND.G.					80.00	32,800.00
22	TONS	3/4"	LAVA BLACK FLOAT ROCK					82.00	1804.00
1	EA	SHO	RT LOAD DELIVERY					950.00	950.00
1 3 1	TNS EACH EACH EACH LD	3' D2 2' D2 1' D2	" FOOTHILL COBBLE SUPERSA ESERT TAN BOULDERS ESERT TAN BOULDERS ESERT TAN BOULDERS T BED FREIGHT	ACKEI	)			125.00 95.00 35.00 18.50 1,450.00	125.00 285.00 105.00 18.50 1,450.00
		INC TH SMA PIEC AN WI DEL	RICES BASED ON FULL LOADS UR SHORT LOAD FEES. HIS MATERIAL IS LIKELY TO H ALLER THAN THE NAMED RAN CES. PLEASE ALLOW FOR 10% N ENVIRONMENTAL FEE OF \$5 EIGHT IS APPROXIMATE. WEIG IVERY & BILLED ACCORDINC ACCEPTED, PLEASE SIGN BELC	IAVE F NGE & +/- W2 5.00 WI GHT T GLY DW	IECES TH WILL CON ASTE IN BI LL BE ADI	AT WILL BE LARGER C ITAIN SOME FRACTUR D DED FOR EACH LOAD	)R		0.0
	DELIVERY AN	D BIL	NOTE PLEASE BE AWAR DADS (25 TONS) DELIVERED DIRECTI LED ACCORDINGLY. LOADS LESS TH MATE SUBJECT TO EXPIRATION DA	LY TO J IAN 24 7	TONS WILL E	E CHARGED SHORT LOAD	SU	BTOTAL	\$37,905.50
BUYER A	Т ТНЕ ТІМЕ Т	HE MA	O.B. PLANT SITE OF PRODUCTION. S ITERIALS ARE LOADED FOR SHIPME IGE TO THE MATERIALS FROM THE	ENT. BU	YER BEARS	THE RISK OF ANY LOSS,	TA	AX (9.25%)	\$3,506.26
			NON-REFUNDABLE * RESTOCK FEE ( * BUYER IS RESPONSIBLE FOR ALL I ATTORNEY FEES *				T	OTAL	\$41,411.26

## **BID TIME**



**ESTIMATE** 

 DATE
 ESTIMATE #

 7/12/2021
 27798

P.O. BOX 555 NUEVO, CA 92567

PH: 951-246-8349

WWW.TRISTATEMATERIALS.COM

CUSTO	CUSTOMER SHIP TO								
406 SOUTH	REMIERWEST LANDSCAPE INC.       ROSE AVENUE ES RECONSTRUCTION         16 SOUTH LEMON AVE, SUITE 1       220 SOUTH DRISKILL ST.         17 ALNUT, CA 91789       OXNARD, CA 93030								
АТТ	ENTION	DN   FAX/EMAIL   TERMS   EXPIRATION DATE   S.							
CHA	RLOTTE	TTE CHARLOTTE@PWLMAIL.C Net 30 8/11/2021							SL
QTY.	U/M		DESCRIPTION PR						TOTAL
4	TONS	PRC	) INFIELD MIX					72.65	290.60T
410	TONS	TAN	ND.G.					52.00	21,320.00T
22	TONS	3/4"	LAVA BLACK FOAT ROCK					72.00	1584.00T
1	EA	SHO	RT LOAD DELIVERY					750.00	750.00
1 3	TNS EACH		" FOOTHILL COBBLE SUPERSA ESERT TAN BOULDERS	ACKEI	)			75.00 68.00	75.00T 204.00T
3	EACH		ESERT TAN BOULDERS					24.50	204.001 73.50T
1	EACH LD		ESERT TAN BOULDERS AT BED FREIGHT					6.50 950.00	6.50T 950.00T
		PR	RICES BASED ON FULL LOADS	(25 TC	NS) LESS '	THAN FULL LOADS WII	L		0.00T
		TH SMA PIEC AN WI DEL	UR SHORT LOAD FEES. HIS MATERIAL IS LIKELY TO H ALLER THAN THE NAMED RAN CES. PLEASE ALLOW FOR 10% N ENVIRONMENTAL FEE OF \$5 EIGHT IS APPROXIMATE. WEIG .IVERY & BILLED ACCORDING CCEPTED, PLEASE SIGN BELO	NGE & +/- W4 .00 WI GHT T GHT T	WILL CON ASTE IN BI LL BE ADI	TAIN SOME FRACTURI D DED FOR EACH LOAD			
AT TIME OF	DELIVERY AN FEES	D BIL . ESTI	NOTE PLEASE BE AWAR OADS (25 TONS) DELIVERED DIRECTI LED ACCORDINGLY. LOADS LESS TF MATE SUBJECT TO EXPIRATION DA	LY TO J IAN 24 7 TE. PRE	ONS WILL E LIM REQUII	E CHARGED SHORT LOAD RED.*		BTOTAL	\$25,253.60
BUYER A	T THE TIME T	HE MA	O.B. PLANT SITE OF PRODUCTION. S ITERIALS ARE LOADED FOR SHIPME IGE TO THE MATERIALS FROM THE	NT. BU	YER BEARS	THE RISK OF ANY LOSS,		X (9.25%)	\$2,335.96
			NON-REFUNDABLE * RESTOCK FEE C * BUYER IS RESPONSIBLE FOR ALL I ATTORNEY FEES *				т	DTAL	\$27,589.56

Nutrien Ag Solutions,			CURRENT			
OXNARD CA (660) 2150 EASTMAN AVE. OXNARD, CA 93030 805-487-4961	Inc.	Ag Customer Or	Solutions der / Delivery Ticket	Order # Delivery Order D PO #: Ship Via	Date: ate:	20956550 8/25/2022 8/25/2022 QUOTE mpany Vehicle
Bill To/ Ship To: CASH SALE 1015 E WC OXNARD, 0		0)		••••••		
Applicator: Customer A Crop:	Applied Job Acres: <b>0.0</b>	0 Warehouse: O	KNARD CA	Sales Rep: Beltchenko, G	<b>Guy</b> PCA	#:
	ict/Service Common Name	Manufacturer / EPA# Restr.	Price Reason REI Code	Tax Amt/100 Gal	Total Qty UnitPrice	Qty x Pkg_Size Extended Price
1000180437 DIA F	PRO INFIELD COND	BLK RD 1LB No		888.00 4	8,000.00 LB \$0.20	48,000.00 X 1.00L \$9,600.00
	are available upon For a med	request for applicabl	lving this product, call	ur local Nutrien Ag Solu 1-866-944-8565. e of any pesticide cover		
ICKET CREATED BY:	For help with a	any spill, leak, fire or	exposure, call Chemtr	e of any pesticide cover ec at 1-800-424-9300. (PS) information please go		
					abel look up ta	
		ATE: /				D
OUBLE CHECKED BY:	D			Extend	ed Total:	\$9,600.00
OUBLE CHECKED BY:	D			Orc	Tax: ler Total:	\$9,600.00 888.00 \$10,488.00
OUBLE CHECKED BY:	D			Orc	Tax: ler Total:	\$9,600.00 888.00 \$10,488.00
OUBLE CHECKED BY:	D			Orc	Tax: ler Total:	\$9,600.00 888.00 \$10,488.00
HIPMENT PULLED BY: OUBLE CHECKED BY: OT NUMBERS ON BULK M/	D			Orc	Tax: ler Total:	\$9,600.00 888.00
OUBLE CHECKED BY:	D			Orc	Tax: ler Total:	\$9,600.00 888.00 \$10,488.00

(Date)

(Date)

					BID TIN	ЛЕ				
Nutrien Ag OXNARD ( 2150 EAST OXNARD, 805-487-49	MAN AVE. CA 93030			Ag S		Contraction of the second second		Order #: Delivery Order Da PO #: Ship Via:	Date: ite:	20956550 2/7/2022 2/7/2022 QUOTE ompany Vehicle
Bill To/ Ship To:	CASH SALES OXNARD( 1015 E WOOLEY RD OXNARD, CA 93030	1074550)								
Applicator: Crop:	Customer Applied Job Act	res: <b>0.00</b>	Warehous	se: OX	NARD C	4	Sales Rep:	Beltchenko, G	Guv PC	A#:
Product	t# Product/Service Common Nar		anufacturer	/ EPA# Restr.	REI	Price Reaso Code	n Tax	Amt/100 Gal	Total Qty UnitPrice	Qty x Pkg Size Extended Price
- Stewarts			17 - A ap - 1816							
1000180	437 <b>DIA PRO INFIELI</b>			No	Order N	otes	532.80	48,	000.00 LB \$0.12	48,000.00 X 1.00LB \$5,760.00
					Order N	otes	532.80	48,		
********* ARCI Safety I	*******QUOTE**** Data Sheets are availab F 0 Recommendation has	********* le upon requ or a medical been made	****** lest for app emergence or provide	plicable cy invol	e produc lving this	ts. Contact y product, ca cerning the u	our local N Il 1-866-94 Ise of any p	lutrien Ag Solu 14-8565.	\$0.12	\$5,760.00
********* ARCI Safety I	*******QUOTE**** Data Sheets are availab F 0 Recommendation has	********* le upon requ or a medical been made lp with any	****** lest for app emergence or provide	plicable cy invol d by se fire or	e produc lving this eller cond exposur	ts. Contact y s product, ca cerning the u e, call Chemi	our local N Il 1-866-94 Ise of any p trec at 1-80	lutrien Ag Solu 14-8565. Desticide cover	\$0.12 tions brancl red by this ir	\$5,760.00 n for details. nvoice.
********* ARCI Safety I No TICKET CREA	********QUOTE**** Data Sheets are availab F o Recommendation has For he	********* le upon requ or a medical been made lp with any s	****** lest for app emergence or provide	plicable cy invol d by se fire or	e produc lving this eller cond exposur	ts. Contact y s product, ca cerning the u e, call Chemi	our local N Il 1-866-94 Ise of any p trec at 1-80	lutrien Ag Solu 14-8565. pesticide cover 00-424-9300. nation please go	\$0.12 tions brancl red by this ir	\$5,760.00 n for details. nvoice. an.com
********* ARCI Safety I No TICKET CREAT SHIPMENT PU	v*******QUOTE**** Data Sheets are availab F o Recommendation has For he TED BY:	********** le upon requ or a medical been made lp with any : 	****** lest for app emergenc or provide spill, leak,	plicable cy invol d by se fire or Worke	e produc lving this eller cond exposur er Protect	ts. Contact y s product, ca cerning the u e, call Chemi ion Standard (	our local N Il 1-866-94 Ise of any p trec at 1-8( (WPS) inform	lutrien Ag Solu 14-8565. pesticide cover 00-424-9300. nation please go	\$0.12 tions brancl red by this in to www.agria	\$5,760.00 n for details. nvoice. an.com
********* ARCI Safety I No TICKET CREAT SHIPMENT PU DOUBLE CHEC	v******QUOTE**** Data Sheets are availab Fo Recommendation has For he TED BY:	**************************************	****** lest for app emergenc or provide spill, leak,	plicable cy invol d by se fire or Workd	e produc lving this eller cond exposur er Protect	ts. Contact y s product, ca cerning the u e, call Chemi ion Standard (	our local N Il 1-866-94 Ise of any p trec at 1-8( (WPS) inform	lutrien Ag Solu 14-8565. pesticide cover 00-424-9300. nation please go - L	\$0.12 tions brancl red by this in to www.agria abel look up t	\$5,760.00 n for details. nvoice. an.com
********* ARCI Safety I No TICKET CREAT SHIPMENT PU DOUBLE CHEC	*******QUOTE**** Data Sheets are availab Fo Recommendation has For he TED BY: ULLED BY: XED BY:	**************************************	****** lest for app emergenc or provide spill, leak,	plicable cy invol d by se fire or Workd	e produc lving this eller cond exposur er Protect	ts. Contact y s product, ca cerning the u e, call Chemi ion Standard (	our local N Il 1-866-94 Ise of any p trec at 1-8( (WPS) inform	lutrien Ag Solu 14-8565. pesticide cover 00-424-9300. nation please go - L	\$0.12 tions brancl red by this in to www.agria abel look up t	\$5,760.00 n for details. nvoice. an.com ab
********* ARCI Safety I No TICKET CREAT SHIPMENT PU DOUBLE CHEC	*******QUOTE**** Data Sheets are availab Fo Recommendation has For he TED BY: ULLED BY: XED BY:	**************************************	****** lest for app emergenc or provide spill, leak,	plicable cy invol d by se fire or Workd	e produc lving this eller cond exposur er Protect	ts. Contact y s product, ca cerning the u e, call Chemi ion Standard (	our local N Il 1-866-94 Ise of any p trec at 1-8( (WPS) inform	lutrien Ag Solu 14-8565. pesticide cover 00-424-9300. nation please go - L Extend	\$0.12 tions brancl red by this in to www.agria abel look up t	\$5,760.00 n for details. nvoice. an.com

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OXNARD (	MAN AVE. CA 93030		Custome	CURRE Mutri Ag Solution r Order / De ecommendat	ien <sup>15</sup> livery Ticket		Order #: Delivery I Order Da PO #: Ship Via:	Date: te:	43958105 6/14/2024 6/14/2024 QUOTE Company Vehicle
	CASH SALES OXNARD(1	074550)							
Bill To/ Ship To:	1015 E WOOLEY RD OXNARD, CA 93030								
Applicator:	Customer Applied								
Crop:	Job Acre	s: 0.00	Warehouse:	OXNARD C	A	Sales Rep:	Beltchenko, G	uy PC	CA#:
Product	# Product/Service Common Name		lanufacturer / E Res	PA# str. REI	Price Reasor Code	ו Tax	Amt/100 Gal	Total Qty UnitPrice	Qty x Pkg Size e Extended Price
10002215	596 DIA PRO CLAY M	IX RD 1LI	B	0	1	212.75	10,0	000.00 LB \$0.23	10,000.00 X 1.00LB \$2,300.00
				Order N	otes	Contraction of the second			
*******	*******QUOTE*****	******	****						
ARCI									
Surcey D	For	upon requ	lest for applic	able product	ts. Contact yo	our local Nu	itrien Ag Solut	ions branc	h for details.
No	Recommendation has b	een made with any	or provided b spill, leak, fire	y seller conc or exposure	e product, call cerning the us e, call Chemtr	1-866-94 se of any po rec at 1-80	1-8565. esticide covere	d by this i	nvoice.
No ICKET CREAT	Recommendation has b For help	een made with any	or provided b spill, leak, fire	y seller conc or exposure	e product, call cerning the us e, call Chemtr	1-866-94 se of any po rec at 1-80	<b>1-8565.</b> esticide covere 0-424-9300. ation please go t	d by this i	nvoice. an.com
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No ICKET CREAT HIPMENT PUI OUBLE CHECI	ED BY:	a medica een made with any  DATE	i emergency ii or provided b spill, leak, fire V	volving this y seller conc or exposure Vorker Protect	s product, call serning the us e, call Chemtr ion Standard (\	1-866-94 se of any po rec at 1-80	<b>1-8565.</b> esticide covere 0-424-9300. ation please go t	o www.agri	nvoice. an.com
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Product	# Product/Service Common Name	Manufacturer / EPA# Restr.	REI	Price Reason Code	ו Tax	Amt/100 Gal	Total Qty UnitPrice	Qty x Pkg Size Extended Price
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#### **Change Order Work**

PROJECT NO.       DATE PERFORMED         PROJECT NAME       Rose Avenue ES       DATE OF REPORT       7/2/2024 0:00         WORK PERFORMED BY       PREMIERWEST LANDSCAPE, INC.       PREMIERWEST LANDSCAPE, INC.	C.C.O. NO. AMOUNT AU	11	ADD
PROJECT NAME     Rose Avenue ES     DATE OF REPORT     7/2/2024 0:00			
		THORIZED	\$
WORK PERFORMED BY <b>PREMIERWEST LANDSCAPE, INC.</b>	PREVIOUS E2	XPENDITURE	\$
WORK PERFORMED BY <b>PREMIERWEST LANDSCAPE, INC.</b>	TODAY		\$
	TO DATE		\$
	CONTRACTO	R JOB NO.	
DESCRIPTION OF WORK Material Cost Increase for Installed Material	CONTRACTO	OR REPORT NO.	
		-	
EQUIP. NO EQUIPMENT HOURS HOURLY RATE AMOUNTS NO LABO	R HOURS	HOURLY	
NO AMOUNIS NO	поскы	RATE	AMOUNTS
\$0.00 Foreman	REG.		\$0.00
\$0.00 Operator	REG.		\$0.00
\$0.00 Journeyman	REG.		\$0.00
\$0.00 Apprentice	REG.		\$0.00
\$0.00 Apprentice 2	REG.		\$0.00
\$0.00 Apprentice 3	REG.		\$0.00
\$0.00 Tradesmen	REG.		\$0.00
0.00	REG.		\$0.00
MATERIAL AND/OR WORK DONE BY SPECIALISTS			1
DESCRIPTION No. Unit Unit Cost Total Item Cost	SUB-TOTAL	0 Total Labo	r \$0.00
Material Cost Increase* 1 \$13,455.57 \$13,455.57 ADDED PERCENTAGE - (SEE SI		0 Total Labo	r \$0.00
	PECIAL PROVISIONS)		+
\$0.00 SURCHARGE HANDBOOK) \$0.00 LABOR SURCHARGE - 11%	ON CATURDAY DATE		\$0.00
\$0.00 LABOR SURCHARGE - 11%	ON SATURDAT RATE		\$0.00
\$0.00			-
\$0.00			
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\$0.00			
\$0.00			
\$0.00 TRAVEL EXPENSE	NO.	@\$	
\$0.00			
\$0.00			
\$0.00 OTHER			
\$0.00 TOTAL COS	ST OF LABOR	A	\$0.00
\$0.00		11	+ 5.00
TOTAL COST OF MATERIALS\$13,455.57TOTAL COST OF MAT	ERIALS & EQUIPMEN	т В	\$14,700.21
+ 9.25% SALES TAX ON MATERIALS \$1,244.64 TOTAL SU	JBCONTRACTOR COS	Т	\$14,700.21
TOTAL COST OF MATERIALS \$14,700.21	15% ON LABOR		\$0.00
	JIPMENT AND MATER	IAL	\$2,205.03
ACCEPTED FOR PROGRESS PAYMENT PD. ON EST. NO TOTAL	L THIS REPORT		\$16,905.24

## **ROSE AVE ES**

## INSTALLED MATERIAL INCREASE DUE TO BUMPED SCHEDULE

PRODUCT DESCRIPTION	<b>BID TIME PRICE</b>	2022-2023 PRICE	PRICE DIFFERENCE	QTY INSTALLED	TOTAL COST DIFFERENCE
TORO 570Z 6" POP-UP SPRAY HEAD	\$11.520	\$18.260	\$6.740	75	\$505.50
IRRITROL ADJUSTABLE FLOOD BUBBLER	\$2.189	\$2.891	\$0.702	9	\$6.32
1/2"x10" TRIPLE SWING JOINT	\$24.184	\$26.114	\$1.930	78	\$150.54
100P1 1" REMOTE CONTROL VALV E	\$55.556	\$72.310	\$16.754	5	\$83.77
100P1.5 1-1/2" REMOTE CONTROL VALVE	\$77.744	\$101.168	\$23.424	3	\$70.27
DZK-700 IRRITROL DRIP ZONE VALVE KIT	\$76.820	\$91.543	\$14.723	10	\$147.23
RAIN BIRD 44LRC QUICK COUPLER VALVE	\$63.221	\$63.221	\$0.000	2	\$0.00
4" CLASS 315 PVC PIPE	\$5.017	\$7.904	\$2.887	1260	\$3,637.62
3/4" SCH 40 PVC PIPE	\$0.502	\$0.675	\$0.173	600	\$103.80
1" SCH 40 PVC PIPE	\$0.575	\$0.893	\$0.318	6600	\$2,098.80
1-1/2" SCH 40 PIPE	\$0.922	\$1.562	\$0.640	100	\$64.00
8" SCH 40 PVC PIPE	\$9.939	\$15.658	\$5.719	420	\$2,401.98
2" SCH 40 PVC PIPE	\$1.233	\$1.915	\$0.682	2160	\$1,473.12
U-1500-T 1-1/2" SCH 80 UNION	\$10.523	\$12.472	\$1.949	3	\$5.85
U-1000-T 1" SCH 80 UNION	\$4.933	\$5.343	\$0.410	15	\$6.15
3/4"x1/2" SCH 40 REDUCING TEE	\$0.690	\$0.740	\$0.050	50	\$2.50
3/4" SCH 40 TEE	\$0.336	\$0.539	\$0.203	50	\$10.15
1"x1/2" SCH 40 REDUCING TEE	\$1.020	\$1.220	\$0.200	50	\$10.00
1" SCH 40 TEE	\$0.631	\$0.847	\$0.216	300	\$64.80
1-1/2" SCH 40 TEE	\$1.190	\$1.606	\$0.416	20	\$8.32
4" SCH 80 TEE	\$30.719	\$34.384	\$3.665	2	\$7.33
4"x1" SCH 80 REDUCING TEE	\$47.286	\$53.527	\$6.241	10	\$62.41
4"X1-1/2" SCH 80 REDUCING TEE	\$47.527	\$54.623	\$7.096	5	\$35.48
4" SCH 80 45° ELBOW	\$58.942	\$63.865	\$4.923	18	\$88.61
4" SCH 80 90° ELBOW	\$21.732	\$25.679	\$3.947	6	\$23.68
4" SCH 40 90° ELBOW	\$8.490	\$13.603	\$5.113	2	\$10.23
1-1/2" SCH 40 90° ELBOW	\$0.900	\$1.216	\$0.316	20	\$6.32
1-1/2" SCH 80 90° ELBOW	\$8.422	\$9.325	\$0.903	3	\$2.71
1" SCH 40 45° ELBOW	\$0.948	\$1.118	\$0.170	50	\$8.50
1" SCH 40 90° ELBOW	\$0.474	\$0.648	\$0.174	425	\$73.95
1" SCH 80 90° ELBOW SOCKETxFIPT	\$7.608	\$8.113	\$0.505	19	\$9.60

## **ROSE AVE ES**

## **INSTALLED MATERIAL INCREASE DUE TO BUMPED SCHEDULE**

1" SCH 80 90° ELBOW FIPT	\$5.137	\$5.803	\$0.666	5	\$3.33
1"x1/2" SCH 40 REDUCING 90° ELBOW	\$1.267	\$1.357	\$0.090	70	\$6.30
3/4" SCH 40 90° ELBOW	\$0.264	\$0.445	\$0.181	50	\$9.05
3/4"x1/2" SCH 40 REDUCING 90° ELBOW	\$0.510	\$0.560	\$0.050	50	\$2.50
4"x1" SCH 80 REDUCER BUSHING	\$37.459	\$42.842	\$5.383	5	\$26.92
1-1/2"x1" SCH 40 REDUCER BUSHING	\$0.815	\$0.935	\$0.120	29	\$3.48
1"x3/4" SCH 40 REDUCER BUSHING	\$0.582	\$0.623	\$0.041	120	\$4.92
1" SCH 40 COUPLING	\$0.372	\$0.505	\$0.133	11	\$1.46
1" SCH 80 COUPLING	\$3.830	\$3.950	\$0.120	15	\$1.80
1 1/2" SCH 80 COUPLING	\$6.280	\$6.730	\$0.450	3	\$1.35
2" SCH 40 COUPLING	\$0.839	\$1.135	\$0.296	6	\$1.78
4" SCH 40 COUPLING	\$3.960	\$5.678	\$1.718	4	\$6.87
1" SCH 40 CAP FIPT	\$1.021	\$1.521	\$0.500	14	\$7.00
1" SCH 40 CAP SOCKET	\$0.511	\$1.511	\$1.000	12	\$12.00
1-1/2" SCH 40 CAP FIPT	\$1.267	\$1.672	\$0.405	4	\$1.62
1-1/2" SCH 40 CAP SOCKET	\$1.439	\$1.796	\$0.357	4	\$1.43
1-1/2"xCLOSE SCH 80 NIPPLE	\$0.949	\$1.213	\$0.264	6	\$1.58
1-1/2"x3" SCH 80 NIPPLE	\$1.224	\$1.548	\$0.324	6	\$1.94
1-1/2"x18" SCH 80 NIPPLE	\$5.645	\$6.345	\$0.700	4	\$2.80
1"xCLOSE SCH 80 NIPPLE	\$0.317	\$0.389	\$0.072	15	\$1.08
1"x2" SCH 80 NIPPLE	\$0.490	\$0.570	\$0.080	20	\$1.60
1"x12" SCH 80 NIPPLE	\$2.348	\$2.967	\$0.619	15	\$9.29
1"x18" SCH 80 NIPPLE	\$4.531	\$5.426	\$0.895	14	\$12.53
1/2x12" SCH 80 NIPPLE	\$0.731	\$0.981	\$0.250	5	\$1.25
1" SCH 80 MALE ADAPTER	\$6.136	\$6.674	\$0.538	15	\$8.07
1-1/2" SCH 80 MALE ADAPTER	\$10.413	\$12.303	\$1.890	3	\$5.67
1" FULL PORT BRASS BALL VALVE	\$32.856	\$35.281	\$2.425	2	\$4.85
1" SCH 80 TRUE UNION BALL VALVE	\$27.700	\$29.130	\$1.430	15	\$21.45
1" PVC BALL VALVE	\$6.373	\$7.268	\$0.895	3	\$2.69
1-1/2" AQUALINE PVC BALL VALVE	\$17.773	\$19.135	\$1.362	3	\$4.09
14 GAUGE BLACK CONTROL WIRE BY FT.	\$0.121	\$0.151	\$0.030	5000	\$150.00
14 GAUGE RED CONTROL WIRE BY FT.	\$0.121	\$0.151	\$0.030	10000	\$300.00

## **ROSE AVE ES**

## **INSTALLED MATERIAL INCREASE DUE TO BUMPED SCHEDULE**

12 GAUGE GREEN CONTROL WIRE BY FT.	\$0.190	\$0.230	\$0.040	2500	\$100.00
711 GRAY PVC CEMENT GLUE 1 QUART	\$35.202	\$43.107	\$7.905	1	\$7.91
711 GRAY PVC CEMENT GLUE 1 GALLON	\$76.075	\$132.672	\$56.597	6	\$339.58
P-70 PURPLE PRIMER 1 GALLON	\$67.380	\$114.576	\$47.196	3	\$141.59
CHRISTY'S RED HOT BLUE CEMENT GLUE 1 QUART	\$40.834	\$60.726	\$19.892	2	\$39.78
3/4"x520" TEFLON TAPE	\$2.113	\$3.020	\$0.907	26	\$23.58
4"x5" RED MARKING FLAG	\$0.150	\$0.180	\$0.030	100	\$3.00
4"x5" YELLOW MARKING FLAG	\$0.150	\$0.180	\$0.030	100	\$3.00
3"x1000' YELLOW CAUTION TAPE	\$32.100	\$42.100	\$10.000	1	\$10.00
AEP 10" ROUND VALVE BOX	\$16.987	\$18.507	\$1.520	5	\$7.60
AEP 13"x20" RECTANGULAR VALVE BOX	\$57.597	\$65.263	\$7.666	18	\$137.99
CARSON 14 X 19 RECTANGULAR VALVE BOX	\$71.693	\$79.357	\$7.664	1	\$7.66
CHRISTY 8"x12" ROUND CONCRETE BOX	\$35.367	\$43.872	\$8.505	1	\$8.51
CARSON CONCRETE COVER	\$33.228	\$39.690	\$6.462	1	\$6.46
RED BRICK PAVER	\$0.590	\$0.965	\$0.375	99	\$37.13
24"x24" DEEPROOT ROOT BARRIER PANEL	\$8.218	\$9.417	\$1.199	549	\$658.25
24"x18" DEEPROOT ROOT BARRIER PANEL	\$8.185	\$8.993	\$0.808	138	\$111.50
LESCO PRE-EMERGENT HERBICIDE 50LB BAG	\$59.582	\$65.488	\$5.906	2	\$11.81

TOTAL MATERIAL COST INCREASE FOR INSTALLED MATERIAL

\$13,455.57



Stronger Together

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

## Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) 220 S Driskill St Quote: 5346941, EXP: 11/06/22 Oxnard, CA 93030-5544 W: (909)444-9000

Ordered	Order#		PO#	In۱	/oiced	Invoice#	
06/06/2023	130935976-	001		06/	/13/2023	130935976-001	
Printed	Requested fo	or Sh	ip Via		Customer Contact		Sales Associate
06/28/2024	06/13/2023 Any time		anch spatch		Jesus Cerva	ntes	Gilberto Alcaraz

#### For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

			Hazar	dous Material Infor	mation			
Item #		No. of Units	ID Number		Marine Pollutant		Packing Group	Weight (Lbs.)
10117-IPS	Х	1 Case	UN1133	Adhesives		3	II	9.17
10221-IPS	х	1 Case	UN1993	Flammable Liquid, n.o.s. (Tetrahydrofuran, Methyl Ethyl Ketone)		3	Ш	8.33
Item #	ERG Numbe	er						
10117-IPS	128							
10221-IPS	128							

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

DRIVER SIGNATURE:

## [130935976-001Barcode]

-	Special Instructions: Benny 826-272-2138											
LN	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price				
1	4PVC315BE	PVC Pipe 4 in. x 20 ft. SDR-13.5 (CL 315) Bell End (Priced per ft.)	400	400	0	0	7.904 / FT	3161.60				
2	1PVCBE	PVC Pipe 1 in. x 20 ft. Sch 40 Bell End (Priced per ft.)	600	600	0	0	0.893 / FT	535.80				
3	8PVCBE	PVC Pipe 8 in. x 20 ft. Schedule 40 Bell End (Priced per ft.)	280	280	0	0	15.658 / FT	4384.24				
4	2PVCBE	PVC Pipe 2 in. x 20 ft. Schedule 40 Bell End (Priced per ft.)	400	400	0	0	1.915 / FT	766.00				
5	406-010	Sch 40 PVC 90 Degree Elbow 1 in. Socket	50	50	0	0	0.648 / EA	32.40				
6	10117-IPS	Weld-On 711 Gray PVC Cement Low VOC Heavy Body 1 gal.	1	1	0	0	132.672 / EA	<sup>1(</sup> 191				

7	10221-IPS	Weld-On P-70 Purple Primer Low VOC NSF 1 gal.	1	1	0	0	114.576 / EA	114.58
8	A03700	Krylon 1392 Aerosol Marking Paint Fluorescent Orange 17 oz.	5	5	0	0	7.610 / EA	38.05
9	CM-150	Spears CM-150 Can-Mate Dauber for Pipe 1-1/2 in. to 3 in.	2	2	0	0	6.572 / EA	13.14
10	MT-651	Spears MT-651 Empty Metal Quart Can with 1-3/4 in. Neck	2	2	0	0	8.370 / EA	16.74
11	86070	King Innovations Silver Duct Tape 2 in. x 60 yd. 9 mil.	2	2	0	0	10.060 / EA	20.12
12	S300	Bahco Orange Handle Toolbox Handsaw 14 in.	2	2	0	0	22.750 / EA	45.50
Sit 24 Cł Terr	Please remit payment to:Subtotal:SiteOne Landscape Supply, LLCSales Tax:24110 Network PlaceSales Tax:Chicago, IL 60673-1241Freight:Terms: 3% 15TH PROX PLUS 60Total:DEDUCT CASH DISCOUNT OF 271.04 IF PAID BYTotal Payment:							
	09/15/2023					mount	Due:	\$10117.47

#### CUSTOMER SIGNATURE:

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.



GUSTAVO ZENDEJAS | Area Business Manager 714-240-3400 | GZendejas@SiteOne.com

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131118865-001

Sales

Associate

Jesse Flores



Order#

**Requested for** 

06/12/2023 Any

131118865-001

Stronger Together

PO#

Ship Via

Branch

Dispatch

Invoiced

06/12/2023

Customer

Contact

Jesus Cervantes

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

06/09/2023

Printed

06/28/2024

## Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) 220 S Driskill St Quote: 5346941, EXP: 11/06/22 Oxnard, CA 93030-5544 W: (909)444-9000

For Chemical Emergency Spill, Leak,
Fire,
Exposure, or Accident Emergency
Response
Assistance, call: CHEMTREC
Day or Night- 1 (800) 424-9300

<sup>[131118865-001</sup>Barcode]

#### **Special Instructions:**

time

Deliver: Monday 6/12 Customer Contact: Benny 626-272-2138

SSR Jesse Flores 951-428-5480

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	PM-1-18	Nipple Machined TBE SCH 80 PVC 1 in. x 18 in.	10	10	0	0	5.426 / EA	54.26
2	2PVCBE	PVC Pipe 2 in. x 20 ft. Schedule 40 Bell End (Priced per ft.)	500	500	0	0	1.915 / FT	957.50
3	1PVCBE	PVC Pipe 1 in. x 20 ft. Sch 40 Bell End (Priced per ft.)	200	200	0	0	0.893 / FT	178.60
4	448-010	Sch 40 PVC Cap 1 in. FIPT	10	10	0	0	1.521 / EA	15.21
Please remit payment to:					S	ubtotal	:	\$1205.57

		• .=••.•.
SiteOne Landscape Supply, LLC	Sales Tax:	\$111.52
24110 Network Place Chicago, IL 60673-1241	Freight:	\$0.00
Terms: 3% 15TH PROX PLUS 60	Total:	\$1317.09
DEDUCT CASH DISCOUNT OF 34.01 IF PAID BY	Total Payment:	\$0.00
09/15/2023	Amount Due:	\$1317.09

#### **CUSTOMER SIGNATURE:**

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.



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Stronger Together

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

#### Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) 220 S Driskill St Quote: 5346941, EXP: 11/06/22 Oxnard, CA 93030-5544 W: (909)444-9000

Ordered	Ordered Order# PO# In		Invoiced		Invo	ice#	
06/09/2023	131122608-001		06/16/2023		131122608-001		
Printed	Requested for	Ship Via			Customer Contact		Sales Associate
06/28/2024	06/16/2023 Any time	-	Branch Dispatch		Jesus Cerva		Jesse Flores

#### For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

[131122608-001Barcode]

#### **Special Instructions:**

Deliver: Monday 6/12 Customer Contact: Benny 626-272-2138

SSR Jesse Flores 951-428-5480

LN	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	802-417	4 X 1 PVC Reducing Tee Soc X Fpt Sch 80 Sprs <i>Item Note:</i> <i>W</i> / <i>T</i> # 39887237	10	10	0	0	53.527 / EA	535.27
2	802-419	Spears Reducing Tee Sch 80 PVC 4 in. x 1-1/2 in. Socket x Fpt	3	3	0	0	54.623 / EA	163.87
3	806-040	Sch 80 PVC 90 Degree Elbow 4 in. Socket	6	6	0	0	25.679 / EA	154.07
4	801-040	Sch 80 PVC Tee 4 in. Socket	2	2	0	0	34.384 / EA	68.77
5	817-040	Sch 80 PVC 45 Degree Elbow 4 in. Socket	8	8	0	0	63.865 / EA	510.92
6	448-015	Sch 40 PVC Cap 1-1/2 in. FIPT	4	4	0	0	1.672 / EA	6.69
7	814180	T.B.S. Machined Nipple Sch 80 PVC 1-1/2 in. x 18 in. TBE	4	4	0	0	6.345 / EA	25.38

Please remit payment to:	Subtotal:	\$1464.97
SiteOne Landscape Supply, LLC 24110 Network Place	Sales Tax:	\$135.51
Chicago, IL 60673-1241	Freight:	\$0.00
Terms: 3% 15TH PROX PLUS 60	Total:	\$1600.48
DEDUCT CASH DISCOUNT OF 39.22 IF PAID BY	Total Payment:	\$0.00
09/15/2023	Amount Due:	\$1600.48

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Note: Returns subject to 25% restock charge.



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Stronger Together

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

#### Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) 220 S Driskill St Quote: 5346941, EXP: 11/06/22 Oxnard, CA 93030-5544 W: (909)444-9000

Ordered	lered Order# PO# Invo		oiced	Invo	ice#		
06/15/2023	1313753	394-001	06/16/2023		131375394-001		
Printed	Requeste	d for Sh	Ship Via		Customer Contact		Sales Associate
06/28/2024	06/16/2023 time		Branch Dispatch		Jesus Cervante		Jesse Flores

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

#### **Special Instructions:**

Deliver: Friday 6/16 Customer Contact: Benny 626-272-2138

SSR Jesse Flores 951-428-5480

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	2PVCBE	PVC Pipe 2 in. x 20 ft. Schedule 40 Bell End (Priced per ft.)	300	300	0	0	1.915 / FT	574.50
2	1PVCBE	PVC Pipe 1 in. x 20 ft. Sch 40 Bell End (Priced per ft.)	400	400	0	0	0.893 / FT	357.20
3	406-010	Sch 40 PVC 90 Degree Elbow 1 in. Socket	50	50	0	0	0.648 / EA	32.40
4	TA-CTN-3- 1000	T. Christy Caution Tape 4 mil Yellow 3 in. x 1000 ft.	1	1	0	0	42.100 / EA	42.10

Please remit payment to:	Subtotal:	\$1006.20
SiteOne Landscape Supply, LLC 24110 Network Place	Sales Tax:	\$93.07
Chicago, IL 60673-1241	Freight:	\$0.00
Terms: 3% 15TH PROX PLUS 60	Total:	\$1099.27
DEDUCT CASH DISCOUNT OF 28.36 IF PAID BY	Total Payment:	\$0.00
09/15/2023	Amount Due:	\$1099.27

## CUSTOMER SIGNATURE:

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Note: Returns subject to 25% restock charge.



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<sup>[131375394-001</sup>Barcode]

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## Check out the SiteOne.com

Invoice#

131422906-001

Sales

Associate

Juan Garcia



Order#

131422906-001

**Requested for** 

06/20/2023 Any

Stronger Together

PO#

Ship Via

Branch

Dispatch

Invoiced

06/20/2023

Customer

Contact

Jesus Cervantes

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

06/16/2023

Printed

06/28/2024

## Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

[131422906-001Barcode]

**Special Instructions:** 

time

DELIVERY DATE: TUESDAY 6-20-2023 DEL TIME: ASAP CUSTOMER CONTACT: BENNY 626-272-2138

SITEONE SSR CONTACT: JUAN G 949-416-4695

LN	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	141BLK2500	UF Wire Black 14 Gauge 1 Conductor 2,500 ft. (Priced per ft.)	7,500	5,000	0	2,500	0.151 / FT	755.00
2	141RED2500	UF Wire Red 14 Gauge 1 Conductor 2,500 ft. (Priced per ft.)	5,000	5,000	0	0	0.151 / FT	755.00
3	837-417	Spears Reducer Bushing Sch 80 PVC 4 in. x 1 in. Spigot x Socket <i>Item Note:</i> INBOUND TRANSFER # 39934768	5	0	0	5	42.842 / EA	0.00
4	GTP-607	King Innovations Gardner Bender 3/4 in. X 60 ft. Black Electrical Tape 7 mil.	4	2	0	2	2.280 / EA	4.56
5	86070	King Innovations Silver Duct Tape 2 in. x 60 yd. 9 mil.	1	1	0	0	10.060 / EA	10.06
6	121GRN2500	UF Wire Green 12 Gauge 1 Conductor 2,500 ft. (Priced per ft.) <i>Item Note:</i> <i>INCOMING W/T</i> # 39943857	2,500	0	0	2,500	0.230 / FT	00.00

#### Please remit payment to:

SiteOne Landscape Supply, LLC 24110 Network Place Chicago, IL 60673-1241

Terms: 3% 15TH PROX PLUS 60

DEDUCT CASH DISCOUNT OF 37.94 IF PAID BY 09/15/2023

Subtotal:	\$1524.62
Sales Tax:	\$141.03
Freight:	\$0.00
Total:	\$1665.65
Total Payment:	\$0.00
Amount Due:	\$1665.65

nomao

#### **CUSTOMER SIGNATURE:**

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Order#

**Requested for** 

06/20/2023 Any

time

131493130-001

Stronger Together

PO#

Ship Via

Branch

Dispatch

Invoiced

06/20/2023

Customer

Jesus Cervantes

Contact

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

Printed

06/28/2024

06/19/2023

## Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

For Chemical Emergency Spill, Leak,
Fire,
Exposure, or Accident Emergency
Response
Assistance, call: CHEMTREC
Day or Night- 1 (800) 424-9300

Hazardous Material Information								
Item #		No. of Units	ID Number	Proper Shipping Name	Marine Pollutant		Packing Group	Weight (Lbs.)
10117-IPS	Х	1 Case	UN1133	Adhesives		3	II	9.17
Item #	ERG Numbe	er						
10117-IPS	128							

Invoi ce#

131493130-001

Sales

Associate

Jesse Flores

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

#### DRIVER SIGNATURE:

## [131493130-001Barcode]

#### Special Instructions:

DELIVERY DATE: TUESDAY 6-20-2023 DEL TIME: ASAP CUSTOMER CONTACT: BENNY 626-272-2138

#### SITEONE SSR CONTACT: Jesee Flores 951-428-5480

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	75PVCBE	PVC Pipe 3/4 in. x 20 ft. Schedule 40 Bell End (Priced per ft.)	600	600	0	0	0.675 / FT	405.00
2	2PVCBE	PVC Pipe 2 in. x 20 ft. Schedule 40 Bell End (Priced per ft.)	300	300	0	0	1.915 / FT	574.50
3	1PVCBE	PVC Pipe 1 in. x 20 ft. Sch 40 Bell End (Priced per ft.)	800	800	0	0	0.893 / FT	714.40
4	401-010	Sch 40 PVC Tee 1 in. Socket	100	100	0	0	0.847 / EA	84.70
5	406-010	Sch 40 PVC 90 Degree Elbow 1 in. Socket	50	50	0	0	0.648 / EA	32.40
6	437-131	Sch 40 PVC Reducer Bushing Flush Style 1 in. x 3/4 in. Spigot x Socket	50	20	0	30	0.623 / EA	201

7	401-007	Sch 40 PVC Tee 3/4 in. Socket	50	50	0	0	0.539 / EA	26.95
8	406-007	Sch 40 PVC 90 Degree Elbow 3/4 in. Socket	50	50	0	0 0 0.445 /		22.25
9	10117-IPS	Weld-On 711 Gray PVC Cement Low VOC Heavy Body 1 gal.	1	1	0	0	132.672 / EA	132.67
Sit 24 Cł	ease remit pay teOne Landscape 110 Network Pla nicago, IL 60673-	e Supply, LLC ice 1241			S	ubtotal ales Ta reight: otal:	-	\$2005.33 \$185.49 \$0.00 \$2190.82
Terms: 3% 15TH PROX PLUS 60 DEDUCT CASH DISCOUNT OF 54.01 IF PAID BY					-		yment:	\$0.00
09/15/2023					Α	mount	Due:	\$2190.82

#### CUSTOMER SIGNATURE:

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Note: Returns subject to 25% restock charge.



# GUSTAVO ZENDEJAS | Area Business Manager

714-240-3400 | GZendejas@SiteOne.com

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132657521-001

Sales

Associate

Juan Briseno



Order#

Requested

for

132657521-001

Stronger Together

PO#

Benny

Ship Via

up

Customer Pick

Invoiced

07/21/2023

Customer

Contact

Jesus Cervantes

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

Printed

06/28/2024

07/21/2023

#### Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

#### For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

[132657521-001Barcode]

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	429-020	Sch 40 PVC Coupling 2 in. Socket	6	6	0	0	1.135 / EA	6.81
2	429-010N	Sch 40 PVC Nested Coupling 1 in. Socket	6	6	0	0	0.505 / EA	3.03
3	10119-IPS	Weld-On 711 Gray PVC Cement Low VOC Heavy Body 1 qt.	1	1	0	0	43.107 / EA	43.11

#### Please remit payment to:

SiteOne Landscape Supply, LLC 24110 Network Place Chicago, IL 60673-1241

Terms: 3% 15TH PROX PLUS 60

DEDUCT CASH DISCOUNT OF 1.28 IF PAID BY 10/15/2023

#### **CUSTOMER SIGNATURE:**

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Note: Returns subject to 25% restock charge.



GUSTAVO ZENDEJAS | Area Business Manager 714-240-3400 | GZendejas@SiteOne.com

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Subtotal:	\$52.95
Sales Tax:	\$4.90
Freight:	\$0.00
Total:	\$57.85
Total Payment:	\$0.00
Amount Due:	\$57.85



Stronger Together

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

#### Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

Ordered	Order#		PO#	# Invoiced Invoice#		ice#			
08/02/2023	133056675-00	1	09		09/28/2023		09/28/2023 1330		)56675-001
Printed	Requested for	S	Shin Via				Sales Associate		
06/28/2024	09/28/2023 Any time		uto spatch		Jesus Cervar	ntes	Juan Garcia		

#### Special Instructions:

DELIVERY DATE: ASAP WHEN IN DEL TIME: ASAP CUSTOMER CONTACT: BENNY 626-272-2138

SITEONE SSR CONTACT: JUAN G 949-416-4695

LN	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	F8BOX	Christy F08 Curb Valve Box Round 8 in. x 12 in.H Concrete <i>Item Note:</i> <i>INBOUND TRANSFER # 40203643</i>	1	1	0	0	43.872 / EA	43.87
2	1008980	Carson F08 Cover Only Blank Reinforced Concrete <i>Item Note:</i> INBOUND TRANSFER # 40203645	1	1	0	0	39.690 / EA	39.69
Sit 24	ease remit pay eOne Landscape 110 Network Pl nicago, IL 60673	e Supply, LLC ace			S	ubtotal ales Ta reight:		\$83.56 \$7.73 \$0.00 \$91.29
Terr	Terms: 3% 15TH PROX PLUS 60				-	Total:		
		COUNT OF 2.09 IF PAID BY				otal Pag	\$0.00 \$91.29	
12/1	15/2023				A	Amount Due:		

#### **CUSTOMER SIGNATURE:**

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.



GUSTAVO ZENDEJAS | Area Business Manager 714-240-3400 | GZendejas@SiteOne.com

<sup>[133056675-001</sup>Barcode]

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## Check out the SiteOne.com

Invoice#

134928033-001

Sales

Associate

Gilberto Alcaraz



Order#

134928033-001

**Requested for** 

09/28/2023 Any

Stronger Together

PO#

Ship Via

Dispatch

Auto

Invoiced

09/28/2023

Customer

Jesus Cervantes

Contact

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

09/27/2023

Printed

06/28/2024

#### Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

[134928033-001Barcode]

Choolal	Instructions:
Special	manuchona.

time

Deliver tomorrow 9/27 along with Order #134909415-001 Toro 570 heads are from staged order #134181709-001 We need 78 - NDS TSA-0500-TT please bring into branch & notify Jesus when they will be available (714) 650-9721

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	407-101	Sch 40 PVC 90 Degree Reducing Elbow 3/4 in. x 1/2 in. Socket x FIPT	50	50	0	0	0.560 / EA	28.00
2	401-015	Sch 40 PVC Tee 1-1/2 in. Socket	20	20	0	0	1.606 / EA	32.10
3	402-101	Sch 40 PVC Reducing Tee 3/4 in. x 1/2 in. Socket x FIPT	50	50	0	0	0.740/EA	37.00
4	406-015	Sch 40 PVC 90 Degree Elbow 1-1/2 in. Socket0	20	20	0	0	1.216/EA	24.32
5	150PVCBE	PVC Pipe 1 1/2 in. x 20 ft. Schedule 40 Bell End (Priced per ft.)	100	100	0	0	1.562 / FT	156.20
6	402-130	Sch 40 PVC Reducing Tee 1 in. x 1/2 in. Socket x FIPT	50	50	0	0	1.220/EA	61.00
7	570Z-6P- PRXCOM	Toro 570Z Spray Body 6 in. Pop Up with Pressure Regulator, Check Valve and X-Flow	75	75	0	0	18.260 / EA	1369.50

Please remit payment to:	Subtotal:	\$1708.12
SiteOne Landscape Supply, LLC	Sales Tax:	\$158.00
24110 Network Place Chicago, IL 60673-1241	Freight:	\$0.00
Terms: 3% 15TH PROX PLUS 60	Total:	\$1866.12
DEDUCT CASH DISCOUNT OF 49.62 IF PAID BY	Total Payment:	\$0.00
12/15/2023	Amount Due:	\$1866.12

#### **CUSTOMER SIGNATURE:**

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Note: Returns subject to 25% restock charge.



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## Check out the SiteOne.com

Invoice#

135011007-001

Sales

Associate

Jorge Guerra



Order#

Requested

for

135011007-001

Stronger Together

PO#

Ship Via

up

Customer Pick

Invoiced

09/28/2023

Customer

Johnny Flores

Contact

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

09/28/2023

Printed

06/28/2024

#### Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

#### Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

#### For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

[135011007-001Barcode]

LN	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	407-130	Sch 40 PVC 90 Degree Reducing Elbow 1 in. x 1/2 in. Socket x FIPT	70	70	0	0	1.357 / EA	94.99
2	437-211	Sch 40 PVC Reducer Bushing Flush Style 1-1/2 in. x 1 in. Spigot x Socket	25	25	0	0	0.935 / EA	23.38
3	REDFLAG	SiteOne Marking Flag Red 4 in. x 5 in. w/ 21 in. Steel Staff (100/Bundle)	100	100	0	0	0.180 / EA	18.00
4	YELLOWFLAG	SiteOne Marking Flag Yellow 4 in. x 5 in. w/ 21 in. Steel Staff (100/Bundle)	100	100	0	0	0.180 / EA	18.00
5	BAH-PVC-14	14 in. Bahco Hand Saw (Black Handle)	2	2	0	0	22.771 / EA	45.54
6	5425	Black Gripper Tape Measure Acrylic Coated Blade 25 ft. x 1 in.	1	1	0	0	10.750 / EA	10.75

<u>Please remit payment to:</u>	Subtotal:	\$210.66
SiteOne Landscape Supply, LLC 24110 Network Place	Sales Tax:	\$19.49
Chicago, IL 60673-1241	Freight:	\$0.00
Terms: 3% 15TH PROX PLUS 60	Total:	\$230.15
DEDUCT CASH DISCOUNT OF 5.88 IF PAID BY	Total Payment:	\$0.00
12/15/2023	Amount Due:	\$230.15

**CUSTOMER SIGNATURE:** 

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Schigno Romero

Note: Returns subject to 25% restock charge.



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Invoi ce#

134909415-001

Sales

Associate

Jesse Flores



Order#

134909415-001

**Requested for** 

09/28/2023 Any

time

Stronger Together

PO#

Ship Via

Dispatch

Auto

Invoiced

09/28/2023

Customer

Jesus Cervantes

Contact

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

Printed

06/28/2024

09/26/2023

## Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

	Hazardous Material Information											
Item #		No. of Units	ID Number	Proper Shipping Name	Marine Pollutant	Haz Class	Packing Group	Weight (Lbs.)				
10117-IPS	Х	1 Case	UN1133	Adhesives		3	II	9.17				
10221-IPS	221-IPS X 1 Case UN1993		Flammable Liquid, n.o.s. (Tetrahydrofuran, Methyl Ethyl Ketone)		3	Ш	8.33					
Item #	ERG Numbe	er										
10117-IPS	128											
10221-IPS	128											

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

DRIVER SIGNATURE:

[134909415-001Barcode]

•	Special Instructions: DELIVER: WEDNESDAY 9/27 CUSTOMER CONTACT: BENNY 626-272-2138 SSR JESSE FLORES 951-428-5480										
LN	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price			
1	4PVC315BE	PVC Pipe 4 in. x 20 ft. SDR-13.5 (CL 315) Bell End (Priced per ft.)	320	320	0	0	7.787 / FT	2491.84			
2	1PVCBE	PVC Pipe 1 in. x 20 ft. Sch 40 Bell End (Priced per ft.)	1,000	1,000	0	0	0.893 / FT	893.00			
3	437-131	Sch 40 PVC Reducer Bushing Flush Style 1 in. x 3/4 in. Spigot x Socket	100	100	0	0	0.623 / EA	62.30			
4	406-010	Sch 40 PVC 90 Degree Elbow 1 in. Socket	100	100	0	0	0.648 / EA	210			

PI	ease remit pay	/ment to:	S	ubtotal		\$4633.25		
13	A03700	Krylon 1392 Aerosol Marking Paint Fluorescent Orange 17 oz.	6	6	0	0	7.610 / EA	45.66
12	E1410-10	MIP Ball Valve PVC Slip x Slip 1 in.	3	3	0	0	7.268 / EA	21.80
11	448-010	Sch 40 PVC Cap 1 in. FIPT	4	4	0	0	1.521 / EA	6.08
10	810180	T.B.S. Machined Nipple Sch 80 PVC 1 in. x 18 in. TBE	4	4	0	0	5.426 / EA	21.70
9	141RED2500	UF Wire Red 14 Gauge 1 Conductor 2,500 ft. (Priced per ft.)	5,000	5,000	0	0	0.151 / FT	755.00
8	20116218HE	Lenox T2 Hacksaw Blades 12 in. x 1/2 in. 18 TPi	2	2	0	0	2.850 / EA	5.70
7	86021	King Innovations PTFE Teflon Thread Seal Tape 3/4 in. x 520 in.	6	6	0	0	3.020 / EA	18.12
6	10221-IPS	Weld-On P-70 Purple Primer Low VOC NSF 1 gal.	1	1	0	0	114.576 / EA	114.58
5	10117-IPS	Weld-On 711 Gray PVC Cement Low VOC Heavy Body 1 gal.	1	1	0	0	132.672 / EA	132.67

Please remit payment to:	Subtotal:	\$4633.25
SiteOne Landscape Supply, LLC	Sales Tax:	\$428.58
24110 Network Place Chicago, IL 60673-1241	Freight:	\$0.00
Terms: 3% 15TH PROX PLUS 60	Total:	\$5061.83
DEDUCT CASH DISCOUNT OF 129.98 IF PAID BY	Total Payment:	\$0.00
12/15/2023	Amount Due:	\$5061.83

#### **CUSTOMER SIGNATURE:**

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Note: Returns subject to 25% restock charge.



GUSTAVO ZENDEJAS | Area Business Manager 714-240-3400 | GZendejas@SiteOne.com

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Order#

134970945-001

**Requested for** 

09/29/2023 Any

time

Stronger Together

PO#

Ship Via

Dispatch

Auto

Invoiced

09/29/2023

Customer

Jesus Cervantes

Contact

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

09/27/2023

Printed

06/29/2024

#### Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

[134970945-001Barcode]

LN	l Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
	1 UB24-2-DR	DeepRoot Tree Root Barrier 24 in. x 24 in. Panel	369	140	0	229	9.417 / EA	1318.38
	2 TSA-0500-TT	NDS PVC Triple Swing Joint Assembly 1/2 in. x 10 in. MIPT	78	0	0	78	26.114 / EA	0.00

Invoice#

134970945-001

Sales

Associate

Juan Briseno

Please remit payment to:	Subtotal:	\$1150.38
SiteOne Landscape Supply, LLC 24110 Network Place	Sales Tax:	\$106.41
Chicago, IL 60673-1241	Freight:	\$0.00
Terms: 3% 15TH PROX PLUS 60	Total:	\$1256.79
DEDUCT CASH DISCOUNT OF 34.51 IF PAID BY	Total Payment:	\$0.00
12/15/2023	Amount Due:	\$1256.79

#### CUSTOMER SIGNATURE:

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Note: Returns subject to 25% restock charge.



**GUSTAVO ZENDEJAS | Area Business Manager** 714-240-3400 | GZendejas@SiteOne.com

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135170044-001

Sales

Associate

Gilberto Alcaraz



Order#

135170044-001

**Requested for** 

10/05/2023 Any

time

Stronger Together

PO#

Ship Via

Dispatch

Auto

Invoiced

10/05/2023

Customer

Jesus Cervantes

Contact

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

Printed

06/29/2024

10/03/2023

#### Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

#### [135170044-001Barcode]

Special Instructions: DELIVER: WEDNESDAY MORNING 10/4 ONSITE CONTACT: BENNY 626-272-2138										
LN	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price		
1	406-010	Sch 40 PVC 90 Degree Elbow 1 in. Socket	100	100	0	0	0.648 / EA	64.80		
2	1PVCBE	PVC Pipe 1 in. x 20 ft. Sch 40 Bell End (Priced per ft.)	2,000	2,000	0	0	0.893 / FT	1786.00		
3	401-010	Sch 40 PVC Tee 1 in. Socket	100	100	0	0	0.847 / EA	84.70		
4	429-040	Sch 40 PVC Coupling 4 in. Socket	2	2	0	0	3.960 / EA	7.92		
Si 24 Cł	Please remit payment to:     Subtotal:       SiteOne Landscape Supply, LLC     Sales Tax:       24110 Network Place     Freight:       Chicago, IL 60673-1241     Total:							\$1943.42 \$179.77 \$0.00 \$2123.19		
		DISCOUNT OF 49.98 IF PAID BY	т	Total Payment:						
	15/2024				А	mount	\$2123.19			

#### **CUSTOMER SIGNATURE:**

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Note: Returns subject to 25% restock charge.



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Invoi ce#

134970945-003

Sales

Associate

Juan Briseno



Order#

**Requested** for

10/06/2023 Any

time

134970945-003

Stronger Together

PO#

Ship Via

Dispatch

Auto

Invoiced

10/06/2023

Customer

Jesus Cervantes

Contact

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

Printed

06/29/2024

09/27/2023

## Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

[134970945-003Barcode]

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Qty Qty Shipped Cancelled Open Net Price			Ext. Price
1	UB24-2-DR	DeepRoot Tree Root Barrier 24 in. x 24 in. Panel	229 229 0 0 9.417/E/					2156.49
	ease remit pa				S	ubtotal	:	\$2156.49
	SiteOne Landscape Supply, LLC 24110 Network Place				Sales Tax:			\$199.48
	nicago, IL 60673				Freight:			\$0.00
Terms: 3% 15TH PROX PLUS 60					Т	otal:		\$2355.97
DFI	DUCT CASH DI	SCOUNT OF 56.45 IF PAID BY			Т	otal Pa	yment:	\$0.00
	15/2024				A	mount	Due:	\$2355.97

## CUSTOMER SIGNATURE:

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**GUSTAVO ZENDEJAS | Area Business Manager** 714-240-3400 | GZendejas@SiteOne.com

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Stronger Together

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

#### Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

#### Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

Ordered		Order#		PO#	In	voiced Invoice#		ice#
10/02/2023		135112748-001			10/03/2023		135112748-001	
Printed	R	equested for	Sł	nip Via		Customer Contact		Sales Associate
06/29/2024		)/03/2023 Any ne	Αι Di	uto spatch		Jesus Cervar	ites	Juan Briseno

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

	Hazardous Material Information											
Item #		No. of Units	ID Number	Proper Shipping Name	Marine Pollutant		Packing Group	Weight (Lbs.)				
10117-IPS	X 1 Case		UN1133	Adhesives		3		9.17				
Item #	ERG Numbe	er										
10117-IPS	128											

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

#### DRIVER SIGNATURE:

## [135112748-001Barcode]

LN	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	10117-IPS	Weld-On 711 Gray PVC Cement Low VOC Heavy Body 1 gal.	1	1 1 0 0 132.672 / E				
Sit 24	ease remit pay eOne Landscape 110 Network Pl nicago, IL 60673	e Supply, LLC ace			S	Subtotal: Sales Tax: Freight:		
Terr	ms: 3% 15TH PR	OX PLUS 60			Total: Total Payment:			\$144.94 \$0.00
	DUCT CASH DIS 15/2024	COUNT OF 2.81 IF PAID BY				mount	\$144.94	

#### **CUSTOMER SIGNATURE:**

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Order#

134970945-002

**Requested for** 

10/03/2023 Any

time

Stronger Together

PO#

Ship Via

Dispatch

Auto

Invoiced

10/03/2023

Customer

Jesus Cervantes

Contact

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

09/27/2023

Printed

06/29/2024

#### Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

# Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

[134970945-002Barcode]

L	N	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
	1	UB24-2-DR	DeepRoot Tree Root Barrier 24 in. x 24 in. Panel	229	0	0	229	9.417 / EA	0.00
	2	TSA-0500-TT	NDS PVC Triple Swing Joint Assembly 1/2 in. x 10 in. MIPT	78	78	0	0	26.114 / EA	2036.89

Invoice#

134970945-002

Sales

Associate

Juan Briseno

Please remit payment to:	Subtotal:	\$2036.89
SiteOne Landscape Supply, LLC	Sales Tax:	\$188.41
24110 Network Place Chicago, IL 60673-1241	Freight:	\$0.00
Terms: 3% 15TH PROX PLUS 60	Total:	\$2225.30
DEDUCT CASH DISCOUNT OF 56.59 IF PAID BY	Total Payment:	\$0.00
01/15/2024	Amount Due:	\$2225.30

#### CUSTOMER SIGNATURE:

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.



GUSTAVO ZENDEJAS | Area Business Manager 714-240-3400 | GZendejas@SiteOne.com

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A .	<b>b</b> = <b>a</b>								Sold To:				
1	Sit:	APE		LY					Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000				
Oxnard CA # 260 Lambert									Ship To:				
Oxnard, CA	ard, CA 93036-0942 805)278-4556								J/ Rose Avenue E.S. Reconstruction (#1219998- 3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St				
Ordered	Orde	r#		PO#	Invoi	ced	Inv	oice#	Oxnard, CA 93030-5544		544		
10/09/2023	135344226-001			10/09	0/09/2023 13534		344226-001	W: (909)444-9000					
Printed	Reques for	ted	Ship	Via		stomer ntact		Sales Associate		ire, or A	rgency Spi Accident Er esponse	ll, Leak, Fire, nergency	
06/29/2024			Custo up	mer Pic	<sup>xk</sup> Ber	nigno Rom	ero	Gilberto Alcaraz		stance,	call: CHEI - 1 (800) 4		
				H	laza	rdous	Ма	terial Infor	mation				
Item #	нм	No. c Units		ID Nu	umber	Proper	Shi	pping Name	Marine Pollutant	Haz Class	Packing Group	Weight (Lbs.)	
10117-IPS	Х	10	Case	UN	11133		Adhesives			3		9.17	
Item # 10117-IPS	ERG Numb 128			•									

**Sales Invoice** 

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

# DRIVER SIGNATURE:

# [135344226-001Barcode]

LN	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	447-010	Sch 40 PVC Cap 1 in. Socket	12	12	0	0	1.511 / EA	18.13
2	447-015	Sch 40 PVC Cap 1-1/2 in. Socket	4	4	0	0	1.796 / EA	7.18
3	RH-RHBV- QT-12	Christy's Red Hot Blue PVC Cement Low VOC Medium Body 1 qt.	1	1	0	0	60.726 / EA	60.73
4	417-010	Sch 40 PVC 45 Degree Elbow 1 in. Socket	50	50	0	0	1.118/EA	55.90
5	10117-IPS	Weld-On 711 Gray PVC Cement Low VOC Heavy Body 1 gal.	1	1	0	0	132.672 / EA	132.67
Please remit payment to: SiteOne Landscape Supply, LLC 24110 Network Place Chicago, IL 60673-1241					S	ubtota ales Ta reight:		\$274.61 \$25.40 \$0.00
Teri	ms: 3% 15TH I	PROX PLUS 60			T		\$300.01	
		DISCOUNT OF 5.73 IF PAID BY			Т	otal Pa	\$0.00	
01/	15/2024				Α	mount	\$300.01	
								218

ighs Romans

#### **CUSTOMER SIGNATURE:**

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Note: Returns subject to 25% restock charge.



# GUSTAVO ZENDEJAS | Area Business Manager 714-240-3400 | GZendejas@SiteOne.com

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Invoice#

135374389-001

Sales

Associate

Jesse Flores



Order#

135374389-001

**Requested for** 

10/10/2023 Any

Stronger Together

PO#

Ship

Delivery

Via

Invoiced

10/10/2023

Customer

Jesus Cervantes

Contact

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

Printed

06/29/2024

10/09/2023

## Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

Special	Instructions:
opeorar	

time

DELIVER: TUESDAY 10/10 CUSTOMER CONTACT: BENNY 626-272-2138

SSR JESSE FLORES 951-428-5480

LN	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	100P1	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 1 in. FIPT with Flow Control	5	5	0	0	72.31 / EA	361.50
2	100P1.5	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 1-1/2 in. FIPT w/ Flow Control	3	3	0	0	101.168 / EA	303.50
3	44LRC	Rain Bird Quick Coupling Valve 1 in. FIPT Inlet 2 pc. Body Double Track Key Lug with Yellow Rubber Locking Cover	2	2	0	0	63.221 / EA	126.44
4	808-015	Sch 80 PVC 90 Degree Elbow 1-1/2 in. FIPT	3	0	0	3	9.325 / EA	0.00
5	814030	T.B.S. Machined Nipple Sch 80 PVC 1-1/2 in. x 3 in. TBE	6	6	0	0	1.548 / EA	9.29
6	814005	T.B.S. Machined Nipple Sch 80 PVC 1-1/2 in. x Close TBE	3	0	0	3	1.213 / EA	0.00
7	PBVL-150	Aqualine 1-1/2 in. Plastic ball valve with stainless steel lever handle, threaded, grey sch.80	3	3	0	0	19.135 / EA	57.41
8	836-015	Sch 80 PVC Male Adapter 1-1/2 in. MIPT x Socket	3	3	0	0	12.303 / EA	36.91
9	808-010	Sch 80 PVC 90 Degree Elbow 1 in. FIPT	5	5	0	0	5.803 / EA	29.02
10	810020	T.B.S. Machined Nipple Sch 80 PVC 1 in. x 2 in. TBE <i>Item Note:</i> <i>Incoming W/T</i> # 40596688	20	0	0	20	0.570 / EA	0.00
11	8810005	T.B.S. Molded Nipple Sch 80 PVC 1 in. x Close TBE	15	15	0	0	0.389 / EA	5.84
12	U-1500-T	NDS Flo-Control Sch 80 PVC Union 1-1/2 in. FIPT	3	2	0	1	12.472 / EA	24.94
13	U-1000-T	NDS Flo-Control Sch 80 PVC Union 1 in. FIPT	5	5	0	0	5.343 / EA	, <b>220</b>

<sup>[135374389-001</sup>Barcode]

14	807-010	Sch 80 PVC 90 Degree Elbow 1 in. Socket x FIPT	4	4	0	0	8.113 / EA	32.45
15	910L1G2G	AEP Valve Box 910L Series Round Green 10 in. w/ Water Marking	5	5	0	0	18.507 / EA	92.54
16	13201G2G	AEP Valve Box Rectangle 13 in. x 20 in. x 12 in.H Green Box/Green Lid Drop-in	8	8	0	0	65.263 / EA	522.10
17	173018P2P	AEP Valve Box Plastic Green With Cover	10	0	10	0	199.307 / EA	0.00
18	097154	Quikrete Red Brick Paver 2 in. x 4 in. x 8 in.	82	82	0	0	0.965 / EA	79.13
19	UB24-2-DR	DeepRoot Tree Root Barrier 24 in. x 24 in. Panel	20	20	0	0	9.417 / EA	188.34
20	UB18-2-DR	DeepRoot Tree Root Barrier 18 in. x 24 in. Panel	40	40	0	0	8.993 / EA	359.72
21	2500DK-1-LF	Toro Drip Zone Valve Kit 2,500 ln. ft. <i>Item Note:</i> <i>Incoming PO #40596655</i>	1	0	0	1	91.543 / EA	0.00
22	2500DK-1-MF	Kit, Drip, 2500 Mf <i>Item Note:</i> Incoming PO #40596655	9	0	0	9	91.543 / EA	0.00
23	HC4844100	Grip Rite Gopher Hard Wire Cloth 23 Gauge 1/4 in. Mesh 48 in. x 100 ft. Roll	1	1	0	0	226.594 / EA	226.59

#### Please remit payment to:

SiteOne Landscape Supply, LLC 24110 Network Place Chicago, IL 60673-1241

Terms: 3% 15TH PROX PLUS 60

DEDUCT CASH DISCOUNT OF 70.49 IF PAID BY 01/15/2024

Sales Tax: \$262.90 Freight: \$0.00 Total: \$3105.06 **Total Payment:** \$0.00 Amount Due: \$3105.06

\$2842.16

Subtotal:

night nomero

#### CUSTOMER SIGNATURE:

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Note: Returns subject to 25% restock charge.



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Invoice#

135419280-001

Sales

Associate

Gilberto Alcaraz



Order#

135419280-001

**Requested for** 

10/10/2023 Any

Stronger Together

PO#

Ship

Delivery

Via

Invoiced

10/10/2023

Customer

Jesus Cervantes

Contact

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

Printed

06/29/2024

10/10/2023

# Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

# Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

#### For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

Subtotal

¢22/5 11

# **Special Instructions:**

Benny 626-272-2138

time

LN	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	UB18-2-DR	DeepRoot Tree Root Barrier 18 in. x 24 in. Panel	98	98	0	0	8.993 / EA	881.31
2	UB24-2-DR	DeepRoot Tree Root Barrier 24 in. x 24 in. Panel	100	100	0	0	9.417 / EA	941.70
3	13201G2G	AEP Valve Box Rectangle 13 in. x 20 in. x 12 in.H Green Box/Green Lid Drop-in	10	8	2	0	65.263 / EA	522.10

# Please remit payment to:

	oubtotui.	$\psi 2070.11$
SiteOne Landscape Supply, LLC	Sales Tax:	\$216.92
24110 Network Place Chicago, IL 60673-1241	Freight:	\$0.00
Terms: 3% 15TH PROX PLUS 60	Total:	\$2562.03
DEDUCT CASH DISCOUNT OF 62.54 IF PAID BY	Total Payment:	\$0.00
01/15/2024	Amount Due:	\$2562.03

# CUSTOMER SIGNATURE:

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Note: Returns subject to 25% restock charge.



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<sup>[135419280-001</sup>Barcode]



Stronger Together

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

# Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

#### Order# PO# Invoiced Invoi ce# Ordered 10/12/2023 10/12/2023 135495148-001 135495148-001 Requested Customer Sales Printed Ship Via for Contact Associate Customer Pick 06/29/2024 Jesus Cervantes Gilberto Alcaraz บท

#### For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

[135495148-001Barcode]

LN	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	UB24-2-DR	DeepRoot Tree Root Barrier 24 in. x 24 in. Panel	60	60	0	0	9.417 / EA	565.02
2	759T05LF	Full Port Ball Valve Lead Free Brass 1 in. FIPT	2	2	0	0	35.281 / EA	70.56

Please remit payment to:	Subtotal:	\$635.58
SiteOne Landscape Supply, LLC	Sales Tax:	\$58.79
24110 Network Place Chicago, IL 60673-1241	Freight:	\$0.00
Terms: 3% 15TH PROX PLUS 60	Total:	\$694.37
DEDUCT CASH DISCOUNT OF 16.76 IF PAID BY	Total Payment:	\$0.00
01/15/2024	Amount Due:	\$694.37

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Note: Returns subject to 25% restock charge.



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Invoice#

135374389-002

Sales

Associate

Jesse Flores



Order#

135374389-002

**Requested for** 

10/13/2023 Any

Stronger Together

PO#

Ship

Via

Delivery

Invoiced

10/13/2023

Customer

Jesus Cervantes

Contact

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

Printed

06/29/2024

10/09/2023

## Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

# Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

#### **Special Instructions:**

time

DELIVER: TUESDAY 10/10 CUSTOMER CONTACT: BENNY 626-272-2138

SSR JESSE FLORES 951-428-5480

LN	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
4	808-015	Sch 80 PVC 90 Degree Elbow 1-1/2 in. FIPT	3	3	0	0	9.325 / EA	27.98
6	814005	T.B.S. Machined Nipple Sch 80 PVC 1-1/2 in. x Close TBE	3	3	0	0	1.213 / EA	3.64
10	810020	T.B.S. Machined Nipple Sch 80 PVC 1 in. x 2 in. TBE <i>Item Note:</i> <i>Incoming W/T</i> # 40596688	20	20	0	0	0.570 / EA	11.40
12	U-1500-T	NDS Flo-Control Sch 80 PVC Union 1-1/2 in. FIPT	1	1	0	0	12.472 / EA	12.47
21	2500DK-1-LF	Toro Drip Zone Valve Kit 2,500 ln. ft. <i>Item Note:</i> <i>Incoming PO #40596655</i>	1	0	0	1	91.543 / EA	0.00
22	2500DK-1-MF	Kit, Drip, 2500 Mf Item Note: Incoming PO #40596655	9	0	0	9	91.543 / EA	0.00

#### Please remit payment to:

SiteOne Landscape Supply, LLC 24110 Network Place Chicago, IL 60673-1241

Terms: 3% 15TH PROX PLUS 60

DEDUCT CASH DISCOUNT OF 1.45 IF PAID BY 01/15/2024

Subtotal:	\$55.49
Sales Tax:	\$5.13
Freight:	\$0.00
Total:	\$60.62
Total Payment:	\$0.00
Amount Due:	\$60.62

<sup>[135374389-002</sup>Barcode]

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Note: Returns subject to 25% restock charge.



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Invoice#

135506088-001

Sales

Associate

Gilberto Alcaraz



Order#

135506088-001

**Requested for** 

10/13/2023 Any

time

Stronger Together

PO#

Ship

Delivery

Via

Invoiced

10/13/2023

Customer

Benigno Romero

Contact

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

Ordered

10/12/2023

Printed

06/29/2024

## Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

# Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

#### For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

# [135506088-001Barcode]

Sp	Special Instructions: Benny 626-272-2138											
LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price				
1	1PVCBE	PVC Pipe 1 in. x 20 ft. Sch 40 Bell End (Priced per ft.)	1,000	1,000	0	0	0.893 / FT	893.00				
Sit 24	ease remit p teOne Landsca 110 Network nicago, IL 606	pe Supply, LLC Place			S F	ubtotal ales Ta reight:		\$893.00 \$82.60 \$0.00				
-		PROX PLUS 60			-	otal: otal Pay	vment:	\$975.60 \$0.00				
	DUCT CASH D 15/2024	ISCOUNT OF 24.72 IF PAID BY				mount		\$975.60				

#### CUSTOMER SIGNATURE:

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Note: Returns subject to 25% restock charge.



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Stronger Together

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

#### Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

## Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 C: (714)650-9721

Ordered		Order#		PO#	In	voiced	Invo	oice#
10/13/2023		135549107-0	49107-001 . 10/16/2023 1355		549107-001			
Printed	Re fo	equested or	Ship Via Customer Contact		Sales Associate			
06/29/2024			Custo up	mer Pic	:k	Jesus Cervan	tes	Gilberto Alcaraz

#### For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

Subtotal:

Freight:

Total:

Sales Tax:

**Total Payment:** 

Amount Due:

[135549107-001Barcode]

\$346.54

\$32.05

\$0.00

\$0.00

\$378.59

\$378.59

## **Special Instructions:**

Benny will pick up Monday morning 10/16

LN	ltem #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	817-040	Sch 80 PVC 45 Degree Elbow 4 in. Socket	2	2	0	0	63.865 / EA	127.73
2	RH-RHBV- QT-12	Christy's Red Hot Blue PVC Cement Low VOC Medium Body 1 qt.	1	1	0	0	60.726 / EA	60.73
3	4PVC315BE	PVC Pipe 4 in. x 20 ft. SDR-13.5 (CL 315) Bell End (Priced per ft.)	20	20	0	0	7.904 / FT	158.08

# Please remit payment to:

SiteOne Landscape Supply, LLC 24110 Network Place Chicago, IL 60673-1241

Terms: 3% 15TH PROX PLUS 60

DEDUCT CASH DISCOUNT OF 9.42 IF PAID BY 01/15/2024

Ligho Tomer

#### **CUSTOMER SIGNATURE:**

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.



GUSTAVO ZENDEJAS | Area Business Manager 714-240-3400 | GZendejas@SiteOne.com We are 100% committed to your success. Please do not hesitate to contact me directly at the number above or scan the QR code to take a brief survey about your experience today.

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Stronger Together

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

# Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

# Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 C: (714)650-9721

Ordered		Order# PO#		In	voiced	Invoice#		
10/23/2023	2023 135836839-001			10/31/2023		135836839-001		
Printed	R fo	equested r	IShin Via		Customer Contact		Sales Associate	
06/29/2024			Custo up	mer Pic	:k	Jesus Cervan	ites	Gilberto Alcaraz

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

[135836839-001Barcode]

# **Special Instructions:**

Deliver: tomorrow morning 10/24 Onsite: Benny 626-272-2138 Please contact Jesus with Lead time on the ball valves 714-650-9721

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	U-1000-T	NDS Flo-Control Sch 80 PVC Union 1 in. FIPT	10	10	0	0	4.930 / EA	49.30
2	829-010	Sch 80 PVC Coupling 1 in. Socket	15	15	0	0	3.830 / EA	57.45
3	829-015	Sch 80 PVC Coupling 1-1/2 in. Socket	3	3	0	0	6.280 / EA	18.84
4	772ST05	Matco True Union Ball Valve Sch 80 1 in. Slip x Thread	15	15	0	0	27.700 / EA	415.50
5	836-010	Sch 80 PVC Male Adapter 1 in. MIPT x Socket	15	15	0	0	6.136 / EA	92.04
6	810120	T.B.S. Machined Nipple Sch 80 PVC 1 in. x 12 in. TBE	15	15	0	0	2.348 / EA	35.22
7	807-010	Sch 80 PVC 90 Degree Elbow 1 in. Socket x FIPT	15	15	0	0	7.608 / EA	114.12
8	13201G2G	AEP Valve Box Rectangle 13 in. x 20 in. x 12 in.H Green Box/Green Lid Drop-in	2	2	0	0	57.597 / EA	115.19
9	VC-0342	MCC Ratcheting Pipe Cutter 1-5/8 in.	1	1	0	0	48.400 / EA	48.40

# Please remit payment to:

SiteOne Landscape Supply, LLC 24110 Network Place Chicago, IL 60673-1241

Terms: 3% 15TH PROX PLUS 60

DEDUCT CASH DISCOUNT OF 28.38 IF PAID BY 01/15/2024

Subtotal:	\$946.06
Sales Tax:	\$68.59
Freight:	\$0.00
Total:	\$1014.65
Total Payment:	\$0.00
Amount Due:	\$1014.65

ievigno Romero

# **CUSTOMER SIGNATURE:**

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Note: Returns subject to 25% restock charge.



# GUSTAVO ZENDEJAS | Area Business Manager

714-240-3400 | GZendejas@SiteOne.com

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Stronger Together

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

# Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

# Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

Ordered		Order#		PO#	In	voiced	Invo	oice#
10/09/2023	/09/2023 135374389-003		03		10/31/2023		135374389-003	
	Printed Requested Ship Via			Customer Contact		Sales Associate		
06/29/2024			Custo up	mer Pic	ck	Jesus Cervan	tes	Jesse Flores

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

Subtotal:

Freight:

Total:

Sales Tax:

**Total Payment:** 

Amount Due:

## **Special Instructions:**

DELIVER: TUESDAY 10/10 CUSTOMER CONTACT: BENNY 626-272-2138

SSR JESSE FLORES 951-428-5480

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
21	2500DK-1-LF	Toro Drip Zone Valve Kit 2,500 ln. ft. Item Note: Incoming PO #40596655	1	1	0	0	71.543 / EA	71.54
22	2500DK-1-MF	Kit, Drip, 2500 Mf Item Note: Incoming PO #40596655	9	9	0	0	71.543 / EA	643.89

#### Please remit payment to:

SiteOne Landscape Supply, LLC 24110 Network Place Chicago, IL 60673-1241

Terms: 3% 15TH PROX PLUS 60

DEDUCT CASH DISCOUNT OF 21.46 IF PAID BY 01/15/2024

vigno nomero

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Note: Returns subject to 25% restock charge.



**GUSTAVO ZENDEJAS | Area Business Manager** 714-240-3400 | GZendejas@SiteOne.com \$715.43

\$51.87

\$767.30

\$767.30

\$0.00

\$0.00

<sup>[135374389-003</sup>Barcode]

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Stronger Together

Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

# Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

# Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

Ordered		Order#		PO#	In	voiced	Invo	ice#
11/01/2023	1/01/2023 136108212-001		01		11/01/2023		136108212-001	
	Printed Requested Ship Via			Customer Contact		Sales Associate		
06/29/2024			Custo up	mer Pic	:k	Benigno Rom	ero	Gilberto Alcaraz

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

<sup>[136108212-001</sup>Barcode]

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	702637	LESCO Dimension 0.27G Pre- Emergent Turf & Ornamental Herbicide 50 lb. (Biodac)	1	1	0	0	59.488 / EA	59.49
	<u>ease remit pa</u>			Subtotal:				
	eOne Landscap				S	IX:	\$4.31	
	nicago, IL 60673-				Freight:			\$0.00
Teri	ms: 3% 15TH PR		Т		\$63.80			
DEI	OUCT CASH DIS	COUNT OF 1.78 IF PAID BY			Т	otal Pa	yment:	\$0.00
	15/2024				А	mount	Due:	\$63.80

Dona

# **CUSTOMER SIGNATURE:**

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Note: Returns subject to 25% restock charge.



# GUSTAVO ZENDEJAS | Area Business Manager 714-240-3400 | GZendejas@SiteOne.com

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Oxnard CA #274 260 Lambert St Ste G Oxnard, CA 93036-0942 W: (805)278-4556

# Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

# Ship To:

J/ Rose Avenue E.S. Reconstruction (#1219998-3076) J/ Rose Avenue E.S. Reconstruction QT#6306831 Ex 8 220 S Driskill St Oxnard, CA 93030-5544 W: (909)444-9000

Ordered Order#			PO#	In	voiced	Invo	Invoice#	
11/02/2023 136172594-00		01		11/02/2023		136172594-001		
Drintan	Printed Requested Ship Via			Customer Contact		Sales Associate		
06/29/2024			Custo up	omer Pic	сk	Benigno Rom	ero	Juan Briseno

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

[136172594-001Barcode]

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	097154	Quikrete Red Brick Paver 2 in. x 4 in. x 8 in.	12	12	0	0	0.896 / EA	10.75
2	406-010	Sch 40 PVC 90 Degree Elbow 1 in. Socket	50	50	0	0	0.623 / EA	31.15

<u>Please remit payment to:</u>	Subtotal:	\$41.90
SiteOne Landscape Supply, LLC	Sales Tax:	\$3.04
24110 Network Place Chicago, IL 60673-1241	Freight:	\$0.00
Terms: 3% 15TH PROX PLUS 60	Total:	\$44.94
DEDUCT CASH DISCOUNT OF 1.26 IF PAID BY	Total Payment:	\$0.00
02/15/2024	Amount Due:	\$44.94

Migha Romens

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Note: Returns subject to 25% restock charge.



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Invoice#

Sales

142721319-001

Associate

Mario Sanchez



Order#

Requested

for

142721319-001

Stronger Together

PO#

Ship Via

up

**Customer Pick** 

ROSE AVE.

Invoiced

Customer

Johnny Flores

Contact

06/12/2024

Orange CA #106 610 N Batavia St Orange, CA 92868-1221 W: (714)639-1850

Ordered

Printed

06/12/2024

06/29/2024

# Sold To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

# Ship To:

Premier West Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

# [142721319-001Barcode]

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	CM-150	Spears CM-150 Can-Mate Dauber for Pipe 1-1/2 in. to 3 in.	4	4	0	0	6.966 / EA	27.86
2	5330-01- SAS	Safety Glasses NSX Turbo Clear Lens (Meets ANSI Z87.1 - 2015)	1	1	0	0	2.200 / EA	2.20
3	315095053	ECHO 5 lb. Spools 0.095 in. Round Trimmer Line	1	1	0	0	66.611 / EA	66.61
4	6450025G	50:1 Power Blend Oil 6.4oz/2.5G Mix	12	12	0	0	6.227 / EA	74.72
5	7X7PTOTE	Tote Plastic 7 ft. x 7 ft.	20	20	0	0	2.718 / EA	54.36
6	14191034- CARS	Carson Spec Valve Box Rectangle 14 in. x 19 in. x 12 in.H Green Box/Green Lid Overlapping ICV w/Bolt	1	1	0	0	71.693 / EA	71.69
7	702265	LESCO Dimension 0.27G Pre Emergent Turf & Ornamental Herbicide 50 lb.	1	1	0	0	45.864 / EA	45.86
8	097154	Quikrete Red Brick Paver 2 in. x 4 in. x 8 in.	5	5	0	0	1.328 / PC	6.64
9	GRS436	Rebar Stake 36 in. #4 Straight	15	15	0	0	4.491 / PC	67.37
10	804120M	T.B.S. Molded Nipple Sch 80 PVC 1/2 in. x 12 in. TBE	5	5	0	0	0.731 / EA	3.66
11	TC-5724	Worm Drive Clamp Zinc Plated 1-1/16 in. to 2 in.	30	30	0	0	2.387 / EA	71.61
12	533	Irritrol Adjustable Flood Bubbler	9	9	0	0	2.189 / EA	19.70
13	RK62001	Corona Max Leaf Rake 19 in. Steel Head 54 in. Wood Handle	2	2	0	0	12.990 / EA	25.98

Please	remit	payment to:

SiteOne Landscape Supply, LLC 24110 Network Place Chicago, IL 60673-1241

Terms: 3% 15TH PROX PLUS 60

DEDUCT CASH DISCOUNT OF 16.15 IF PAID BY 09/15/2024

Subtotal:	\$538.26
Sales Tax:	\$41.72
Freight:	\$0.00
Total:	\$579.98
Total Payment:	\$0.00
Amount Due:	\$579.98

# **CUSTOMER SIGNATURE:**

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Note: Returns subject to 25% restock charge.



# JOSEPH HERNANDEZ | Area Business Manager

626-224-4273 | JHernandez2@SiteOne.com

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ISS - SIMI VALLEY 4684 RUNWAY STREET SIMI VALLEY, CA 93063 FAX: (805)-306-1731 Phone: (805)-306-1730

BILL TO:

#### PREMIERWEST LANDSCAPE INC 406 S LEMON AVE STE#1 WALNUT 91789

# INVOICE

Invoice # :	0010926867-001				
Invoice Date :	05/25/23				
Account # :	PREM2620				
Branch :	ISSSIMI				
Phone # :	(909)-444-9000				
Fax # :	(909)-444-9002				
Delivery # :	0010926867-001				
REMIT TO:					
HERITAGE LANDSCAPE SUPPLY GROUP					

HERITAGE LANDSCAPE SUPPLY GROUP PO BOX 741381 LOS ANGELES, CA 90074-1381 (714)-792-2925

SHIP TO: 11

PON	NUMBER		REFE	RENCE NUMBER	JOB NUMBER		ORDER DATE	SHIP DAT	ΓE	SALES	
	ROSE AVE ES BENNY 626-272-2138		Y 626-272-2138			05/24/23	05/25/23		M ROBERTS		
AGENTS		ORDER		ORDERED BY	SHIP VIA		FREIGHT TERM	1		CREATED BY	
R GONZAL		WHS	SE	JESUS CERVAN	OUR TRUCK					RG101805	
QTY ORDERED	QTY SHIPPED			ITEM / DE	SCRIPTION	CO	NVERTED QTY	PRICE / UC	MC	EXTENDED AMOUNT	
			C-27 LICI	ENSE 9987853 EXP. 1	0/31/2020 FOR NEW LANDS	SCAPE;CON	NSTRUCTION P	PROJECTS. ;			
60	60		BEP040C PVC PIPI BELL EN 4" X 20'	E CL 315 WHITE BE			60.00 /FT	7.37	56 /FT	. 442.54	
60	60		BEP080S PVC PIPI BELL EN 8" X 20'	E SCH 40 WHITE BE			60.00 /FT	14.01	19 /FT	840.71	
2	2			40 VC 90 ELBOW SLIP 4 VVC 90 DEGREE ELBO			2.00 /EA	13.602	25 /EA	27.21	
600	600		PVC PIPE	BEP010SCH40 PVC PIPE SCH 40 WHITE BE BELL END 1" X 20'			600.00 /FT	.82	57 /FT	495.42	
660	660		BEP020S PVC PIPI BELL EN 2" X 20'	E SCH 40 WHITE BE			660.00 /FT	1.76	59 /FT	1,165.49	
25	25	EA		10 VC 90 ELBOW SLIP 4 VVC 90 DEGREE ELBO			25.00 /EA		70 /EA	17.50	
5	5	EA		S4PCPN010 SCH 40 PVC COUPLER NESTED 1"			5.00 /EA	.552	25 /EA	. 2.76	
2	2	EA	CSTS300 TOOLCHRI 14" TOOL BOX;PVC CUTTING SAW				2.00 /EA	21.0	04 /EA	42.08	
1	1	EA	IPS711G	AL			1.00 /EA	129.9	91 /EA	129.91	
TERMS: NE	T 30 DAYS	Due Date	e: 06/24/2:	3				BALANC	E	\$3,582.59	



ISS - SIMI VALLEY 4684 RUNWAY STREET SIMI VALLEY, CA 93063 FAX: (805)-306-1731 Phone: (805)-306-1730

BILL TO:

PREMIERWEST LANDSCAPE INC 406 S LEMON AVE STE#1 WALNUT 91789

# INVOICE

Invoice # :	0010926867-001				
Invoice Date :	05/25/23				
Account # :	PREM2620				
Branch :	ISSSIMI				
Phone # :	(909)-444-9000				
Fax # :	(909)-444-9002				
Delivery # :	0010926867-001				
REMIT TO:					
HERITAGE LANDSCAPE SUPPLY GROUP					

HERITAGE LANDSCAPE SUPPLY GROUP PO BOX 741381 LOS ANGELES, CA 90074-1381 (714)-792-2925

SHIP TO: 11

PO	NUMBER		REFERENCE NU	MBER	JOB NUMB	ER	ORDER DATE	SHIP DATE	SALES
ROS	E AVE ES		BENNY 626-272	2-2138		05/24/23		05/25/23	M ROBERTS
AGENT	S	ORDER		RED BY	SHIP VIA	HIP VIA FREIGHT TERI			CREATED BY
R GONZA	LEZ	WHS	E JESUS	CERVAN	OUR TRUCK				RG101805
QTY ORDERED	QTY SHIPPED	UOM			SCRIPTION	co	NVERTED QTY	PRICE / UOM	EXTENDED AMOUNT
	ATY SHIPPED	EA	IPS PVC CEMENT 7 711 GRAY GLUE G IPSP70GAL IPS PVC PRIMER F PRIMER PURPLE C ******SUB-TOTAL** Sales Tax	711 GALLOI AL 270 GALLON GALLON 102	N 10117 N PURPLE 10221			PRICE / UOM	AMOUNT
TERMS: NE	T 30 DAYS D	ue Date	: 06/24/23					BALANCE	\$3,582.59



ISS - SIMI VALLEY 4684 RUNWAY STREET SIMI VALLEY, CA 93063 FAX: (805)-306-1731 Phone: (805)-306-1730

BILL TO:

#### PREMIERWEST LANDSCAPE INC 406 S LEMON AVE STE#1 WALNUT 91789

# INVOICE

Invoice # :	0011327686-002				
Invoice Date :	06/20/23				
Account # :	PREM2620				
Branch :	ISSSIMI				
Phone # :	(909)-444-9000				
Fax # :	(909)-444-9002				
Delivery # :	0011327686-002				
REMIT TO:					
HERITAGE LANDSCAPE SUPPLY GROUP					

HERITAGE LANDSCAPE SUPPLY GROUP PO BOX 741381 LOS ANGELES, CA 90074-1381 (714)-792-2925

SHIP TO: 11

PVC PIPE SCH 40 WHITE BE           BELL END           8'X 20'           """SUB-TOTAL"""           Sales Tax           9.25%           51.84	PO	PO NUMBER REFERENCE NUMBER JOB NUMBER ORDER D		ORDER DATE	SHIP DATE	SALES					
J FERNANDEZ         WHSE         OUR TRUCK         WM101880           OTY ORDERED         UOM         TEM / DESCRIPTION         CONVERTED OTY OTY         PRICE / UOM         EXTRODED AMOUNT           40         40         FT         BEP0805CH40 PVC PIPE SCH 40 WHITE BE BELLEND 8'X 20'         40.00 /FT         14.0119 /FT         560.48           31 X         9.25%         51.84         51.84         51.84	rc	ose ave		migu	el 626-272-2138		06/16/23		06/16/23	06/19/23	M ROBERTS
OTY ORDERED         OTY SHIPPED         UOM         TEM / DESCRIPTION         COVERTED OTY         PRICE / UOM         EXTENDED AMOUNT           40         40         FT         BEPBOBSCH40 PVC PIPE SCH 40 WHITE BE BELL END 8" X 20         40.00 /FT         14.0119 /FT         560.48           31         52         Sales Tax         9.25%         51.84	AGENT	S	ORDER	ТҮРЕ	YPE ORDERED BY SHIP VIA FREIGHT			FREIGHT TERM CRE		CREATED BY	
ORDERED         SHIPPED         Com         Term / Description         OTY         PRCE / OUM         AMOUNT           40         40         FT         BEP0805CH0 PVC PIPE SCH 40 WHITE BE BELLEND 8" X 20"         40.00 /FT         14.0119 /FT         560.48           51.84         Sales Tax         9.25%         51.84	J FERNAN	IDEZ	WHS	SE		OUR	TRUCK		<u>.</u>		WM101880
40       40       FT       BEP080SCH40 PVC PIPE SCH 40 WHITE BE BELL END 8' X 20'       40.00 /FT       14.0119 /FT       560.48         30       *****SUB-TOTAL*****       580.48       9.25%       51.84         3ales Tax       9.25%       51.84       9.25%       51.84		QTY SHIPPED							QTY		
PVC PIPE SCH 40 WHITE BE           BELL END           8'X 20'           """SUB-TOTAL"""           Sales Tax           9.25%           51.84				C-27 LICI	ENSE 9987853 EXP. 1	10/31/2020 FC	OR NEW LANDS	SCAPE;CON	ISTRUCTION	PROJECTS. ;	
Sales Tax       9.25%       51.84         Image: Sales Tax       9.25%       51.84         Image: Sales Tax       9.25%       51.84	40	40		PVC PIPE BELL EN	E SCH 40 WHITE BE				40.00 /FT	14.0119 /F	T 560.48
				*****SUE	B-TOTAL*****						560.48
TERMS:       NET 30 DAYS Due Date: 07/20/23       BALANCE       \$612.32				Sales Tax	K				9.25%		51.84
TERMS:         NET 30 DAYS Due Date: 07/20/23         BALANCE         \$612.32											
	TERMS: NE	T 30 DAYS D	ue Date	e: 07/20/23	3					BALANCE	\$612.32



4684 RUNWAY STREET SIMI VALLEY, CA 93063 FAX: (805)-306-1731 Phone: (805)-306-1730

BILL TO:

#### PREMIERWEST LANDSCAPE INC 406 S LEMON AVE STE#1 WALNUT 91789

# INVOICE

Invoice # :	0011327686-001				
Invoice Date :	06/20/23				
Account # :	PREM2620				
Branch :	ISSSIMI				
Phone # :	(909)-444-9000				
Fax # :	(909)-444-9002				
Delivery # :	0011327686-001				
REMIT TO:					
HERITAGE LANDSCAPE SUPPLY GROUP					

HERITAGE LANDSCAPE SUPPLY GROUP PO BOX 741381 LOS ANGELES, CA 90074-1381 (714)-792-2925

SHIP TO: 11

PO NUMBER			REFERENCE NUMBER			JOB NUMBER		ORDER DATE	SHIP DA	TE	SALES
rc	ose ave		migu	el 626-272-2138				06/16/23	06/16/2	23	M ROBERTS
AGENT	S I	ORDER	TYPE	ORDERED BY		IP VIA		FREIGHT TERM	1		CREATED BY
J FERNAN	IDEZ	WHS	SE		OUR	TRUCK					WM101880
QTY ORDERED	QTY SHIPPED	UOM		ITEM / DE	SCRIPTION		СО	NVERTED QTY	PRICE / U	ОМ	EXTENDED AMOUNT
			C-27 LICE	ENSE 9987853 EXP.	10/31/2020 F	OR NEW LANDSC	APE;CON	STRUCTION	PROJECTS. ;		
460	460		BEP040C PVC PIPE BELL ENI 4" X 20'	E CL 315 WHITE BE				460.00 /FT	7.37	'56 /FT	3,392.78
40	40		BEP080S PVC PIPE BELL ENI 8" X 20'	E SCH 40 WHITE BE				40.00 /FT	14.01	19 /FT	560.48
			*****SUB	-TOTAL*****							3,953.26
			Sales Tax	(				9.25%			365.68
TERMS: NE	T 30 DAYS D	ue Date	e: 07/20/23	3					BALAN	CE	\$4,318.94



ISS - ANAHEIM 1485 N MANASSERO ST ANAHEIM, CA 92807 FAX: (714)-792-2921 Phone: (714)-792-2920

#### BILL TO:

#### PREMIERWEST LANDSCAPE INC 406 S LEMON AVE STE#1 WALNUT 91789

# 

Invoice # :	0012850168-001							
	0012030100-001							
Invoice Date :	09/26/23							
Account # :	PREM2620							
Branch :	ISSANAH							
Phone # :	(909)-444-9000							
Fax # :	(909)-444-9002							
Delivery # :	0012850168-001							
	REMIT TO:							

HERITAGE LANDSCAPE SUPPLY GROUP PO BOX 741381 LOS ANGELES, CA 90074-1381 (714)-792-2925

SHIP TO: 1

#### PREMIERWEST LANDSCAPE INC 406 S LEMON AVE STE#1 WALNUT, CA 91789

PO NUMBER			REFE	RENCE NUMBER	JOB NUMBER		ORDER DATE	SHIP DAT	E	SALES
ROSE	AVE ELEM.				ROSE AVE		09/26/23	09/26/2	3	M ROBERTS
AGENT		ORDER		ORDERED BY	SHIP VIA		FREIGHT TERM	1		CREATED BY
V LOPE	Z	COUN	TER	JESUS	WCNOW					SP101942
QTY ORDERED	QTY SHIPPED	UOM			SCRIPTION		NVERTED QTY	PRICE / UC	ОМ	EXTENDED AMOUNT
			C-27 LICI	ENSE 9987853 EXP. 1	0/31/2020 FOR NEW LAND	SCAPE;CON	ISTRUCTION I	PROJECTS. ;		
8	8	EA		40 VVC 45 ELBOW SLIP VVC 45 DEGREE ELBO			8.00 /EA	55.548	30 /EA	444.38
1	1	EA	S8PT419 SCH 80 F 4" X 1-1/2	VC TEE SLIP 801-419	)		1.00 /EA	86.7	74 /EA	86.74
4	4	EA	S8PBHSF SCH 80 F 1-1/2" X 1	VC BUSHING SPXF 8	338-211		4.00 /EA	6.096	60 /EA	24.38
1	1	EA		PVC SCH80 TEE RED 180 TEE 4X4X1-1/2 RE			1.00 /EA	44.846	60 /EA	44.85
			*****SUE	B-TOTAL*****						600.35
			NEW CU	STOMER DISCOUNT						-30.02
			Sales Ta>	(			7.75%			44.17
		<u> </u>	1			I				
TERMS: NE	T 90 Due Dat	e: 12/2	5/23			I		BALANC	E	\$614.50

#### **Change Order Work**

						C.C.O. NO		ADD
PROJECT NO.	Rose Ave	mua ES	DATE PERFORMED		7/2/2024 0:00		AUTHORIZED	\$
PROJECT NAME	Kose Ave	nue ES	DATE OF REPORT		1/2/2024 0.00	TODAY	S EXPENDITURE	\$
WORK PERFORMED BY	PREMIE	RWEST LANDSC	APE INC			TO DATE		<u>\$</u> \$
WORK I ERI ORWED D'I		KWEDI EMUDDE	<b>M E, 1100</b>				CTOR JOB NO.	Ψ
DESCRIPTION OF WORK	Material C	Cost Increase for Par	king Lot Mainline & PC	C			CTOR REPORT NO.	
EQUIP. NO EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	P. R. NO	LABOR	HOUR	RS HOURLY RATE	EXTENDED AMOUNTS
			\$0.00		Foreman	REG.		\$0.00
			\$0.00		Operator	REG.		\$0.00
			\$0.00		Journeyman	REG.		\$0.00
			\$0.00		Apprentice	REG.		\$0.00
			\$0.00		Apprentice 2	REG.		\$0.00
			\$0.00		Apprentice 3	REG.		\$0.00
					Tradesmen	REG.		\$0.00
			\$0.00			REG.		\$0.00
MATERIAL AND/	OR WORK DO	ONE BY SPECIA	LISTS			illo.		<b>\$6100</b>
DESCRIPTION	No. Unit	Unit Cost	Total Item Cost	İ	SUB-TO	TAL	0 Total Labo	r \$0.00
Material Cost Increase*	1	\$12,517.63	\$12,517.63	ADDED I	PERCENTAGE - (SEE SPECIAL PR	OVISIONS)		
*See Backup for Breakdown			\$0.00	SURCH	ARGE HANDBOOK)	-		
			\$0.00	LABOR	SURCHARGE - 11% ON SATU	RDAY RATE		\$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>*</b>	
			\$0.00 \$0.00	TRAVE	LEXPENSE	NO.	@\$	
			\$0.00					+
			\$0.00	OTHER				
			\$0.00	UTHER				+
			\$0.00	ł	TOTAL COST OF LA	ABOR	A	\$0.00
TOTAL COST O	FMATERIALS		\$12,517.63	TOTA	L COST OF MATERIALS	& EQUIPM	ENT B	\$13,675.51
+ 9.25% SALES TAX	ON MATERIAI	LS	\$1,157.88		TOTAL SUBCONT	RACTOR C	OST	\$13,675.51
TOTAL COST OF	MATERIALS		\$13,675.51		15% ON I	LABOR		\$0.00
			, <b></b> -		15% ON EQUIPMEN	Г AND MAT	ERIAL	\$2,051.33
ACCEPTED FOR PROGRESS PAYM	ENT	PD. ON EST CHECKED F			TOTAL THI			\$15,726.84

# **ROSE AVE ES**

# INSTALLED MATERIAL INCREASE DUE TO BUMPED SCHEDULE

PRODUCT DESCRIPTION	<b>BID TIME PRICE</b>	2024 PRICE	PRICE DIFFERENCE	QTY INSTALLED	TOTAL COST DIFFERENCE
IRRIGATION CONTROLLER- WEATHERTRAK ET PRO3 (SPT)					
42-STA.	\$6,964.620	\$11,305.310	\$4,340.690	1	\$4,340.69
4" REDUCED PRESSURE BACKFLOW PREVENTER (FEBCO					
#LF860)	\$2,560.020	\$3,971.250	\$1,411.230	1	\$1,411.23
WEATHERTRONICS VFD BOOSTER PUMP (WATERMAX 5000					
QUICKSHIP) 5 H.P., 3-PHSE (30 PSI BOOST AT 70 GPM)	\$18,780.000				\$4,242.46
3" MASTER VALVE (SUPERIOR 3100300)	\$1,012.534	\$1,291.750	\$279.216	1	\$279.22
1.5" RM FLOW SENSOR	\$451.800	\$615.000	\$163.200	1	\$163.20
4" BALL VALVE (KBI BTU-TE)	\$379.895	\$713.240	\$333.345	2	\$666.69
4" CLASS 315 PVC PIPE	\$5.017	\$7.830	\$2.813	150	\$421.95
8" SCH 40 PVC	\$9.939	\$15.720	\$5.781	130	\$751.53
4" SCH 80 TEE	\$30.719	\$37.921	\$7.202	2	\$14.40
4"x1" SCH 80 REDUCING 90° ELBOW	\$37.459	\$44.258	\$6.799	2	\$13.60
4" SCH 80 45° ELBOW	\$58.942	\$66.284	\$7.342	2	\$14.68
4" SCH 80 90° ELBOW	\$21.732	\$26.789	\$5.057	5	\$25.29
14 GAUGE BLACK CONTROL WIRE BY FT.	\$0.121	\$0.170	\$0.049	150	\$7.35
14 GAUGE RED CONTROL WIRE BY FT.	\$0.121	\$0.170	\$0.049	150	\$7.35
12 GAUGE GREEN CONTROL WIRE BY FT.	\$0.190	\$0.240	\$0.050	150	\$7.50
711 GRAY PVC CEMENT GLUE 1 GALLON	\$76.075	\$153.270	\$77.195	1	\$77.20
P-70 PURPLE PRIMER 1 GALLON	\$67.380	\$137.960	\$70.580	1	\$70.58
3/4"x520" TEFLON TAPE	\$2.113	\$3.470	\$1.357	2	\$2.71

TOTAL MATERIAL COST INCREASE FOR INSTALLED MATERIAL

\$12,517.63



W: (805)481-7855

Created	Quote#	Due Date	Expected Award Date	Expiration Date
06/17/2024	7680234	06/17/2024	06/17/2024	06/17/2025

#### Bill To:

Quotation

PremierWest Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

#### Ship To:

PremierWest Landscape (#1219998) 406 S Lemon Ave Ste 1 Walnut, CA 91789-2953 W: (909)444-9000

Printed	Job Name	Job Description	Job Start Date
06/17/2024 09:38:17	ROSE AVENUE RECONSTRUCTION	OXNARD - PREMIER WEST	06/17/2024

Line #	Item#	Item Desc	Qty	Unit Price	Extended Price
1		Hydropoint Weathertrack ET Pro3 24 Station Conventional Heavy-Duty Top Entry Pedestal Stainless Steel Controller	1	11305.31	11305.31
2	0683100	Febco 4 in. LF860-DOSY Lead Free RPZ OSY	1		3971.25
3	NSI-WMBV-5000- 7A-3-240-3-	WATERTRONICS PUMP 70 GPM @ 30 PSI BOOST	1		23022.46
4	3100300	Superior Master Valve 3100 Brass 3 in. Normally Open FIPT x FIPT	1	1291.75	
5	FS-B150	Rain Master Flow Sensor Wired Brass Tee Mounted 1-1/2 in. NPT	1	615.00	615.00
6	44LRC	Rain Bird Quick Coupling Valve 1 in. FIPT Inlet 2 pc. Body Double Track Key Lug with Yellow Rubber Locking Cover	1	87.21	87.21
7	BTU-4000-TE	4 Blocked True Union Ball Valve Sch 80 Thd EPDM O-Ring PVC	2	713.24	1426.48
8	100P1	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 1 in. FIPT with Flow Control	7	78.47	549.29
9	100P1.5	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 1-1/2 in. FIPT with Flow Control	7	105.80	740.60
10	100P2	Irritrol Century Plus Glass-Filled Nylon Globe/Angle Valve 2 in. FIPT with Flow Control	8	145.45	1163.60
11	700DK-1-LF	Irritrol 700 Series UltraFlow In-Line Drip Zone Valve Kit 1 in. FPT	1	97.13	97.13
12	700DK-1`-MF	Irritrol 700 Series UltraFlow In-Line Drip Zone Valve Kit 1 in. FPT	9	97.13	874.17
13	CR-IC10	Crispin 1 in. Air Relief Valve	2	535.27	1070.54
14	T-EHW1645-050	Toro Blue Stripe 5/8 in. Distribution Hose 500 ft. roll	55	56.00	
15	T-DPC04-MA	Toro NGE Self Flushing Pressure Compensating Emitter 1.0 gph with Male Adapter (Black) 1/4 in. Barb	4,399	0.22	
16	T-DPC08-DC- RED	Toro NGE Self Flushing Pressure Compensating Emitter 2.0 gph with Dust Cap (Red) 1/4 in. Barb	319	0.22	70.18
17	835-010	Sch 80 PVC Female Adapter 1 in. Socket x FIPT	59	5.89	347.51
18	775-060000	EA Gray Sch 80 PVC Nipple 1 in. x Close MIPT Threaded Both Ends	59	0.68	40.12
19	4PVC315BE	PVC Pipe 4 in. x 20 ft. SDR-13.5 (CL 315) Bell End (Sold per ft.)	2,433	7.83	19050.39
20	1PVCBE	PVC Pipe 1 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	7,345	0.91	
21	150PVCBE	PVC Pipe 1-1/2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	1,087	1.59	
22	2PVCBE	PVC Pipe 2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	872	1.94	
23	250PVCBE	PVC Pipe 2-1/2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	304	3.09	
24	8PVCBE	PVC Pipe 8 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	428	15.72	
25	2PVCBE	PVC Pipe 2 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	1,506	1.94	
26	570Z-6P- PRXCOM	Toro 570Z Spray Body 6 in. Pop Up with Pressure Regulator, Check Valve and X-Flow	72	15.22	
27	5006+PCSAMRSS	Rain Bird 5006 Plus Part-Circle Stainless Steel Rotor 6 in. Riser with SAM Check Valve and PRS Pressure Regulator	28	30.65	858.20
28	8005SS	Rain Bird 8005 Adjustable Stainless Steel Rotor 5 in. Riser with SAM Check Valve	61	65.37	3987.57
29	RWSB1401	Rain Bird Root Watering System 36 in. with 0.25 gpm Bubbler and 4 in. Round Grate	186	37.44	6963.84
30	RWSSOCK	Rain Bird Root Watering System Sand Sock	186	3.58	665.88
31	BVC3X12	Tree Stake Lodge Pole Treated 3 in. x 3 in. x 12 ft.	84	22.11	1857.24
32	EZ-32B	EZ-Band Tree Tie Self-Locking Black 32 in.	358	1.52	544.16
33	4PVC200BE	PVC Pipe 4 in. x 20 ft. SDR-21 (CL 200) Bell End (Sold per ft.)	290	5.95	1725.50
34	DNG105-12.5360	Mirafi 140NC Non-Woven Geotextile Black 12.5 ft. x 360 ft.	3	987.38	2962.14
35	406-007	Sch 40 PVC 90 Degree Elbow 3/4 in. Socket	150	0.39	58.50
36	406-010	Sch 40 PVC 90 Degree Elbow 1 in. Socket	150	0.67	100.50
37	406-012	Sch 40 PVC 90 Degree Elbow 1-1/4 in. Socket	150	1.24	186.00
		Sch 40 PVC 90 Degree Elbow 1-1/2 in. Socket	150	1.45	217.50
		Sch 40 PVC 90 Degree Elbow 2 in. Socket	150	1.98	
40	406-040	Sch 40 PVC 90 Degree Elbow 4 in. Socket	150	14.71	
41	401-007	Sch 40 PVC Tee 3/4 in. Socket	150	0.53	

42	401-010	Sch 40 PVC Tee 1 in. Socket	150	0.88	132.00
		Sch 40 PVC Tee 1-1/4 in. Socket	150	1.36	204.00
		Sch 40 PVC Tee 1-1/2 in. Socket	150	1.67	250.50
	401-020	Sch 40 PVC Tee 2 in. Socket	150	2.43	364.50
	401-040	Sch 40 PVC Tee 4 in. Socket	150	20.36	
		Sch 40 PVC Coupling 3/4 in. Socket	100	0.33	33.00
	429-010	Sch 40 PVC Coupling 1 in. Socket	100	0.57	57.00
-		Sch 40 PVC Coupling 1-1/4 in. Socket	100	0.74	74.00
	429-015	Sch 40 PVC Coupling 1-1/2 in. Socket	100	0.79	79.00
	429-020	Sch 40 PVC Coupling 2 in. Socket	100	1.19	119.00
	429-040	Sch 40 PVC Coupling 4 in. Socket	100	6.68	668.00
53	141BLK2500	UF Wire Black 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	37,500	0.17	6375.00
54	141RED2500	UF Wire Red 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	37,500	0.17	6375.00
55	141WHT2500	UF Wire White 14 Gauge 1 Conductor 2,500 ft. (Sold per ft.)	5,000	0.23	1150.00
		Applied 10 in. Standard Round Green Valve Box	12	25.63	307.56
-	13241001- CARS	Carson Spec Valve Box Rectangle 13 in. x 24 in. x 12 in.H Green Box/Green Lid Drop-in ICV w/Bolt	28	273.62	7661.36
		Applied 17 in. x 30 in. Standard Rectangular Valve Box	15	205.71	3085.65
		ID Tag Yellow 2-1/4 in. 2-3/4 in.	13	7.58	98.54
		Quikrete Red Brick Paver 2 in. x 4 in. x 8 in.	222	1.53	339.66
		Bagged 3/4 in. Washed Crushed Gravel	110	6.75	742.50
	270672	3M DBR-Y6 Direct Bury Splice Kit DBR/Y-6 (Bulk) 600V	36	2.19	78.84
		Weld-On 711 Gray PVC Cement Low VOC Heavy Body 1 gal.	3	153.27	459.81
64	10221-IPS	Weld-On P-70 Purple Primer Low VOC NSF 1 gal.	3	137.96	413.88
65		For Questions Please Call Quote Center @ (760)480-9762. Office hours are Mon thru Fri 6:30am-4pm Item Note: Due to the "Force Majeure" commodity items such as pipe, wire and etc. are changing frequently. All awarded pricing will be at the current market rate. Please contact your SiteOne sales representative for updates on the current market.			

# Total Price: \$ 146,392.11

Role	Contact
Customer Contact	Jesus Gallegos

SiteOne Landscape Supply is not responsible for the accuracy of the items contained in this quotation. Please review carefully. Please add appropriate sales tax. Prices on this quote are good for 30 days after the entered bid date. Local tax may differ based on locations and local codes.



# **Change Order Request**

**COR Subject: Remobilization** 

# SC21-512 — Rose Ave. Elementary School

To Alex Gonzalez Balfour Beatty 1501 Quail Street #130 Newport Beach, CA 92660 949-502-4000 COR Number: SC21-512-14 COR Revision Number: 0 COR Date: 6/18/2024 Work Type: Price / Do Not Proceed 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	\$158.18	4.00 <i>Hrs</i>	1.00	\$632.72
Remobilization	· · ·			
483 Journeyman	\$147.11	4.00 <i>Hrs</i>	1.00	\$588.44
Remobilization		1		

Breakout		
	Labor :	\$1,221.16
Gross Margin Percent	@ 10%:	\$122.12
Overhead Percent	@ 15%:	\$183.17
	Total:	\$1,526.45

# **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 6/18/2024	DATE



# **Change Order Request**

**COR Subject: Labor Increase** 

# SC21-512 — Rose Ave. Elementary School

To Alex Gonzalez Balfour Beatty 1501 Quail Street #130 Newport Beach, CA 92660 949-502-4000 COR Number: SC21-512-15 COR Revision Number: 0 COR Date: 6/18/2024 Work Type: Price / Do Not Proceed 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	\$158.18	8.00 <i>Hrs</i>	1.00	\$1,265.44
Labor Increase	· · ·			
483 Journeyman	\$147.11	8.00 <i>Hrs</i>	1.00	\$1,176.88
Labor Increase		,		

Breakout	
Labor	: \$2,442.32
Gross Margin Percent @ 109	6: \$244.23
Overhead Percent @ 159	6: \$366.35
Tota	l: \$3,052.90

# **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 6/18/2024	DATE

# Extra Work Proposal Labor and Material Breakdown



Date : 11/15/2024

Job Name : ROSE AVENUE

Extra Work Proposal #:61

Description of work:

Disclaimer and Conditions:

•The pricing provided is based on current project conditions and assumptions. Any unforeseen circumstances, including but not limited to changes in scope, delays caused by third parties, or adverse weather conditions, may impact the added project cost.

Pricing for Extended Warranty and Re-startup

The extended warranty premium is calculated based on a comprehensive risk assessment and includes coverage for the noted mechanical equipment installed by SMEP on this project. This is necessary to mitigate the potential costs associated with unforeseen equipment failures and downtime.

The re-startup costs include labor, materials, testing, and commissioning. These costs are directly attributable to the project schedule extension and are essential to ensure the equipment operates reliably and efficiently.

All costs associated with extended completion calendar as issued September 2024. Owner acceptance not expected until July 2025

1. Extended Warranty Costs:

•Calculation: Factors influencing the cost are manufacture provided cost based on equipment age, usage hours, and specific warranty coverage.

•Risk Assessment: Risk assessment is based on potential failure points and associated costs typical mechanical units.

2. Re-startup Costs:

•Labor Costs: Labor cost is for technicians to re-start up equipment per factory recommendations to be able to extend the expired factory warranty.

•Material Costs: Materials are required for re-startup, such as filters, lubricants, and replacement parts.

•Testing and Commissioning: Testing and commissioning procedures are necessary to follow to ensure the equipment is operating optimally.

Pricing Breakdown:

	Sheet Metal-Field		\$ 118,257.80
	Systems Operations		\$ 4,785.00
	Subcontracts		\$ 75,869.00
	Sales Tax	9.25%	\$ 7,223.79
	TOTAL COST		\$ 206,135.59
	+ Overhead	15%	\$ 19,539.99
	+ Subcontracts Overhead/Fee	10%	\$ 7,586.90
Smith MEP is:	Total Extra Work Proposal Price		\$ 233,262.48
Proceeding with this work:	Waiting for authorization: _	Х	

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:

ed by: Ted O'Brien

Project Manager

Date:

11/15/2024

Approved by:

Signature

Extra Work Proposal Breakdown

Job Name: ROSE AVENUE



						-			
SHEET METAL - FIELD INSTALL	UNITS	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Trane Warranty 2023-2024 - 1 Year						\$-	\$	\$ 22,883.00	\$ 22,883.00
Trane Warranty 2024-2025 - 1 Year		0.0				\$-	\$	\$ 24,027.00	\$ 24,027.00
Fan coils ducted VRF- I Year	29.0	0.0	0.0	0.0	0.0	\$-	\$-		
Fan coils ductless -1 Year	4.0	0.0	0.0	0.0	0.0	\$ -	\$-	\$ 2,200.00	\$ 2,200.00
Condensing unit coils - 1Year	12.0	0.0				\$ -	\$-	\$ 6,600.00	\$ 6,600.00
Packaged Units -Filters, belts, contactors -1 Year								\$ 1,650.00	\$ 1,650.00
Sheet Metal - Tickets		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
SM Field Composite CrewLabor		180.0				\$ 121.91	\$ 21,943.80	\$-	\$ 21,943.80
SM General Superintendent		180.0				\$ 127.80	\$ 23,004.00	\$-	\$ 23,004.00
Sheet Metal Field Totals:		364.0	0.0	0.0	0.0		\$ 44,947.80	\$ 73,310.00	\$ 118,257.80
SYSTEMS OPERATIONS		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Owner -Re-Training & Startup Recertification of equipment		40.0				\$ 119.63	\$	\$ 4,785.00	\$ 4,785.00
Systems Operation Total:		40.0	0.0	\$         \$         \$         \$         22,883.00         \$         22,883.00           \$         \$         \$         \$         \$         24,027.00         \$         24,007.00         \$         24,007.00         \$         2,020.00         \$         2,200.00         \$         5         2,200.00         \$         2,200.00         \$         2,200.00         \$         2,200.00         \$         2,200.00         \$         2,200.00         \$         2,200.00         \$         2,200.00         \$         2,200.00         \$         2,000.00         \$         1,650					
SUBCONTRACTS									TOTAL \$
DDC Controls									\$ 60,306.00
Air/Water Balance : Certified Air Balance									\$ 15,563.00
Subcontract Total:									\$ 75,869.00

ity ID	Activity Name	Cal	Orig	Rem	Start	Finish	Finet										2025						_		2026	
							1.1.444	Dot 1	Nov	Dec	Jan	Feb	Mar	Apr	May	Ju		-	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Т
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Commissionin										ļ	L				ļ						Ļ	ļ	<u> </u>	Ļ	ļ	
CN-70100	Bidg C - North - In-Service Training	5P	8	3	22-Feb-24 A	25-Feb-25	-439	1						- North					. 1				í			
CN-60230	Bldg C - North - Flush & Chlorinate Water System	5P	3	3	20-Feb-25	24-Feb-25	-468					•	Bldg C	- North							8		i			ŝ
CN-70050	Bidg C - North - Final Commissioning & Inspections (Including Final Air Balance with Network	5P	10	10	05-May-25	16-May-25	-507								•	Biplid C	- North	I - Fini	al Cort	mission	ping & Ir	spectio	ns (Indu	ding Fi	gal Air	B
Punchlist										L									- 1				í			1
CN-70120	Bidg C - North - Install OFCI TV's	5P	3	3	22-Nov-24	26-Nov-24	-404			Bldg C	- North	Install		G - No	į						į	Į	<u></u>	į		J,
CN-70090	Bidg C - North - Architect Punchlist	5P	10	10	25-Feb-25	10-Mar-25	-468					i 🖵											6			1
CN-70130	Bidg C - North - District Deliver and Install FFE	5P	5	5	11-Mar-25	17-Mar-25	-453		1				D B	dg C - I									6			1
CN-70030	Bidg C - North - Final Clean	5P	10	10	19-May-25	02-Jun-25	-507									Bic	1g 🕻 - M	lorth -	Final	Clean			í .			1
Building C - So																							É			
Commissionin									J	<b>.</b>	L				l						÷	Į	<i></i>	<b>.</b>	Ļ	
CS-70150	Bidg C - South - In-Service Training	5P	8	6	22-Feb-24 A	25-Feb-25	-439							- South					. 1			1 1	í			
CS-70160	Bidg C - South - Flush & Chlorinate Water System	5P	3	3	20-Feb-25	24-Feb-25	-458					•	Bldg C	- South							8		i			ŝ
CS-70090	Bidg C - South - Final Commissioning & Inspections (Including Final Air Balance with Network	5P	10	10	05-May-25	16-May-25	-507								E 1	Biplig C	- Sout	1 - Fin	al Con	nmissio	ping & I	espectio	ins (Incli	ộding Fi	ipal Air	ę
Punchlist							-		1											2 1	1		é			1
CS-70140	Bidg C - South - Install OFCI TV's	5P	3	3	27-Nov-24	03-Dec-24	-404			Bidg	C - Sout	h - Instal			i						i		í	1	i	3
CS-70120	Bidg C - South - Architect Punchilist	5P	10	10	25-Feb-25	10-Mar-25	-453		1	1		Ļ		C - Sc					1			1	1	1		1
CS-70190	Bidg C - South - District Deliver and Install FFE	5P	5	5	11-Mar-25	17-Mar-25	-453		1				🖬 B	dg C - i							1		6		1	1
CS-70070	Bldg C - South - Final Clean	5P	10	10	19-May-25	02-Jun-25	-507		1	1		: 1			: =	📫 Bic	ig¢-s	iouth -	- Final	Clean		: 1	£	÷	:	
Building B (MP)	R/Kitchen)																				1		i i			
Commissioning									L												l		í	L		
B-6040	Bidg B - In-Service Training	5P	5	4	22-Feb-24 A	25-Feb-25	-439							- In-Sei		aming										
B1670	Bidg B - Network Equipment Installation (OFOI)	5P	10	10	01-Nov-24	14-Nov-24	-392		р в	idg B - N	etwork E	quipme				1	1			2		1 1	é		1	
B-6050	Bldg B - Flush & Chlorinate Water System	5P	3	3	20-Feb-25	24-Feb-25	-458						Bidg B	Flush	& Chio	rinate	Water:	Syster	n				É .			1
B1560	Bidg B - Health Department Inspection	5P	2	2	11-Mar-25	12-Mar-25	-450						Bid	g B - H	alth D	ebartr	nerit Ins	pedic	an			1	6			
B1680	Bldg B - Final Commissioning & Inspections (Including Final Air Balance with Network, Post C	5P	10	10	05-May-25	16-May-25	-507	1							i 🗖 🛛	Biblg B	- Final	Com	nissio	aing & P	aspectic	ins (Incl	åding Fi	hal Air F	Salance	c
PunchEst			1						1	1	†	••••••			·	÷				·····	r		· · · · ·	÷	†	•
B-7050	Bidg B - Install OFCI TV's	5P	3	3	09-Dec-24	11-Dec-24	-404			BId	g B - Ins	all OFC	I TV's								1		É .			ł
B-7020	Bidg B - Architect Punch List	5P	10	10	25-Feb-25	10-Mar-25	-453					i 📥	Bid	B - An	anite ct F	Planch	List						í			1
B-7030	Bido B - District Deliver and Install FFE	5P	5	5	11-Mar-25	17-Mar-25	-453		1					da B - I				istali F	FE	2 1		1 1	6		1	1
B-7010	Bidg B - Final Clean	5P	10	10	19-May-25	02-Jun-25	-507							Č.		📩 вк	10 B - F	inatC	lean i				É .			1
Building A (Adn									1	1	·					÷	· + · · ·				·····		·	÷	÷	1
Commissioning	,,,	_	_	_																2	1		i i			1
A-7260	Bidg A - In-Service Training	5P	5	4	22-Feb-24 A	25-Feb-25	-439	-					BidgA	In-Ser	vice Tra	ahing				. 1		1 1	6			1
A-7230	All Bidgs - Test & Configure AV Equipment	5P	15	15	12-Dec-24	06-Jan-25	-404				AII B	dgs - Te	# & Co	ntgure	AV Equ	ubmer			- 1				í .			1
A-6050	Bldg A - Flush & Chlorinate Water System	5P	3	3	20-Feb-25	24-Feb-25	-458					0	Bida A	Flush	Chior	ribate 1	Water 8	System					i i			1
A-7080	Bido A - Final Commissioning & Inspections (Including Final Air Balance with Network, Post C	5P	10	10	05-May-25	16-May-25	-507		+	1	•		····		<b>m</b>	Rido A	- Final	Com	nissio	Nog & k	spectic	es (inclu	ding Fi	nal Air F	alance	÷1
Punchlist															_	Ľ.										1
A-7250	Bido A - Install OFCI TV's	5P	3	3	04-Dec-24	05-Dec-24	.404			Bido	A - Insta	III OFCI	IV s				1		- 1				÷			1
A-7220	Bido A - Architect Punch List	5P	10	10	25-Feb-25	10-Mar-25	-453					i 📩	Bid	A - Art	hitect F	Pench	List						í.			
A-7270	Bido A - District Deliver and Install FFE	5P	5	5	11-Mar-25	17-Mar-25	-453		1			I T		do A - E				stal F	FE I	1	1		é			1
A-7050	Bido A - Final Clean	5P	10	10	19-May-25	02-Jun-25	-507	· · · · · · · · · · · · · · · · · · ·	+	÷	÷	++		· · · · · · · · · · · · · · · · · · ·	·	BI	10 A - F	nakC	le an	,	·	÷4	÷	÷	÷	4
Landscape			10	10		52 301-23	301		1							1	*f ``	T				1	í		1	
Bidg C North La					_	_		11	1			1				1				1			i		1	
LA1110	Bidg C North - Soil Amendments	5P	2	2	22-Apr-25	23-Apr-25	-515		1						Bidg C	hort	der.		dmar	1		1	6	÷	1	
LA1120	Bidg C North - Planting	5P	8	8	22-Apr-25	25-Apr-25 05-May-25	-498		1						Bidg C					1		1	1			
Bldg B Landsca		٥P	8	8	24-Apr-25	up-May-25	-498	<b> </b>	<b>.</b>	ļ	Ļ	ŀ			BIO	H- NO	eus - P1	anang	·	<i>ن</i>		ļ	į	<b></b>	<b>.</b>	
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LA1070 LA1080	Bidg B - Soil Amendments	5P 5P	2	2	24-Apr-25 28-Apr-25	25-Apr-25 05-May-25	-515		1						Bidg B				. 1			1 1	1		1	
	Bidg B - Planting	ьP	6	6	28-Apr-25	05-May-25	-498		1						- BIO	ye-P	uniting			1		1	6		1	
_Bidg A Landsca					-				1						J	1		. 1	. 1			1 1	£			
LA1030	Bidg A - Soil Amendments	5P	3	3	28-Apr-25	30-Apr-25	-515	ļ	<b>.</b>	ļ	į				Bidg	4-30	Amer	umen			į	į	į	į		
LA1040	Bidg A - Planting	5P	8	8	01-May-25	12-May-25	-503		1						Р В	ing A -	Plantin	9		1		1	6		1	
Bldg C South L	andscaping								1							1		_			<u> </u>		<u> </u>			
			_	_			_									_		-		_						-
ject ID: RoseK5-2			R	Rose /	Ave ES Recor	nstruction -	Octol	ber 202	4 Upc	ate																
rt Date: 02-Feb-21 ish Date: 26-Jan-2					I	Remaining V	Vork										D.	-16	in.	-	De	in th				
ta Date: 26-Jan-2 ta Date: 01-Nov-2	Actual Work				-	Page: 3 of 5											11					at	IV-			
																	_				-		- 1			
nt Date: 04-Nov-24																										

# LT-01 Remaining Work

śvity ID	Activity Name		Orig				Float				_					2	125							202	8
								Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		Jul	Aug	Sep	bO	Nov	Dec	Jan	Feb	Mar
Rose Ave ES	Reconstruction - October 2024 Update							1		1	1	1		1				1	1		1	1		1 1	
CONSTRUCT	ION									1															
Construction M	lilestones							1		1	1	1		1					1		1	1			
CM1010	Start Life Safety Testing - All Buildings	5P	0	0	13-May-25		-493	1		1		1			St	rt Life :	Safety	resting -	All Buil	dings	1	1			
CM1120	Phase 1 Closeout Documents	5P	20	20	16-May-25	13-Jun-25	-516	1		1		1					ase 1	dioseou	Docu	pents		1			
CM1110	Adverse Weather Allowance - Phase 1	5P	8	0	26-Jun-25	26-Jun-25	-524				· † · · · · ·	÷	·!·····	· † · · · · · ·			Adver	se Wea	ther Alk	wance	Phase	e1		·	÷
CM1150	Adverse Weather Allowance - Offsite	5P	10	10	26-Jun-25	10-Jul-25	-534	1		1		1					A	erse W	leather	Allowa	nke - Of	fsite			
CM1000	Phase 1 Construction Complete - [FM] (05-31-2023 per CO #2)	7P	0	0		10-Jul-25*	-773	1		1	1	1											05-31-20	23 per	CO #2
CM1030	District Move-In	5P	13	13	11-Jul-25	29-Jul-25	-534	1		1	1	1	1	1				Distric			1	1.11	1		£
CM1100	Phase 2 Closeout Documents	5P	10	10	28-Oct-25	10-Nov-25	-528	1		1		1					_		1		Ь	hase 20	Closeout	Docur	ents
H1810	Phase 2 Substantial Completion (10-05-2023 per CO#2)	7P	0	0	20-00720	19-Nov-25*	.775				· † · · · · ·	÷	· [·····	·+			·	· · · · · · · ·	·	·			2 Substa		
CM1040	Phase 2 Final Completion - [FM] (01-10-2024 per CO #2)	7P	0	0		19-Feb-26*	-772	1		1	1	1	1	1				1	1		1.1	1	1		Phase
Bidg C North -						194 69-20		1		1		1			1 1				1		1			1 1	
CN-10050	Bidg C - North - Building Complete - [FM]	5P	0	0		13-Jun-25	-516	1		1	1	1				•		North - E			1	1	1		
		DP	0	0		13-3011-25	-916	1		1		1		1		• •	by C - I	NOTET - E	sunang	Compe	dan - fui	7			
Bidg C South							_			4		4		4			L	Sputh - I	J	L	Ļ	Į			Ļ
CS-1050	Bidg C - South - Building Complete - [FM]	5P	0	0		13-Jun-25	-516	1		1	1	1				• H	ag C - :	sputn - i	Huilding	Comp	1000 - [H	14)			
Bldg B - Miles							_	1		1	1	1	1						1			1			
B-1050	Bldg B - Building Complete - [FM]	5P	0	0		13-Jun-25	-516	1		1		1		1	1 1	• BI	dg B - E	Building	Comple	ste - (F)	vę –	1		: :	:
Bldg A - Miles								1		1		1							1			1			
A1380	Bldg A - Building Complete - [FM]	5P	0	0		13-Jun-25	-516	1		1	1	1	1			BI	dg A - E	Beilding	Comple	ale - (FN	4	1			
Construction S	ummary									1	1	1		T					1		1	1	1		
CM1090	Phase 1 Period of Performance [LOE]	7P	480	252	01-Nov-21A	10-Jul-25	-773		-	÷—	-	+	+			_		ase 1 P				[LOE]			
CM1060	Building C - Classrooms - [LOE]	7P	392	225	07-Feb-22 A	13-Jun-25	-749	-	-	+	-	-	-	-	-	в В	liding	c - Clas	arooms	LOE		1			
CM1050	Building B - MPR/Kitchen - [LOE]	7P	351	225	14-Mar-22 A	13-Jun-25	-749	-	-	-	-	-	-	-		в	ilding	e - MPR	Kitchei	- [LOE	1	1			
CM1070	Building A - Admin - [LOE]	7P	357	225	01-Apr-22 A	13-Jun-25	-749	-	-	-	-	-	-	-	-	в В	ilding.	- Admi	i - [LOE	÷		1			
CM1130	Phase 2 Period of Performance [LOE]	7P	225	224	11-Jul-25	19-Feb-26	-772			1	· • · · · · ·	÷	·!·····	÷						4	******				Phase
Schedule Impa	cts / Delays							1		1		1		1					1	1	1	1			1
	e Owner Furnished Items (OFOI and OFCI)						_	1		1		1	1						1		1	1			
OF-1070 1	District Deliver Owner Furnished AV Equipment for Install	5P	34	20	14-Sep-23A	02-Dec-24	-415		-	Diet	R Dall	4.00	nor Eur	ished A	Equip	nent fo	Iostall		1	1	1	1			
OF-1070.5	District Mackup of AV Equipment	5P	23	15	20-Mar-24 A	21-Nov-24	-410			District					Eduib	num no									
CD334-120	CE #334 - Remove Cellings for AV Install	5P	4	0	14-Oct-24 A	14-Oct-24 A	-410		· # 22	Remo								·			÷	÷		ļ	÷
OF-1070.4	Install OFCIAV Equipment	5P	15	12		18-Dec-24	-415	1.1	1				Equipn						1		1	1			
OF-1070.4			40	12	29-Oct-24 A	18-Dec-24 02-Jan-25	-415							ner Furr				1							
	District Deliver Owner Furnished Exterior WAPs for Install	5P			01-Nov-24					1 -				Ancho							1	1			
OF-1070.6	Install Seismic Ceiling Anchors for OFCI AV Equipment / Inspections	5P	3	3	19-Dec-24	23-Dec-24	-415	1						genono tall Ceili				ent/insi	pections	1	1	1		1 1	1
CD334-130	CE #334 - Re-Install Cellings after AV Install	5P	8	8	26-Dec-24	07-Jan-25	-415			4	CE	#334	Re-Ins	Exteri	igs after	AV Ins	tall		l	l					1
OF-1070.3	Install & Test OFCI Exterior WAPs	5P	6	6	03-Jan-25	10-Jan-25	-428	1		1	10 la	stall & 1	Red OFC	Exteri	WAPs				1		1	1	1		
CCD 026 - Pha							_	1		1	1	1	1	1				1	1		1	1		1 1	1
CCD26-150	CCD 26 - Pricing After DSA Approval	5P	15	15	02-Jan-25	23-Jan-25	-436	1		1				sing Afte				1	1		1	1			
CCD26-160	CCD 26 - District Review and Approve Pricing / Board Approval	7P	45	45	24-Jan-25	09-Mar-25	-634	1		1			📫 co	20 26 - I	Nistrict F	eview	and Ap	prove Pi	ricing / I	oard A	oprova	4			
Phase 1 - New	Construction							1		1	1	1	1						1	1	1	1			
Offsite Work										1	1	1	1	1			1	1	1	1	1	1			
OS-1000	Offsite Improvement Submittal to City of Oxnard (est. completion)	5P	120	19	15-Jul-21 A	27-Nov-24	-694			Offsite	e Impro	vement	t \$ubmit	tal to Cit	of Oxn	ard (es	comp	letion)	1		1	1			
CW1080	Review Offsite Changes and Prepare Cost Estimate based on Approved Offsite Drawings	5P	15	10	10-Jun-24 A	13-Dec-24	-694	-		<b>н</b> в	dview (	disite C	ange:	and Pr	pare C	st Esti	nate b	sed on	Approv	d Offs	ite Drav	ungs -			
CW1090	District Review Offsite Pricing / Board Approval to Proceed with Offsite Improvements	5P	10	10	16-Dec-24	31-Dec-24	-694	1			Dist	idt Rev	iew Offs	ite Prici	g / Boai	d Appr	eval to	Froceed	t with O	tsite In	ргочеп	rents			
Onsite Utilities										1									1		1	1			
A1890	Mobilization	5P	4	4	02-Jan-25	07-Jan-25	-694			1	Mc Mc	cilizati	oh	+			†	1	1	1	+	+			·
OW1040	Pull Traffic Control Permit	5P	4	4	02-Jan-25	07-Jan-25	-694			1	Pu	ITraffic	Contro	Permit					1			1			
A1900	Pothole Fire Line Crossing to Confirm Elevations	5P	1	1	08-Jan-25	08-Jan-25	.694			1	I Po	dole F	ide Line	crossin	a to Cor	firm E)	evation		1		1	1			
OW1110	Public Works Precon	5P	1	1	08-Jan-25	08-Jan-25	.694	1		1	I Pu	dic Wr	ooks Pre	dan	l 1				1		1	1			1
A1910	Survey Onsite Elevations	5P	4	1	09-Jan-25	09-Jan-25	-694			1				evations					1	1	1	1			
A1930	Remove Installed Water Line and SD as Required	5P	2	2	10-Jan-25	13-Jan-25	-694			+		emove	Installe	d Water	line an	I SD a	Requ	ided .	·	·	+	+		·	÷
ATUDO	Remove maaned water cine and do as required	51	-	-	10-3811-2.3	10-0811-2.0	-004		-	-		1	1	3				300	-			-	-i		
and ID: Description	2410R Remaining Level of Effort  Milestone		-											1		-									
roject ID: RoseK5-3 tart Date: 02-Feb-2			R	lose A	ve ES Reco			oer 202	24 Up	date							1000	100							
inish Date: 19-Feb-					I	Remaining V											D	alf		n I	20	14	100		
ata Date: 01-Nov-2	Actual Work					Page: 1 of 5								1			D			r 1	DIG		V		
rint Date: 08-Nov-2														1					-						
	Critical Remaining Work																								

# City Approved Nov Schedule

# SUMMER CONSTRUCTION, INC. GENERAL ENGINEERING CONTRACTORS

**Balfour Beatty Construction, LLC** 330 E. Esplanade Drive, #1120 Oxnard, CA. 93036

November 14, 2024

ATTN: Rafael Alamillo- Project Manager

RE: Rose Ave. Elementary School May 2024 Updated Delayed Project Schedule Cost Increase Phase 2

#### CHANGE ORDER REQUEST

Summer Construction, Inc. hereby submits a COR for cost increases for labor, equipment, and material.

This COR is a reflection of ongoing project delays pushing schedules beyond original contract duration

Current Contract Balance: \$ 191,865.72

November 2024 Cost Increase COR: \$26,742.81 COR

Total Adjusted Contract Work remaining (excluding credit): \$ 218,608.53

Sincerely, 14 Sam Bennett

President

# SUMMER CONSTRUCTION, INC.

GENERAL ENGINEERING CONTRACTORS

November 14, 2024

Balfour Beatty Construction, LLC 330 E. Esplanade Drive, #1120 Oxnard, CA. 93036

ATTN: Rafael Alamillo- Project Manager

RE: Rose Ave. Elementary School – COR Offsite Fireline Cleanup Work and Re-grading

#### **CHANGE ORDER REQUEST**

Summer Construction, Inc. hereby submits a COR for the Re-grading of the Firelane and Parking Lot Drives and Site cleanup caused by delays due to Fireline Reconstruction and Reinstallation.

Summer Construction, Inc anticipates this work to take approximately 3 working days to complete once the fireline and storm drain adjustments are made.

We estimate the cost of this COR work to be: \$ 43,023.24

Sincerely,

Sam Bennett President

# TAFT ELECTRIC COMPANY

ELECTRICAL CONTRACTORS STATE LICENSE NO. 772245, DIR# 1000000149 1694 EASTMAN AVENUE - VENTURA, CALIFORNIA 93003 - (805) 642-0121 - FAX (805) 650-9015

December 16, 2024

Mr. Rafael Alamillo Project Manager Balfour Beatty Construction 300 E. Esplanade Drive Suite 1120 Oxnard, CA 93036

# Subject: Rose Avenue Elementary School, Additional scheduled workdays October 2024 schedule update.

Dear Rafael,

The following constitutes Taft Electric Company's request for a change order due to the gross 550 workday schedule extension. The NTP November 2021 schedule has the Phase 1 construction completion date as February 23, 2023. The latest schedule October 2024 CPM schedule has pushed out the completion date to May 13, 2025, additional 550 working days. Below is a breakdown of the additional costs.

In addition to the additional scheduled workdays, we want to point out a few items on the May 2024 schedule that conflict with the original Bid CPM schedule.

- OF-1070.2 Owner to deliver exterior WAPs on 6/17/24 these devices still have not been delivered.
- OF-1070.4 OFCI/AV. Taft along with Pacificom are not complete with this scope of work as of today due to the district still has their own work to complete that is delaying the completion of this system
- A2300 & A2310 Do not provide enough days for landscaping pipes, wire and fixture installation. The BID CPM schedule had 12 days total. We will need an additional 9 days for the installation. In addition, we are concerned about damage to new conduits and wires that were previously installed due to other trades working around our conduits. This rework will be tracked as additional costs and will cut into our installation time.
- PDO-1070 Set light pole fixtures. There is no line item for the 4) light pole bases that need to be installed. We still have 7) light poles to install. This will be very close for the two days that are allocated. We would request another two days for a total of 4) four days.

• PDO-1130 Per the BID CPM schedule all light pole bases were to be installed in Phase I.

## **Extended Duration Costs -**

#### **Basis of Computation**

Original Contract Duration	11/1/21	to 2/23/23	323 Working Days
Period of compensational delay	2/24/23	to 5/13/25	550 Working Days

# Extended Daily Job Costs

These expenses are for site facilities, tools, equipment rentals, expenses for trucks, office equipment and warehouse/deliveries. These are re-occurring costs that Taft Electric has and will incur due to the project extension. Taft has determined these costs based on its business cost accounting records. Taft has determined that its average extended job overhead costs are \$295 per working day.

The following is the basis of determination for the per diem amount:

Item Description	Month	ly cost	w w	eekly Cost
Rented Equipment	\$	1,679	\$	420
Small Tools/ Consumables	\$	2,743	\$	685
Warehouse/ Deliveries	\$	518	\$	129
Knack Data Vault	\$	314	\$	79
Smart Phone w/Data Plan	\$	182	\$	46
17" Monitor	\$	10	\$	3
Laptop w/Data plan	\$	93	\$ 6	23
IPAD	\$	104	\$	26
Job Office	<u>\$</u>	250	\$	63
	\$	5,893	\$	1,474

Taft has determined that its extended daily job costs are \$295 per day. Based on extended workdays schedule, 550 days of extension cost is \$162,250. Therefore, together with a markup of 15%, the amount requested is \$186,587.00

#### For settlement purposes only

Extended Foreman, Supervision/managerial costs

Due to project delays additional Foreman time was required to supervise and manage the project. We have extracted additional hours beyond the bid schedule completion date of 2/23/23. We have also added the Project Manager, Superintendent and District Manager time, beyond the original completion date.

Costs 2/24/23 to date
\$132,571
\$ 10,131
\$ 19,306
\$ 62,778
\$ 9,320
21Months <u>\$ 44,100</u>
\$278,206

Taft has determined that our extended Foreman, project engineer, superintendent, project manager, warehouse support and district manager costs from 2/24/23 to date are \$278,206. Together with a markup of 15%, the amount requested is \$319,936.00

# Labor escalation Costs

Since the latest schedule has pushed the electrical tasks into new labor increase periods, we have calculated the additional labor costs based on the increases. The 952 labor union labor increases were \$3.1/hr on average for the (4) 6-month periods of labor increases. If a task per the new schedule was pushed into one of the new periods, we have increased labor based on the hours for the task to be performed. Please see the NECA IBEW Local 952 inside wireman's agreement and the highlighted section showing future increases. Based on the 11,926 hours over the initial contract completion date these additional costs equal \$36,970 with a 15% mark up the amount requested is **\$42,516.00** 

# Extended Home Office Overhead -

For the same reasons Taft is entitled to recover its extended job overhead costs, it is also entitled to recover unabsorbed home office (corporate) overhead. Home office overhead

expenses (general and administrative costs) ordinarily are not charged to a particular contract. Such costs are for general facilities and company administration that are necessary to the performance of all of Taft's contracts. It is therefore appropriate to allocate home office costs to a specific contract on a prorated basis.

Taft computed its home office expense based on the use of the cost input method. This method of allocation prorates Taft's home office overhead expenses to this project.

Accordingly, the daily home office overhead expense that is allocable to this project had been used to determine the total unallocated corporate expenses that Taft incurred because of the extended project duration.

The calculation of Taft's percentage of overhead to revenue and determination of a per diem cost follows:

Average overhead rate	11.0%
Original contract amount	<mark>\$3,588,900</mark>
Allocable overhead to the project	\$3,588,900 x 11% = \$394,779
Allocable overhead daily rate	<u>\$394,779</u> = \$1,222day
Original contract days	323 days

Taft has determined that its average daily home office overhead cost is \$1,222 per day. Based on 550 days of delay, the extension is \$672,100 Therefore, together with a markup of 5% (profit only), the amount requested is **\$705,705.00** 

Field production labor inefficiency costs

The discussion herein above on the problems faced by Taft as a result of BBC's delays and impact to Taft's performance prove this out. In consequence, Taft incurred labor inefficiency during the course of its work due to BBC's resequencing of the project schedule and delay in the schedule. The production hours below are calculated up to 12/10/24

Total production hours	21,716
Estimated Production Hours	-12,4 <mark>3</mark> 2
Approved Change order hours	-1,420
Foreman hours	-1,876
Uncompensated production hours	5,901
Hours not seeking 5%	-483
Total Uncompensated production hours	5,418
Production Rate	\$74.14
Uncompensated Production Cost	\$401,690
15% Overhead	\$ 60,253
Inefficient Field Production cost due Taft	\$461,943

Extended Daily Job Cost	\$ 186,587
Extended Foreman/Managerial	\$ 319,936
Labor Escalation Costs	\$ 42,516
Extended Home Office Overhead	\$ 705,705
Field production labor inefficiency	\$ 461,943
Extended Home Office Overhead	\$ 705,705

# Total \$1,716,687.00

The schedule has been extended from the original bid schedule to the latest CPM May 2024 schedule by 550 working days. Due to this extension, we have calculated the additional costs in this COR breakdown. The total amount of \$1,716,687.00 constitutes the additional extended job overhead, extended home office overhead, extended Foreman supervision and labor escalation costs. These are legitimate costs overruns, and we expect to be compensated for these additional costs. We reserve the right to further compensation due to further Foreman supervision and managerial costs. Plus, schedule extension, compression, trade stacking, labor, material escalation

Sincerely

**Tim Harris** Tim Harris

Taft Electric Company Project Manger



# **Oxnard School District**

PURCHASE ORDER NO: P18-02547 DATE 11/07/2017

Phone: (805) 385-1501 x2412 or 2413

Fax: (805) 240-7582

SHIP TO: Facilities 1055 S C STREET OXNARD, CA 93030-7442

Vendor Phone: FAX:

BALFOUR BEATTY CONST. LLC 10620 TREENA STREET, #300 SAN DIEGO, CA 92131

BILL TO:

Accounts Payable 1051 South A Street Oxnard, CA 93030-7442

Customer Acct #:

ORDER LOCATION Emailed Faxed Mailed 630 - Facilities	VENDOR # 006237/1	REQUISITIONER Lisa Franz	REQUISITION # R18-02721
DATE REQUIRED F.O.B. TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
ITEM QTY UNIT DESCRIPTIO	ON	UNIT COST	EXTENSION
1     1     EACH     PROVIDE LEASE-LEASEBACK PRE-CON SERVICES AT ROSE AVENUE SCHOOL #17-158		219,000.00	\$219,000.00
*APPROVED BY THE BOARD OF TRUST	FEES ON 9/20/17		
ACCOUNT DISTRI	BUTION	AMOUNT	
(050184) 214-6270-9010-0-0000	- 8500- 058- 600- 0058-	0 \$219,000.00	
IMPORTANT INSTRUCTIONS TO VENDOR 1. Itemized INVOICES in Duplicate.		and the second	
2. Enclose PACKING LIST with ALL shipments,			
<ol> <li>No deviation in PRICE or SUBSTITUTION in kind permitted.</li> <li>All deliveries F.O.B. Destination unless otherwise specified. If freight</li> </ol>			
is to be charged, prepay, and add to invoice.	Order Sub-Tot Sales Tax	al	\$219,000.00 .00
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR	Shipping	and the second second	.00
PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE. . Purchase order number must appear on packing slip.	Adjustment		.00
<ol> <li>Charges for the purchase in excess of 10% must be verified before delivery.</li> </ol>	Order Total		\$219,000.00
**** End of Order ****			
		AUTHORIZED BY:	
		Lin (	?. Franz
nge 1 of 1 FILE		•	

#### **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

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CONSTRUCTION SERVICES AGREEMENT

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

# SECTION 1. DEFINITIONS

- A. <u>Construction</u>. The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **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. <u>Construction Documents.</u> 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. <u>Contract Documents.</u> The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the 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. <u>Guaranteed Maximum Price</u>. 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

CONSTRUCTION SERVICES AGREEMENT

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. <u>Project</u>. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. <u>Project Manual</u>. 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. <u>Site</u>. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in Exhibit A to the Site Lease.
- I. <u>Site Lease</u>. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- J. <u>Specifications</u>. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. <u>Subcontractor</u>. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

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- L. <u>Sublease</u>. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. <u>Sublease Payments.</u> The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. <u>Tenant Improvement Payments.</u> The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

# SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

# SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services 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,

OXNARD SCHOOL DISTRICT

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CONSTRUCTION SERVICES AGREEMENT

Rose Avenue Elementary School Reconstruction

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 <u>Two Hundred Nineteen Thousand Dollars and No</u> <u>Cents (\$219,000.00)</u>. The GMP consists of (1) a Preconstruction Fee only in the amount of <u>Two</u> <u>Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00)</u>, (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

OXNARD SCHOOL DISTRICT

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CONSTRUCTION SERVICES AGREEMENT

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

OXNARD SCHOOL DISTRICT

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.
- 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 but are in a location. 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 dispute 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

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materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

# SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

# SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

#### SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

#### SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

#### SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

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

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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. <u>Definition</u>: 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. <u>Deliverable</u>: 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. <u>Definition</u>: 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. <u>Deliverable</u>: 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. <u>Definition</u>: 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. <u>Deliverable</u>: A completed 3-D BIM Model in electronic format acceptable to the District.

#### 5. Construction Scheduling Services

A. <u>Definition</u>: 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. <u>Deliverable</u>: 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.

Rose Avenue Elementary School Reconstruction

- 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

Bv:

Balfour Beatty Construction, LLC 10620 Treena St., Suite 300 San Diego, CA 92131

Brian Cahill Name/Title: President, California Division

Date: October 11th, 2017

THE DISTRICT

Oxnard School District, a California school district 1051 South A Street Oxnard, CA 93030

Bv:

Name/Title: Lisa A. Franz, Director, Purchasing

Date: 11-7-17

# #17-158

# SITE LEASE

#### **AGREEMENT #17-159**

This Site Lease (hereinafter referred to as the "Site Lease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended 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") as lessor, and 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") as lessee.

# RECITALS

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") situated at Rose Avenue Elementary School, 220 South Driskill Street, Oxnard, CA 93030, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

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

#### SECTION 1. Site Lease

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

#### SECTION 2. Term

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease.

# SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

#### SITE LEASE

#### **AGREEMENT #17-159**

This Site Lease (hereinafter referred to as the "Site Lease") will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended 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") as lessor, and 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") as lessee.

#### RECITALS

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") situated at Rose Avenue Elementary School, 220 South Driskill Street, Oxnard, CA 93030, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it will provide the best value to the District and it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

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

#### SECTION 1. Site Lease

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

#### SECTION 2. Term

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease.

#### SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

OXNARD SCHOOL DISTRICT Rose Avenue Elementary School Reconstruction

(a) The District has good title to the Site.

(b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, and other rights, reservations, covenants, conditions, or restrictions the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).

(c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.

(d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.

(e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.

(f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

To the best of the District's knowledge, upon reasonable investigation and (g) in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used

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as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

# SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

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(e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

#### SECTION 5. Rental

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar (\$1.00) for the duration of the rental, this payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

#### SECTION 6. Purpose

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

#### SECTION 7. Termination

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

#### SECTION 8. Quiet Enjoyment

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

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#### SECTION 9. No Liens

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

#### SECTION 10. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

#### SECTION 11. Assignment and Subleasing

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

#### SECTION 12. No Waste

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

#### SECTION 13. Default

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

#### SECTION 14. Eminent Domain

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

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#### SECTION 15. Taxes

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

#### SECTION 16. Severability

If any one or more of the terms, covenants or conditions of this Site Lease 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 this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

#### SECTION 17. Notices

Any notices or filings required to be given or made under this Site Lease 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 Victoria Avenue Suite #106 Oxnard, CA 93035

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Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### SECTION 18. Construction Services Agreement and Sublease

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

#### SECTION 19. Binding Effect

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

#### SECTION 20. Entire Agreement

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

#### SECTION 21. Execution in Counterparts

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

#### SECTION 22. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

#### SECTION 23. Applicable Law

This Site Lease 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 24. Headings

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

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#### SECTION 25. Time

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

#### CONTRACTOR

Balfour Beatty Construction 10620 Treena St., Suite 300 San Diego, CA 92131

By:

Brian Cahill Name/Title: President, California Division

Date: October 11th, 2017

THE DISTRICT

Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

By:

Name/Title: Lisa A. Franz, Director, Purchasing

Date: 11-7-17

OXNARD SCHOOL DISTRICT Rose Avenue Elementary School Reconstruction

Site Lease September 20th, 2017

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SITE LEASE AGREEMENT #17-159

## EXHIBIT A

Legal Description of Site

# Will be Supplied and this Exhibit amended upon the Approval by the Division of State Architect of the State of California of the final Plans and Specifications

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#### SUBLEASE

## **AGREEMENT #17-160**

This Sublease (hereinafter referred to as the "Sublease) will be entered into on the day of GMP Approval by the Board of Trustees of Oxnard School District, this site lease will then be amended 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") as sub-lessee, 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") as sub-lessor.

#### RECITALS

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated the date hereof (the "Project") situated at Rose Avenue Elementary School, 220 South Driskill Street, Oxnard, CA 93030 within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

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

#### SECTION 1. Sublease

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Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

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## SECTION 2. Term

(a) The term of the Sublease (the 'Term") shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:

(1) The date the District takes beneficial occupancy of the final phase of the Project; or

(2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.

(b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

(1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or

(2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or

(3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

#### SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

(a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.

(b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.

(c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.

(d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

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## SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.

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

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.

(f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.

(g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

## SECTION 5. Construction/Acquisition

(a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District

determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

## SECTION 6. Payments

(a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.

(c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

## SECTION 7. Fair Rental Value

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.

## **SECTION 8.** Sublease Abatement

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the

OXNARD SCHOOL DISTRICT Rose Avenue Elementary School Reconstruction

Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

#### SECTION 9. Use of Site and Project

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

#### SECTION 10. Contractor's Inspection/Access to Site

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

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## SECTION 11. Project Acceptance

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

#### SECTION 12. Alterations and Attachments

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

#### SECTION 13. Physical Damage; Public Liability Insurance

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement

#### SECTION 14. Taxes

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

#### SECTION 15. Events of Default

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or

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liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

#### SECTION 16. <u>Remedies on Default</u>

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

#### SECTION 17. Non-Waiver

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

## SECTION 18. Assignment

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq*. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

## SECTION 19. Ownership

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

OXNARD SCHOOL DISTRICT Rose Avenue Elementary School Reconstruction

#### SECTION 20. Sublease Prepayments/Purchase Option

(a) Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor; (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.

(1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:

(A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.

(B) Contractor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's

OXNARD SCHOOL DISTRICT Rose Avenue Elementary School Reconstruction SUBLEASE September 20<sup>th</sup>, 2017

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Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.

(b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor's interest in the Project. Following the closing of the District's purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

#### SECTION 21. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

#### SECTION 22. Construction Services Agreement and Site Lease

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

#### SECTION 23. Severability

If any one or more of the terms, covenants or conditions of this Sublease 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 this Sublease shall be affected thereby, and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

#### SECTION 24. Entire Agreement

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

OXNARD SCHOOL DISTRICT Rose Avenue Elementary School Reconstruction

#### SECTION 25. Notices

Any notices or filings required to be given or made under this Sublease 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 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 party, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### SECTION 26. Titles

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

#### SECTION 27. Time

Time is of the essence in this Sublease and each and all of its provisions.

OXNARD SCHOOL DISTRICT Rose Avenue Elementary School Reconstruction

#### SECTION 28. Applicable Law

This Sublease 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. Execution in Counterparts

This Sublease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

#### **SECTION 30.** District Insurance

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Sublease effective as of the date first above written.

#### CONTRACTOR

Balfour Beatty Construction 10620 Treena St., Suite 300 San Diego, CA 92131

By:

Brian Cahill Name/Title: <u>President, California Division</u>

Date: October 11th, 2017

THE DISTRICT

Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

By:

Name/Title: Lisa A. Franz, Director, Purchasing

Date: 11-7-17-

OXNARD SCHOOL DISTRICT Rose Avenue Elementary School Reconstruction

## **EXHIBIT A**

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## PAYMENT PROVISIONS

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Tenant Improvement Payments in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in an amount to be negotiated at GMP on a per month basis. The Sublease payments shall be in consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and be negotiated at GMP for a period of twelve (12) months beginning as stated in **Section 2** above.

OXNARD SCHOOL DISTRICT Rose Avenue Elementary School Reconstruction

## **OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

Agenda Section: Section C: Special Education Agreement

## Approval of Amendment #1 to Agreement #24-98 – Dr. Olvera Psychology (DeGenna/Jefferson)

At the Board meeting of August 21, 2024, the Board of Trustees approved Agreement #24-98 with Dr. Olvera, Educational Psychologist, in the amount of \$30,000.00, to provide Independent psychological and educational consulting services, such as IEES as requested by parents or as awarded as compensation in a Settlement Agreement for special education students in the Oxnard School District "as needed" basis for the Special Education Department for fiscal year 2024-2025.

Amendment # 1 in the amount of \$30,000.00 is needed to continue supporting the Special Education Department in performing IEES as required in the 2024-2025 school year for a total amount of \$60,000.00

## FISCAL IMPACT:

Not to exceed \$30,000.00 - Special Education Funds

## **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Amendment #1 to Agreement #24-98 with Dr. Olvera Psychology.

## **ADDITIONAL MATERIALS:**

Attached: Amendment #1 (1 Page) Rate Sheet (3 pages) Agreement #24-98, Dr. Olvera Psychology (27 Pages)



## AMENDMENT #1 TO AGREEMENT #24-98 with

## **Dr. Olvera Psychology** February 5, 2025

At the Board meeting of August 21, 2024 the Board of Trustees approved Agreement #24-98 with Dr. Olvera, Educational Psychologist, in the amount of \$30,000.00, to provide Independent psychological and educational consulting services, such as IEES as requested by parents or as awarded as compensation in a Settlement Agreement for special education students in the Oxnard School District "as needed" basis for the Special Education Department for fiscal year 2024-2025.

Amendment # 1 in the amount of \$30,000.00 is needed to continue supporting the Special Education Department in performing IEES as required in the 2024-2025 school year.

Grand Total: **\$60,000.00** to be paid out of Special Education funds.

## **Dr. Olvera Psychology**

Ву: \_\_

Dr. Pedro Olvera

Date:

## **Oxnard School District**

Date: \_\_\_\_\_

By: \_\_\_\_\_ Melissa Reyes, Director, Purchasing

## Dr. Pedro Olvera, LEP#2975 dr.pedro.olvera@gmail.com www.drolverapsych.com 714-609-3806 2024-2025 Fee Schedule

Type of Assessment (IEE)	Components Exhibit A	Cost Exhibit B
SLD/Dyslexia	<ul> <li>Cognitive =\$ 1150.00</li> <li>Academic Achievement= \$1500/00</li> <li>Auditory Perception= \$300.00</li> <li>Visual Motor Integration = \$700.00</li> <li>Visual Perception = \$250.00</li> <li>Visual Perception = \$300.00</li> <li>School Observation/Review of Records</li> <li>IEP Time= \$300.00</li> </ul>	Total = \$5,500.00 (CAP)
ADHD	<ul> <li>Cognitive =\$ 1150.00</li> <li>Academic Achievement= \$1,500.00</li> <li>Auditory Perception= \$300.00</li> <li>Visual Motor Integration = \$700.00</li> <li>Visual Perception = \$250.00</li> <li>Visual Perception = \$250.00</li> <li>Parent/Teacher Surveys- \$500.00 (Questionnaires)         <ul> <li>Social Emotional/Behavioral</li> <li>Executive Functioning/ADHD</li> </ul> </li> <li>Report Writing= \$300.00</li> <li>School Observation/Review of Records</li> <li>IEP Time= \$300.00</li> </ul>	Total = \$5,500.00 (CAP)
Emotional Disturbance (ED)	<ul> <li>Cognitive =\$ 1150.00</li> <li>Academic Achievement= \$1,500.00</li> <li>Auditory Perception= \$300.00</li> <li>Visual Motor Integration = \$700.00</li> <li>Visual Perception = \$250.00</li> <li>Parent/Teacher Surveys- \$500.00 (Questionnaires)         <ul> <li>Social Emotional/Behavioral (Personality)</li> <li>Executive Functioning</li> <li>Clinical Interview</li> </ul> </li> <li>Report Writing= \$300.00</li> <li>School Observation/Review of Records</li> <li>IEP Time= \$300.00</li> </ul>	Total = \$5,500.00 (CAP)

# Dr. Pedro Olvera, LEP#2975 dr.pedro.olvera@gmail.com www.drolverapsych.com

71	4-609	-3806

Type of Assessment	Components	Cost
(IEE)	Exhibit A	Exhibit B
Autism	<ul> <li>Cognitive =\$ 1150.00</li> <li>Academic Achievement= \$1,500.00</li> <li>Auditory Perception= \$300.00</li> <li>Visual Motor Integration = \$700.00</li> <li>Visual Perception = \$250.00</li> <li>Visual Perception = \$250.00</li> <li>Parent/Teacher Surveys- \$500.00         <ul> <li>Questionnaires)</li> <li>Autism Scale</li> <li>Executive Functioning</li> <li>Clinical Interview</li> <li>ADOS</li> </ul> </li> <li>Report Writing= \$300.00</li> <li>School Observation/Review of Records</li> <li>IEP Time= \$300.00</li> </ul>	Total = \$5,500.00 (CAP)
Intellectual Disability	<ul> <li>Cognitive =\$ 1150.00</li> <li>Academic Achievement= \$1,500.00</li> <li>Auditory Perception= \$300.00</li> <li>Visual Motor Integration = \$700.00</li> <li>Visual Perception = \$250.00</li> <li>Adaptive Behavior= \$400.00</li> <li>Report Writing= \$300.00</li> <li>School Observation/Review of Records</li> <li>IEP Time= \$300.00</li> </ul>	Total = \$5,500.00 (CAP)
ERMHS	<ul> <li>Parent/Teacher Surveys- \$1900.00         <ul> <li>Social Emotional (Broad)</li> <li>Social Emotional (Narrow)</li> <li>Executive Functioning</li> <li>Clinical Interview</li> </ul> </li> <li>Report Writing= \$300.00</li> <li>School Observation/Review of Records</li> <li>IEP Time= \$300.00</li> <li>Bilingual (\$500.00)</li> </ul>	Total = \$2,500.00 (CAP) Bilingual = \$2,500.00 (CAP)
Transition Assessment	<ul> <li>Parent Interview</li> <li>Record Reviews</li> <li>Classroom observation</li> <li>Teacher Interview</li> <li>Report Writing &amp; IEP time</li> </ul>	Total = \$2000.00
Functional Behavior Assessment (FBA)/Behavior Intervention Plan (BIP)	<ul> <li>Parent Interview</li> <li>Record Reviews</li> <li>Classroom observation</li> <li>Teacher Interview</li> <li>Report Writing &amp; IEP time</li> </ul>	Total= \$2000.00

# Dr. Pedro Olvera, LEP#2975 dr.pedro.olvera@gmail.com www.drolverapsych.com

Type of Assessment	Components	Cost
(IEE)	Exhibit A	Exhibit B
Special	<ul> <li>Parent Interview</li> </ul>	Total= \$2000.00
Circumstance	<ul> <li>Record Reviews</li> </ul>	
Instructional	<ul> <li>Classroom observation(s)</li> </ul>	
Assistant (SCIA)	<ul> <li>Teacher Interview</li> </ul>	
Assessment	<ul> <li>Report Writing &amp; IEP time</li> </ul>	
District Training	✓ Preparation	3 Hours= \$1500.00
	✓ Presentation	A 1 A A A A A A A A A A A A A A A A A A
	<ul> <li>Travel (within two hours)</li> </ul>	6 Hours= \$2400.00
Consultation	✓ ELL Assessment	\$150.00 per hour
Standard	<ul> <li>Parent Interview</li> </ul>	\$1500.00
Assessments	Record Reviews	
(Psychoeducational)	<ul> <li>Classroom observation</li> </ul>	\$ 2,000.00
- Non-IEE	<ul> <li>Teacher Interview</li> </ul>	(Bilingual)
	✓ Cognitive	
	<ul> <li>Processing (visual and auditory)</li> </ul>	\$2,000.00
	<ul> <li>Social-Emotional</li> </ul>	(w/academic
	✓ Academic*	assessment)
	<ul> <li>Report Writing &amp; IEP time</li> </ul>	

\*Other fees may apply given travel, urgency, and uniqueness of each case.



## SERVICES AGREEMENT

P25-01378

Requisition Number

24 - 98

Contract Number

This Services Agreement (the "Agreement") is made and entered into this 21st day of August , 2024by and between Oxnard School District (hereinafter referred to as "District") and Dr. Olvera Psychology (hereinafter referred to as "Provider.")

## PROVIDER

Dr. Olvera Psychology	714-609-3806
Provider	Telephone Number
5211 E. Washington Blvd. #2-155	
Street Address	Fax Number
Commerce, CA 90040	dr.pedro.olvera@gmail.com
City, State, Zip code	E-mail Address
City, State, Zip code 86-2568345 (EIN)	E-mail Address LEP #2975

- 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:

- CONDITIONS. Provider will have no obligation to provide services until District returns a signed copy 1. of this Agreement.
- NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that 2. 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.
- SERVICES. Provider shall provide District with the services, which are described on the "Statement of 4. 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.

OF PERFORMANCE. of this Agreement shall commence on 5. TIME The term 30 , 20 25 All work and 1 \_\_\_\_\_, 2024 \_\_\_\_, and terminate on \_\_\_\_\_ September contracted for terms of this Agreement under the services 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.]

PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" 6. 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,

24-98

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 subconsultants 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 affect. 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:

Dr. Olvera Psychology, APC		
Provider		
Attn: Dr. Pedro Olvera		
5211 E. Washington Blvd. #2-155		
Street		
Commerce CA 90040		
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. <u>Commercial General Liability Insurance</u>. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage: [delete those not applicable] Each Occurrence Aggregate

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

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. <u>Automobile Liability</u>. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [delete those not applicable]

Personal vehicles: \$500,000.00 combined single limit or

\$100,000.00 per person / \$300,000.00 per accident

c. <u>Workers' Compensation Insurance</u>. 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.

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

	Each Occurrence	Aggregate
Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
Cyber Liability	\$ 5,000,000.00	
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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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.
- 1. 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. <u>Failure to Procure Insurance</u>. 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.

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24-98

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.

Contract Number

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 SC	HOOL	, DISTRI	CT
District			
m	A	5	
	v	0	
Signature	V		

Melissa Reyes

Name

By

Interim Director of Purchasing

Title

# Dr. Olvera Psychology, APC

Provider

Signature

Dr. Pedro Olvera

Name

**Clinical Director/President** 

Title

è

# STATEMENT OF WORK

### **DESCRIPTION OF WORK:**

Dr. Pedro Olvera will provide psychological and educational consulting services for the Special Education Department during the 2024-2025 academic year.

WORK SCHEDULE:

\*Per district calendar

# SCHEDULE OF FEES

#### FEES:

Compensation for Services	\$
Actual and Necessary Travel Expenses	<u>\$</u> 0.00
Other Expenses	<sub>\$</sub> 0.00
Total Amount not to Exceed	\$ 30,000.00
Deposit	s 0.00
Balance Due after Completion of Services	\$ 0.00

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

#### **PAYMENT SCHEDULE:**

Send invoices to accountspayable@oxnardsd.org, djefferson@oxnardsd.org, and khenry@oxnardsd.org. Net 30 Terms

#### ADDITIONAL COSTS OF EXPENSES:

N/A

#### EXHIBIT C REQUIRED CERTIFICATIONS

Services Agreement Dated: August 21, 2024

#### Provider: Dr. Olvera Psychology

#### 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 <u>do not apply</u> because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements <u>do not apply</u> 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.).

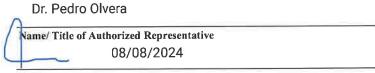
By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during 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.

Dr. Pedro Olvera
Name/ Title of Authorized Representative
08/08/2024

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.



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: PO

#### Dr. Pedro Olvera, LEP#2975 dr.pedro.olvera@gmail.com www.drolverapsych.com 714-609-3806 2024-2025 Fee Schedule

Type of Assessment	Components	Cost
(IEE)	Exhibit A	Exhibit B
SLD/Dyslexia	<ul> <li>Cognitive =\$ 1150.00</li> <li>Academic Achievement= \$1500/00</li> <li>Auditory Perception= \$300.00</li> <li>Visual Motor Integration = \$700.00</li> <li>Visual Perception = \$250.00</li> <li>Visual Perception = \$300.00</li> <li>School Observation/Review of Records</li> <li>IEP Time= \$300.00</li> </ul>	Total = \$5,500.00 (CAP)
ADHD	<ul> <li>Cognitive =\$ 1150.00</li> <li>Academic Achievement= \$1,500.00</li> <li>Auditory Perception= \$300.00</li> <li>Visual Motor Integration = \$700.00</li> <li>Visual Perception = \$250.00</li> <li>Varent/Teacher Surveys- \$500.00</li> <li>(Questionnaires)         <ul> <li>o Social Emotional/Behavioral</li> <li>o Executive Functioning/ADHD</li> </ul> </li> <li>Report Writing= \$300.00</li> <li>School Observation/Review of Records</li> <li>IEP Time= \$300.00</li> </ul>	Total = \$5,500.00 (CAP)
Emotional	<ul> <li>Cognitive =\$ 1150.00</li> <li>Academic Achievement= \$1,500.00</li> <li>Auditory Perception= \$300.00</li> <li>Visual Motor Integration = \$700.00</li> <li>Visual Perception = \$250.00</li> <li>Visual Perception = \$250.00</li> <li>Parent/Teacher Surveys- \$500.00</li> <li>(Questionnaires)         <ul> <li>o Social Emotional/Behavioral</li></ul></li></ul>	Total = \$5,500.00
Disturbance (ED)	(Personality) <li>o Executive Functioning</li> <li>o Clinical Interview</li> <li>Report Writing= \$300.00</li> <li>School Observation/Review of Records</li> <li>IEP Time= \$300.00</li>	(CAP)

# Dr. Pedro Olvera, LEP#2975

# dr.pedro.olvera@gmail.com www.drolverapsych.com 714-609-3806

Type of Assessment	Components Exhibit A	Cost Exhibit B
(IEE) Autism	<ul> <li>Cognitive =\$ 1150.00</li> <li>Academic Achievement= \$1,500.00</li> <li>Auditory Perception= \$300.00</li> <li>Visual Motor Integration = \$700.00</li> <li>Visual Perception = \$250.00</li> <li>Visual Perception = \$250.00</li> <li>Parent/Teacher Surveys- \$500.00</li> <li>(Questionnaires)         <ul> <li>Autism Scale</li> <li>Executive Functioning</li> <li>Clinical Interview</li> <li>ADOS</li> </ul> </li> <li>Report Writing= \$300.00</li> <li>School Observation/Review of Records</li> <li>IEP Time= \$300.00</li> </ul>	Total = \$5,500.00 (CAP)
Intellectual Disability	<ul> <li>Cognitive =\$ 1150.00</li> <li>Academic Achievement= \$1,500.00</li> <li>Auditory Perception= \$300.00</li> <li>Visual Motor Integration = \$700.00</li> <li>Visual Perception = \$250.00</li> <li>Adaptive Behavior= \$400.00</li> <li>Report Writing= \$300.00</li> <li>School Observation/Review of Records</li> <li>IEP Time= \$300.00</li> </ul>	Total = \$5,500.00 (CAP)
ERMHS	<ul> <li>Parent/Teacher Surveys- \$1900.00         <ul> <li>Social Emotional (Broad)</li> <li>Social Emotional (Narrow)</li> <li>Executive Functioning</li> <li>Clinical Interview</li> </ul> </li> <li>Report Writing= \$300.00</li> <li>School Observation/Review of Records</li> <li>IEP Time= \$300.00</li> <li>Bilingual (\$500.00)</li> </ul>	Total = \$2,500.00 (CAP) Bilingual = \$2,500.00 (CAP)
Transition Assessment	<ul> <li>Parent Interview</li> <li>Record Reviews</li> <li>Classroom observation</li> <li>Teacher Interview</li> <li>Report Writing &amp; IEP time</li> </ul>	Total = \$2000.00
Functional Behavior Assessment (FBA)/Behavior Intervention Plan (BIP)	<ul> <li>Parent Interview</li> <li>Record Reviews</li> <li>Classroom observation</li> <li>Teacher Interview</li> <li>Report Writing &amp; IEP time</li> </ul>	Total= \$2000.00

Rev: 05/27/2024

## Dr. Pedro Olvera, LEP#2975

dr.pedro.olvera@gmail.com

www.drolverapsych.com 714-609-3806

Type of Assessment	Components	Cost
(IEE)	Exhibit A	Exhibit B
Special	<ul> <li>Parent Interview</li> </ul>	Total= \$2000.00
Circumstance	<ul> <li>Record Reviews</li> </ul>	
Instructional	<ul> <li>Classroom observation(s)</li> </ul>	
Assistant (SCIA)	<ul> <li>Teacher Interview</li> </ul>	
Assessment	<ul> <li>Report Writing &amp; IEP time</li> </ul>	
District Training	Preparation	3 Hours= \$1500.00
	<ul> <li>Presentation</li> </ul>	
	<ul> <li>Travel (within two hours)</li> </ul>	6 Hours= \$2400.00
Consultation	<ul> <li>ELL Assessment</li> </ul>	\$150.00 per hour
Standard	Parent Interview	\$1500.00
Assessments	Record Reviews	
(Psychoeducational)	<ul> <li>Classroom observation</li> </ul>	\$ 2,000.00
- Non-IEE	<ul> <li>Teacher Interview</li> </ul>	(Bilingual)
	✓ Cognitive	
	<ul> <li>Processing (visual and auditory)</li> </ul>	\$2,000.00
	<ul> <li>Social-Emotional</li> </ul>	(w/academic
	Academic*	assessment)
	✓ Report Writing & IEP time	

\*Other fees may apply given travel, urgency, and uniqueness of each case.

ACORD <sup>®</sup> C	FD.		ICATE OF LIA	RII I			F Í		(MM/DD/YYYY)
									/12/2023
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 If SUBROGATION IS WAIVED, subject	is an	ADD	ITIONAL INSURED, the	policy(	ies) must ha	ve ADDITIO	NAL INSURED provision require an endorseme	onsorb ent.As	e endorsed. tatement on
this certificate does not confer rights	to the	certi	ficate holder in lieu of su	ich end	lorsement(s)				
PRODUCER				CONTAC	CT SEAN M				
SPRINGBOK INSURANCE SERVICES, IN	IC				, Ext): (619) 2	240-7164	FAX (A/C, No	(619)	240-7169
1144 13th Street, 102-439			3	E-MAIL	0000000	pringbokinsur			
				RODIL		URER(S) AFFOR	DING COVERAGE		NAIC #
Imperial Beach			CA 91932	INSURF			NCE COMPAY		
INSURED		_				ARK AMERIO			
DR. OLVERA PSYCHOLOG		PROF	ESSIONAL CORPORATI				LLOYDS LONDON		
PO BOX 1003				INSURE					
				INSURE					
Spring Valley,			CA 91979	INSURE					
	TIFIC	CATE	NUMBER:	INCOME			<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE POLICIE	S OF	INSU	RANCE LISTED BELOW HA	VE BEE	N ISSUED TO	THE INSUR	ED NAMED ABOVE FOR	THE PO	LICY PERIOD
INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIF PER	REME FAIN.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRACT THE POLICIE	OR OTHER	DOCUMENT WITH RESP D HEREIN IS SUBJECT	РЕСТ ТО	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL	SUBR			POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIM	ITS	
	- may	110					EACH OCCURRENCE	\$ 1,0	00,000
CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100	0,000
							MED EXP (Any one person)	\$ 5,0	00
A	Y	Y	3AA711508		10/22/2023	10/22/2024	PERSONAL & ADV INJURY	\$ 1,0	00,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,0	00,000
X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGO	s s Exc	cluded
OTHER:								\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO							BODILY INJURY (Per person)	\$	
OWNED AUTOS ONLY SCHEDULED							BODILY INJURY (Per accider	1)\$	
HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
								\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$ 2,0	00,000
B X EXCESS LIAB CLAIMS-MADI			LHZ851381		08/29/2023	08/29/2024	AGGREGATE	\$ 3,0	00,000
DED RETENTION\$	Ì						Excess of underlying		nill / 3 mill
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER	_	
	N/A						E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOYI	E \$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMI	_	
Errors and Omissions							Each Claim - E&O		000,000
C Sexual Abuse/Misconduct Agg			MEO2351056.23		08/29/2023	08/29/2024	Aggregate - E&O		000,000
							SAM Limit	\$1r	nill/3mill Agg
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC				ıle, may b	e attached if mo	re space is requi	red)		
The certificate holder is named as an addi	tional	Insur	ed.						
Oxnard School District and its members, o	fficor	- om	nlovees agents and volun	toors					
Oxnard School District and its members, c	moon	5, UII	ployees, agents, and volum						
		_		_					
CERTIFICATE HOLDER				CANC	CELLATION				
				840			ESCRIBED POLICIES BE		
				THE	EXPIRATIO	N DATE TH	EREOF, NOTICE WILL	BE D	ELIVERED IN
Oxnard School District							Y PROVISIONS.		
1051 South A. Street				AUTHO	RIZED REPRESE	NTATIVE			
			CA 02020		S				
Oxnard			CA 93030	C					
					© 19	88-2015 AC	ORD CORPORATION	. All rig	hts reserved.

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# EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM LIQUOR LIABILITY COVERAGE FORM OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

#### SCHEDULE

Additional Premium: \$500 (Check box if fully earned 🛛)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the valid written contract or agreement; or
- 2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Page 1 of 1

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



# EVANSTON INSURANCE COMPANY

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

# BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Name Of Person Or Organization:

Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery

Additional Premium: \$250

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

# INSURANCE IDENTIFICATION CARD - California

 Policy Number: 62530398
 NAIC Number: 11770

 Effective Date: 0501/2024
 Expiration Date: 11/01/2024

 Insure: United Financia Cas Co 1-800-776-4737
 PO Box 31260 Tampa, FL 33631

 Named Insured(s):
 Vanesa M Gonzalez

 Pedro Olvera
 Fedro Olvera

Year Make Model 2017 Toyota Avalon 2021 Volkswagen Atlas

VIN 4T1BK1EB1HU244534 1V2GP2CA4MC524569

# Vanesa M Gonzalez Pedro Olvera

Valued Customer Since 2014

Form A022 (10/20)

- IF YOU'RE IN AN ACCIDENT 1. Remain at the scene. Don't admit fault. 2. Find a safe location, call the police, and exchange driver information. 3. Call Progressive right away.

TO REPORT A CLAIM Call 1-800-274-4499 or go to claims.progressive.com.

PROGRESSIVE

KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.

3

337

# Oxnard School District Certification of Exemption from Workers' Compensation Insurance

Dr. Olvera Psychology, A Professional Corp.	LEP #2975			
Provider Name	Business License Number			
5211 E. Washington Blvd. Ste. 2-155	Commerce, CA 90040			
Street Address	City, State, Zip Code			
714-609-3806	dr.pedro.olvera@gmail.com			
714-609-3806 Business Telephone	dr.pedro.olvera@gmail.com Business E-mail Address			
	Business E-mail Address			

I certify that I am an independent contractor as defined in California *Labor Code* section 3353 and subject to the requirements of California *Labor Code* section 2776.

I certify that I am exempt from maintaining workers' compensation coverage. I further certify that I do not and will not employ, during the performance of work or service described in the Agreement/Contract referenced above, any person, described in California *Labor Code* sections 3351, 3351.5 and 2775 et seq., in any manner so as to become subject to the workers' compensation laws of the State of California.

I also certify that if in the future I should employ persons to perform work pursuant to this Agreement, in a manner that causes me to be subject of the workers' compensation laws of the State of California, I shall immediately obtain workers' compensation insurance coverage and provide the Local Educational Agency with a certificate of insurance as evidence that I am in compliance with such laws.

Should any court of law, administrative agency or department thereof, or state board find any subcontractors that I hire to be employees, I agree to defend, indemnify, and hold harmless the Local Educational Agency, its governing board, officers, employees, agents, successors, or assigns from any and all claims, demands, monetary or other losses, and expenses whatsoever, including reasonable legal fees and costs, arising from the findings of the court of law, administrative agency or department thereof, or state board.

This Certification of Exemption from Workers' Compensation Insurance shall survive termination of the referenced Agreement, for any reason whatsoever, and binds Provider's legal representatives, successors, and assigns.

I attest that the information provided on this Certification of Exemption from Workers' Compensation Insurance is true and accurate.

09/24/2023

Provider signature

Date

# **OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

Agenda Section: Section C: Special Education Agreement

# Approval of Amendment #1 to Agreement #24-122 - Action Preparedness Training (DeGenna/Jefferson)

On October 2, 2024, the Board of Trustees approved Agreement #24-122 with Action Preparedness Training, consultants for CPR and First Aid Training in the amount of \$12,350.00. Action Preparedness Training to offer OSHA and EMSA compliant CPR/AED and First Aid training classes to staff in the Special Education Department at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

Amendment #1 in the amount of \$500.00, for total amount of \$12,850.00, is needed to cover the additional cost incurred due to underestimating the amount of staff, primarily Para Educators, that were due for a CPR certification renewal and to pay the remaining balance for the training services provided for 2024-2025.

# FISCAL IMPACT:

Not to Exceed: \$500.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Amendment #1 to Agreement #24-122 with Action Preparedness Training.

# **ADDITIONAL MATERIALS:**

Attached: Amendment #1 (1 Page) Rate Sheet (1 Page) Agreement #24-122, Action Preparedness Training (6 Pages)



# AMENDMENT #1 TO AGREEMENT #24-122 with Action Preparedness Training February 5, 2025

On October 2, 2024, the Board of Trustees approved Agreement #24-122 with Action Preparedness Training, consultants for CPR and First Aid Training in the amount of \$12,350.00. Action Preparedness Training to offer OSHA and EMSA compliant CPR/AED and First Aid training classes to staff in the Special Education Department at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

Amendment #1 in the amount of \$500.00 is needed to cover the additional cost incurred due to underestimating the amount of staff, primarily Para Educators, that were due for a CPR certification renewal and to pay the remaining balance for the training services provided for 2024-2025.

Grand Total: **\$12,850.00** to be paid out of Special Education funds.

# Action Preparedness Training

By: \_

Glenda Mahon

Date: \_\_\_\_\_

# **Oxnard School District**

By: \_\_\_\_\_

Melissa Reyes, Director, Purchasing

Date: \_\_\_\_\_

# Action Preparedness Training 951 Woodland Ave, Ojai CA 93023 (805) 340-6333

Proposal for Service Oxnard School District Paraeducators

August 27, 2024

Action Preparedness Training offers OSHA and EMSA compliant CPR /AED and First Aid training classes to OSD Paraeducator staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

- A. ) Scope of Work: APT will provide CPR/AED and First Aid training to OSD Paraeducator staff. Training will be held onsite at OSD facilities. A certification card valid for 2 years will be issued for all students that successfully complete the course.
- B. ) <u>Cost: \$65</u> per OSD staff member
- C. ) Minimum number of students per session: 10

Glenda Mahon-EMT Owner

[805] 340-6333



#### **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

24-122

Contract Number

This Services Agreement (the "Agreement") is made and entered into October 2, 2024 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Action Preparedness Training , (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Action Preparedness Training	805-340-6333
Provider	Telephone Number
651 Woodland Ave.	ojaicpr@aol.com
Street Address	E-mail Address
Ojai, Ca. 93023	547-15-0830
City, State, Zip code	Tax Identification or Social Security Number

City, State, Zip code

#### Services

Provide CPR/AED and First Aid training to the Special Education Department Para educator staff at Oxnard School District staff.

Description of Services (if more space is neede	d, attach pages labeled as ATTACHM	ENT A, which is incorporated herein in full)
October 14, 2024 - June 30, 2025	TBD	Various
Date(s) of Service	Hour(s) of Service	Location
Fees		
Compensation for Services		<u>\$</u> 12,350.00
Other Ancillary Cost, as applicable		\$ 0.00
Total not to Exceed		<u></u> <u>12,350.00</u>

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);
  - 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;
  - 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 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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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. <u>Workers' Compensation Insurance</u>. 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. <u>Other Coverage as Dictated by the District</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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.
- 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. <u>Failure to Procure Insurance</u>. 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.

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

Glen

Provider Authorized Signer

An C.

Signature

Signature

<u>9/17/24</u> Date

Date

**Oxnard School District** Melissa Reves

Director, Purchasing

# Action Preparedness Training 951 Woodland Ave, Ojai CA 93023 (805) 340-6333

Proposal for Service Oxnard School District Paraeducators

August 27, 2024

Action Preparedness Training offers OSHA and EMSA compliant CPR /AED and First Aid training classes to OSD Paraeducator staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

- A. ) Scope of Work: APT will provide CPR/AED and First Aid training to OSD Paraeducator staff. Training will be held onsite at OSD facilities. A certification card valid for 2 years will be issued for all students that successfully complete the course.
- B. ) Cost: \$65 per OSD staff member
- C. ) Minimum number of students per session: 10

Glenda Mahon-EMT Owner

[805] 340-6333

ACORD <sup>®</sup> C	ERTIFICAT	E OF LIAB		URANC	E [	83720	(MM/DD/YYYY) 1/2024
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.							
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights	to the terms and	conditions of the	policy, certain po	olicies may r	AL INSURED provisio equire an endorseme	nsorbe nt. Ast	e endorsed. atement on
PRODUCER		C	ONTACT AME:				
Aon Affinity Insurance Services, Inc.		PI (A	HONE VC, No, Ext): 1-888-	288-3534	FAX (A/C, No	:	
1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278		E-	E-MAIL ADDRESS: customer.service@hpsocover.com				
1 oft Washington, 1 A 1000-0210			INS	URER(S) AFFOR	DING COVERAGE		NAIC #
		IN			mpany of Reading, PA		20427
INSURED		IN	ISURER B :				
Actions Preparedness Training			ISURER C :				
951 Woodland Avenue Ojai, CA, 93023			ISURER D :				
0,21, 07, 00020							
COVERAGES CEF			ISURER F :		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	OF INSURANCE LIS EQUIREMENT, TERM PERTAIN, THE INSU	STED BELOW HAVE I OR CONDITION OF JRANCE AFFORDED	ANY CONTRACT BY THE POLICIE	OR OTHER INSURE OR OTHER I S DESCRIBEI	D NAMED ABOVE FOR DOCUMENT WITH RESP	ECT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY FEE	POLICY EXP (MM/DD/YYYY)	LIN	ITS	
COMMERCIAL GENERAL LIABILITY	13.200 13.7.M				EACH OCCURRENCE	\$	
CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
					MED EXP (Any one person)	\$	
					PERSONAL & ADV INJURY	\$	
				1 .	GENERAL AGGREGATE	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:							
POLICY JECT LOC					PRODUCTS - COMP/OP AGO	; \$ \$	
OTHER:					COMBINED SINGLE LIMIT	\$	
AUTOMOBILE LIABILITY					(Ea accident)		
				-	BODILY INJURY (Per person)		
OWNED AUTOS ONLY AUTOS				-	BODILY INJURY (Per accident PROPERTY DAMAGE		
HIRED AUTOS ONLY AUTOS ONLY					(Per accident)	\$	
						\$	
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
DED RETENTION \$						\$	
WORKERS COMPENSATION					PÉR OTH- STATUTE ER		
AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYE	E \$	
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMI		
Professional Liability		0765096290	11/02/2024	11/02/2025	Liability (Each claim):		0
A	x				Liability (Aggregate): \$		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC Oxnard Schools Districts, it's officers, age					ad)		
CERTIFICATE HOLDER			CANCELLATION				
Oxnard School District 1051 South. A Street, Oxnard CA, 93030			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			Led Before Livered in	
			UTHORIZED REPRESE	NTATIVE			
		^			0 1.	0	
				Uon Affinity	g Insurance Services, ;	INC.	

# **OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Aracely Fox

**Date of Meeting:** February 05, 2025

Agenda Section: Section C: Support Services Agreement

# Approval of Agreement #24-190 – Dr. Antonio F. Jiménez Jiménez (Fox)

Provide in-person professional development sessions on common core standards in Spanish to teachers and staff for TK-6th grade levels.

Terms of Agreement: February 6, 2025 through June 30, 2025

# FISCAL IMPACT:

\$32,000.00 – LCFF Funds

# **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-190 with Dr. Antonio F. Jiménez Jiménez.

# **ADDITIONAL MATERIALS:**

Attached: Agreement #24-190, Dr. Antonio F. Jimenez Jimenez (4 Pages) Proposal (3 Pages)



## **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 SCHOOL DISTRICT (the "Local Educational Agency" referred to as "Provider"). District and Provider may be refe	
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:
  - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
  - 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;
  - 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

D Mobile Food Facility permit D Temporary Food Facility permit D 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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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. <u>Workers' Compensation Insurance</u>. 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. <u>Other Coverage as Dictated by the District</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Failure to Procure Insurance</u>. 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 to Oxnard School District**

By

Dr. Antonio F. Jiménez Jiménez Prof. of Spanish, Linguistics and Translation California State University Channel Islands

#### Review of the Common Core Standards en Español: Grades TK-6

#### Objective

To conduct comprehensive **in-person professional development sessions** aimed at reviewing the *Common Core Standards en Español* for each grade level (TK-6). This proposal includes detailed sessions tailored to every grade level, with additional support for accentuation, punctuation, and capitalization rules.

#### **Sessions Overview**

The program consists of **19 interactive sessions**, divided by grade levels and specific linguistic focus areas:

- 1. TK-K (Part 1 & 2)
- 2. 1st Grade (Part 1 & 2)
- 3. 2nd Grade (Part 1 & 2)
- 4. 3rd Grade (Part 1 & 2)
- 5. 4th Grade (Part 1, 2, & 3)
- 6. 5th Grade (Part 1, 2, & 3)
- 7. 6th Grade (Part 1, 2, & 3)
- 8. Online Sessions:
  - Accents for all grades
  - Punctuation and uppercase/lowercase rules for all grades

#### **Timeline and Commitment**

- Duration: February to May,2025
- Sessions:
  - 2 to 3 sessions per week (excluding Wednesdays)
  - Each session: 1.5 hours from approximately 3:30 to 5:00 PM

• **Format**: In-person delivery for grade-level sessions, online delivery for specialized topics.

## Fee

The total cost for the 19-session program is **\$32,000**.

This fee includes:

- Preparation of sessions and materials for all grade levels and online sessions
- Delivery of in-person and virtual sessions
- Post-session materials for all participants
- Continued support during the semester

#### **Fee Justification**

#### 1. Preparation

• Significant time will be invested in preparing customized, grade-specific materials aligned with the Common Core Standards en Español. This includes handouts, activities, and interactive resources to ensure participants gain in-depth understanding and practical tools for implementation.

#### 2. Time Commitment and Availability

- The commitment to deliver 19 sessions over the course of the semester (February-May) ensures sustained engagement with teachers and staff. Sessions are scheduled outside regular instruction hours (3:30-5:00 PM) to accommodate participants' availability.
- I will remain available throughout the semester to provide follow-up support, clarification, and resource distribution.

#### **3.** Post-Session Materials

- At the conclusion of each session, participants will receive all materials developed. This includes session slides, worksheets, guides, and additional resources tailored to each grade level.
- Online sessions can be recorded to ensure later accessibility.

#### 4. Value to Oxnard Unified School District

- This program enhances teachers' knowledge and effective implementation of *Common Core Standards en Español,* directly benefiting dual-language programs.
- By aligning instructional strategies with standardized expectations, educators will be equipped to provide high-quality, culturally and linguistically responsive instruction.

# Conclusion

This professional development series offers an in-depth, grade-specific review of the *Common Core Standards en Español*, providing teachers with the tools and strategies to successfully implement standards in their classrooms. The investment ensures high-quality, sustained support for educators, enhancing language instruction across grade levels.

# **OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Aracely Fox

**Date of Meeting:** February 05, 2025

Agenda Section: Section C: Support Services Agreement

# Approval of Agreement #24-194 - Action Preparedness Training (Fox/Shea)

Glenda C. Mahon of Action Preparedness Training will provide CPR training and First Aid training to Enrichment & Specialized Programs staff as needed for the 2024-2025 school year.

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

Term of Agreement: February 6, 2025 through June 30, 2025

# FISCAL IMPACT:

Not to exceed \$1,500.00 - Expanded Learning Opportunities Program Fund

# **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent of Educational Services, that the Board of Trustees approve Agreement #24-194 with Action Preparedness Training.

#### **ADDITIONAL MATERIALS:**

Attached: Agreement #24-194, Action Preparedness Training (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 SCHOOL DISTRICT (the "Local Educational Agency" referred to as "Provider"). District and Provider may be refe	
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.

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**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:
  - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
  - 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;
  - 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.

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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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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. <u>Workers' Compensation Insurance</u>. 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. <u>Other Coverage as Dictated by the District</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Failure to Procure Insurance</u>. 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

## Action Preparedness Training 951 Woodland Ave, Ojai CA 93023 (805) 340-6333

**Proposal for Service** 

## Oxnard School District Enrichment and Specialized programs January 2025-June 2025

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a reduced rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

Estimated 3 Classes between February 2025 and June 2025. Dates TBD

Cost: \$68 per OSD staff member.

Minimum number of students per session: 15 Maximum number of students per session: 30

Glenda Mahon-EMT Owner

[805] 340-6333

## **OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 05, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Allocations of Contract Contingency #18 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 (Hubbard/CFW)

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 Chief Information Officer 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 Seven Hundred Seventeen Thousand Three Hundred Fifty-Five Dollars and Ninety-Nine Cents (\$717,355.99) leaving a fund balance of Eighty Thousand Three Hundred Eleven Dollars and One Cent (\$80,311.01).

## FISCAL IMPACT:

No Fiscal Impact

## **RECOMMENDATION:**

It is the recommendation of the Chief Information Officer, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation of Contract Contingency #18 for Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) with Balfour Beatty Contractors, LLC.

## **ADDITIONAL MATERIALS:**

Attached: Contractor Contingency Allocation #18 (2 Pages)

CDR 82 R5 - Bldg B Water Separation (13 Pages)

CDR 152 R1 - Light Relocation (21 Pages)

CDR 180 R2 - Anti-Graffiti Coating (16 Pages)

CDR 184 R2 - Stair Nosing Paint (14 Pages)

CDR 187 R1 - Rental Plates (4 Pages)

CDR 188 R1 - Weed Removal (5 Pages)

CDR 189 - Fence Repairs (11 Pages)



# CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: 02/05/2025

### **Contractor Contingency Approval NO. 18**

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

Attn: Dennis Kuykendall

Architects Proj. No.: 109990 D.S.A. File No.: 56-22 D.S.A. App. No.: 03-119284

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	\$ (637,052.99)
ADJUSTED CONTINGENCY SUM	\$ 160,614.01
NET CHANGE – ALLOCATION #18	\$ (80,303.00 <u>)</u>
Total Allocations to Date:	\$ (717,355.99)
ADJUSTED CONTINGENCY SUM THROUGH NO #18	\$ 80,311.01
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 #82R5 – Separate domestic water line POC				\$4,835.00
2.	CDR #152 R1 – Relocate conduits due to light standard relocation				\$2,461.00
3.	CDR #180 R2 – Install CMU anti-graffiti coating				\$38,410.00
4.	CDR #184R2 – Install stair nosing paint at 3 stair risers				\$14,950.00
5.	CDR #187 R1 – Rental plate time extension				\$8,236.00
6.	CDR #188 R1 – Weed removal				\$10,411.00
7.	CDR #189 – Perimeter fence repairs due to high winds				\$1,000.00
	Total				\$80,303.00

### APPROVAL (REQUIRED):

BOARD APPROVAL	DATE:
ASST. SUPT./PURCHASING DIRECTOR:	DATE:
CONTRACTOR:	DATE:

Project Contingency Draw - Exhibit D Oxnard School District

	Owner	Х	Oxnard School District
Contingency	Architect	Х	IBI Group
Draw	Contractor	Х	Balfour Beatty
Request (CDR)	PM	Х	CFW, Inc.

## CONTINGENCY DRAW REQUEST

PROJECT	Rose Ave. K-5 Reconstruction 200 East Driskill St.	Contingen	cy Request #:	082 R5	5
	Oxnard, CA 93030	Date:	11-13-2024		
TO:	Oxnard School District 1051 South A. Street Oxnard, CA 93030				
The Contra	ict is changed as follows:				
Ref. Cos	t Event #146 RFI 338 Bldg B - Separate Domesti	c Water to I	Kitchen		
line from	abor, materials and equipment to install a separa the new separate incoming 1-1/2" domestic wate ne serving the kitchen fixtures per RFI 338.			\$	4,835.00

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

CONTRA Balfour E		ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
Ву:	Rafael flamills	By :	Ву:
Date:	2024-11-13	Date: <u>12/03/2024</u>	Date:

OWNER - Oxnard School District

 $\checkmark$ 

By : \_\_\_\_\_ Date: \_\_\_\_\_

## **CHANGE ORDER REQUEST (COR)**

Owi	ner:	Oxnard School District		Date:		11-13-2024
Peri	mit Number:	DSA# 03-119284	-	Change Event No.:		146
Proj	ject Name:	Rose Ave. K-5 Reconstruction	-			
Proj	- ject Number:	15650001	-			
To:	- (Program Manager)	Gerald Schober - CFW	-	Contract Number:		P22-01685
Fro	<b>m:</b> (Contractor or Design)	Balfour Beatty	•	Task Order Number:		n/a
	The following is a	n itemized QUOTATION regarding requeste	d modificatio	ons to the contract doc	ument	s
Des	cription of Work:					
	2" domestic water line an	d equipment to install a separate 1-1/2" dor d connect to the 1-1/2" branch line serving	the kitchen f	äxtures per RFI 338.	separa	ate incoming 1-
А.	Sublici Contractor s C	lost (includes Subtler Contractor Over in		-		
			Ŷ	Subtotal A:	\$	-
B.	Subcontractor's Cost (	includes Subcontractor Overhead & Pro	ofit NTE 159	%)		
	Precision Plumbing-Me	chanical	\$	4,834.48		
				Subtotal B:	\$	4,834.48
C.	General Contractor's					
		supporting documentation.)	\$	-		
	Taxes at 9.5% of Mate		\$	-		
	Labor (includes Fringe		\$	-		
	•	rances at 9.5% of Labor		included above		
	Construction Equipment	nt (see attached supporting documentation)	\$	-		
				Subtotal C:	-	-
D.	<b>General Contractor's</b>		* N/A for C	ontingency Draw Req	uests	
	Overhead & Profit 5%					
	Overhead & Profit 5%	of Subtotal B	n/a			
	Overhead & Profit 10%	6 of Subtotal C	\$	-		
				Subtotal D:	-	-
Е.	Bond at 1%	\$ -		Subtotal E:	\$	-
		Grand Total = (A + B + C + D + E)			\$	4,835.00

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Rafael flamills

2024-11-13

Print Name & Title (General Contractor)

Signature

Date



## **PRECISION PLUMBING-MECHANICAL**

5350 GABBERT RD. MOORPARK, CA. 93021 PH: (805)-529-4748 FAX: (805)-529-5433 LICENSE #: 533836

## INVOICE

TO:	Filbert Carbajal	SHIP TO:	Job #24D371	
	Balfour Beatty Construction			
	300 E. Esplanade Dr. #1120		BILLING #1	
	Oxnard, CA 93036			

JOB			Date	Subcontract #	ŧ
Rose /	Avenue Elementary School Reconstruction	Due Upon Receipt	10/16/2024		0000-033
QTY	DESCRIPTI	ION			PRICE
	We provided the labor and materials needed to kitchen.	install new water se	rvice to		
	Total cost to-date (see attached Cost Breakdow	n)		\$	2,658.48
	Amount due			\$	2,658.48
					{
			TOTAL COST	\$	<b>2,658.48</b>
					3



JOB:

PRECISION PLUMBING-MECHANICAL

## T&M COST BREAKDOWN 2024

Rose Elementary School COR #01 Kitchen Water Feed

TY.	ITEM DESCRIPTION		TOTAL
11.		COST EACH	TOTAL
1	1-1/2" type L copper pipe	\$9.54	\$95.40
	2" copper 90	\$16.41	\$16.41
1	2" x 1-1/2" copper ftg. reducer 1-1/2" copper tee	\$12.81	\$12.81
2	1-1/2 copper lee	\$18.23	\$36.46
		\$9.53	\$66.71
1	1-1/2" copper st. 45	\$11.41	\$11.41
3	1-1/2" copper couplings	\$6.09	\$18.27
1	1-1/2" x 3/4" copper ftg. reducer	\$8.26	\$8.26
1	1-1/2" Nibco #S-585-80-LF ball valve	\$154.41	\$154.41
1	1-1/2" copper female adapter	\$16.74	\$16.74
1	3/4" copper ftg. X male adapter	\$8.35	\$8.35
1	3/4" hose bib	\$13.35	\$13.35
1	1-1/2" sch. 80 PVC coupling	\$11.55	\$11.55
1	1-1/2" x 6" sch. 80 PVC nipple	\$8.35	\$8.35
1	tube non-sag sealant	\$17.30	\$17.30
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	4		\$0.00
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	14		\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
_			\$0.00
		SUBTOTAL:	\$495.78
		TAX 7.25%:	\$35.94
		OHVRROFIT-2016 159	6777 <del>- \$106.34</del>

SUBCONTRACTOR

SUBCONTRACTOR NAME	SERVICE	TOTAL
	OH/PROFIT 10%:	\$0.00

SUBCOTRACTOR TOTAL:

\$0.00

#### EQUIPMENT

HOURS	DESCRIPTION	RATE	TOTAL
			\$0.00
			\$0.00
		· · · · · · · · · · · · · · · · · · ·	\$0.00
	a		\$0.00
			\$0.00
			\$0.00
	*		\$0.00
	1		\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	3		\$0.00
3	66		\$0.00
			\$0.00
			\$0.00
	·		\$0.00
			\$0.00
	1 1	EQUIPMENT TOTAL:	\$0.00
LABOR			

LABOR

100 10 100

HOURS	CLASSIFICATION	RATE	TOTAL
8.5	Foreman	\$136.00	\$1,156.00
	Journeyman	\$124.00	\$0.00
9	Apprentice	\$99.00	\$891.00
	Foreman overtime	\$187.00	\$0.00
	Journeyman overtime	\$168.00	\$0.00
	Apprentice overtime	\$135.00	\$0.00
	Foreman doubletime	\$237.00	\$0.00
	Journeyman doubletime	\$211.00	\$0.00
	Apprentice doubletime	\$170.00	\$0.00

LABOR TOTAL:

\$2,047.00

JOB TOTAL

<del>\$2,685.07</del> \$2,658.48



## PRECISION PLUMBING-MECHANICAL

5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

## DAILY WORK SHEET

ROSE AVE. E.S E	DALI MIN	TOF	ATT	2	Date:	6 911
	SHLFOUR	BE	MII	(	9-24	
oreman Name:			Time In:	0.00	Time Out:	
GERMAN LOPEZ			17.00	AIN	121	Debite II
Employee Name:	Job #:	Class:	1	OT Hrs:	2T Hrs:	Snim Hr
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GERMAN LOPEZ	24D 371	FOR	5%		-	
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						1
Subcontractors:	Job #:	Hours:	Work Perf	ormed:		
BALFOUR BEATTY						
			1			
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(IRF # 758)					716	
(IRF # 758)					7 1 -	+
(IRF # 758)					7 1 -	
(IRF#758) Materials, and/or PO's used:					714	
(IRF # 758)				Date:	24-2	



## PRECISION PLUMBING-MECHANICAL

5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

## DAILY WORK SHEET

Job Name: ROSP AVE. E.S. Balfour Beat	io				Date: 9-25-	.74
	TE					- 6-1
Foreman Name:		1000	Time In:	A . A	Time Out:	
German Lopez			7:00	AM		90 AN
Employee Name:	Job #:	Class:	Reg Hrs:	OT Hrs:	2T Hrs:	Shift Hrs
Connor O Grady	2412371	A	3			
German Lopez	24D371	F	3			
		1				
Precision Plumbing-Mechanical	Job #:	Hours:	Work Perl	formed:		
		1				
Description of Work Performed:	+10 11/2	l for a la	Incha	llala	hall t	talia.
Continued Working Outside on and hose bibb before penetrating to						MIR
						11 -
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existing 11/2" to feed the water 1	neater and	sealed	the h	sle		
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IRF#758)	E CARACTER OF STREET, S					
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Naterials, and/or PO's used:	Carl and Sugar					
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6'-11/2 P:PE						
Approved By: R. (MHB-HT MPS, NOL	6			Date: 9/	25/2	4
& NO COSTIMPLIED	Ų			<u></u>		



## #19014

## **PRECISION PLUMBING-MECHANICAL**

5350 GABBERT RD. MOORPARK, CA. 93021 PH: (805)-529-4748 FAX: (805)-529-5433 LICENSE #: 5338361

## INVOICE

TO:	Filbert Carbajal	SHIP TO:	Job #24D371	
	Balfour Beatty Construction			
	300 E. Esplanade Dr. #1120		BILLING #2	
	Oxnard, CA 93036			

JOB			Date	Subcontract #	
Rose A	venue Elementary School Reconstruction	Due Upon Receipt	10/18/2024	1565000	
QTY	DESCRIPTIC	N		PRICI	-
	Provide the labor and materials for water systewith commissioning.	em pressure testing	and coordination		
	Total cost to-date			\$	2,176.00
	Amount due			\$	2,176.00
			TOTAL COST	\$	2,176.00



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 B - Separate Domestic Water POC**

то:	Ruben Ruiz <b>(IBI Group)</b>	FROM:	Filbert Carbajal <b>(Balfour Beatty)</b> 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	04/20/2023	STATUS:	Open
LOCATION:	BUILDING B	DUE DATE:	04/28/2023
PROJECT STAGE:	3. Construction	COST CODE:	
SUB JOB:	001 Construction	SCHEDULE IMPACT:	Yes (Unknown)
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	22 10 00 - Plumbing
DRAWING NUMBER		REFERENCE:	
LINKED DRAWINGS			
RECEIVED FROM:			

COPIES TO:

### Question from Filbert Carbajal (Balfour Beatty) at 03:17 PM on 04/20/2023

Per City Comments, a separate meter and seperate piping will be needed for the cafeteria. However, the current domestic water install serves the kitchen, restrooms, water heater and drinking fountains. Please clarify how the separate POC is to serve the restrooms, water heater and drinking fountains.

#### Attachments:

Clara's Check List.pdf 22 05 00-2.0 Bldg B Plumbing Shop Drawings-RA (3).pdf

Awaiting an Official Response

#### All Replies:

A separate 1-1/2" domestic cold water line size to be extended from the new separate incoming 2" cold water line and connected to the 1-1/2" branch line serving the kitchen fixtures (see the clouded direction on the following plan at the end).

Hooshang Mozaffari, RA

April 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.

Provement Plans		01/31/23
Project Number	INIA	
NP21-05 Drawing Number HTE Number	-	
NOTE: Items marked with as X must be completed prior to issuance of a construction permit.		
Items that have initials next to them are considered complete.		
2 Provide the fill in CULDING S. D. FEE & CONVERTION		
2. Provide the following:	-	
a. "Construction Engineering Agreement" and "Employment Acknowledgement" forms     b. Certificate of Insurance acceptable to the City for \$1,000 construction		
b. Certificate of Insurance acceptable to the City for \$1,000,000 Liability, Auto and Workman's Compensation insurance with the City named as an additional statement.		
Compensation insurance with the City named as an additional insured Defails insurance on cover sheet and submit mylar originals		
Contact Lorraine Ebdon at (805) 385.7792		
5. Proof of annexation into Calleguas Water District		
	No.	
D P-7. S Copies of SWPPP or Local SWPPP (less than 1 acre) including State Water Pasources advanded acres	nt	
	int in the second secon	
9. Obtain approval of a revised Address Map (Contact Jessica Smith at (805) 385,8186)		
De		
CALLOS		
12. FIXTURE CALOS		
<b>□</b> 13.		
Dat 14.		
MAP AND EASEMENT ITEMS		
16. Provide the following:		
a. Detention Basin Agreement (Declaration of Restrictive Covenant)		
I hav b. <u>S/W</u> Easement		
am ta c. <u>WATENUNE</u> Easement Easement		
Signat G. G G. G G. G G.		
Print N METER VANIANCE LETTER PREP. MIT. METER VANIANCE LETTER POUD PREP. MIT. SEPANATE METER FOR FOUD PREP.		
Print N XII. SEPARATE METER FOR FOUND		
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atact I Form Revised Date: / / Date: / /		375
Date: / / Date: / /		1

In order for me to calculate final fees I will need to have an inventory of existing and proposed meters:

- 1. Provide the existing meter size and meter numbers and their use(landscaping, domestic, etc) for all existing service/meters
- 2. City Code requires that there be one meter per building. The water department will need to provide written approval for a variance from City Code.
- 3. You will need a separate landscaping meter, separate meter for the cafeteria, and one meter for regular domestic

The tapping cards that are being sent with the return review should be filled out with:
 \*Domestic Meter
 \*Cafeteria Meter
 \*Irrigation Meter
 \*Fireline Service(fire sprinkler system)

Please clarify if any existing meters will be reused, abandoned or to remain and for what purpose.



## Submittal #22 05 00-2.0 22 05 00 - Common Work Results for Plumbing

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 Plumbing Shop Drawings						
SPEC SECTION:	22 05 00 - Common Work Results for Plumbing	SUBMITTAL MANAGER:	Filbert Carbajal (Balfour Beatty)			
STATUS:	Submitted to AE	DATE CREATED:	10/19/2021			
ISSUE DATE:	11/8/2021	REVISION:	0			
RESPONSIBLE CONTRACTOR:	Boneso Brothers Construction (Aso Robles)	RECEIVED FROM:	Jared Murray			
RECEIVED DATE:		SUBMIT BY:	12/8/2021			
FINAL DUE DATE:	06/8/2022	LOCATION:				
SUB JOB:		COST CODE:				
APPROVERS:	Filbert Carbajal (Balfour Beatty), Sophia Limon (Ba	Ifour Beatty), Linda Iversen (I	BI Group), Ruben Ruiz (IBI Group)			
BALL IN COURT: Filbert Carbajal (Ba	lfour Beatty), Sophia Limon (Balfour Beatty)					
DISTRIBUTION:						
DESCRIPTION:						
ATTACHMENTS:						

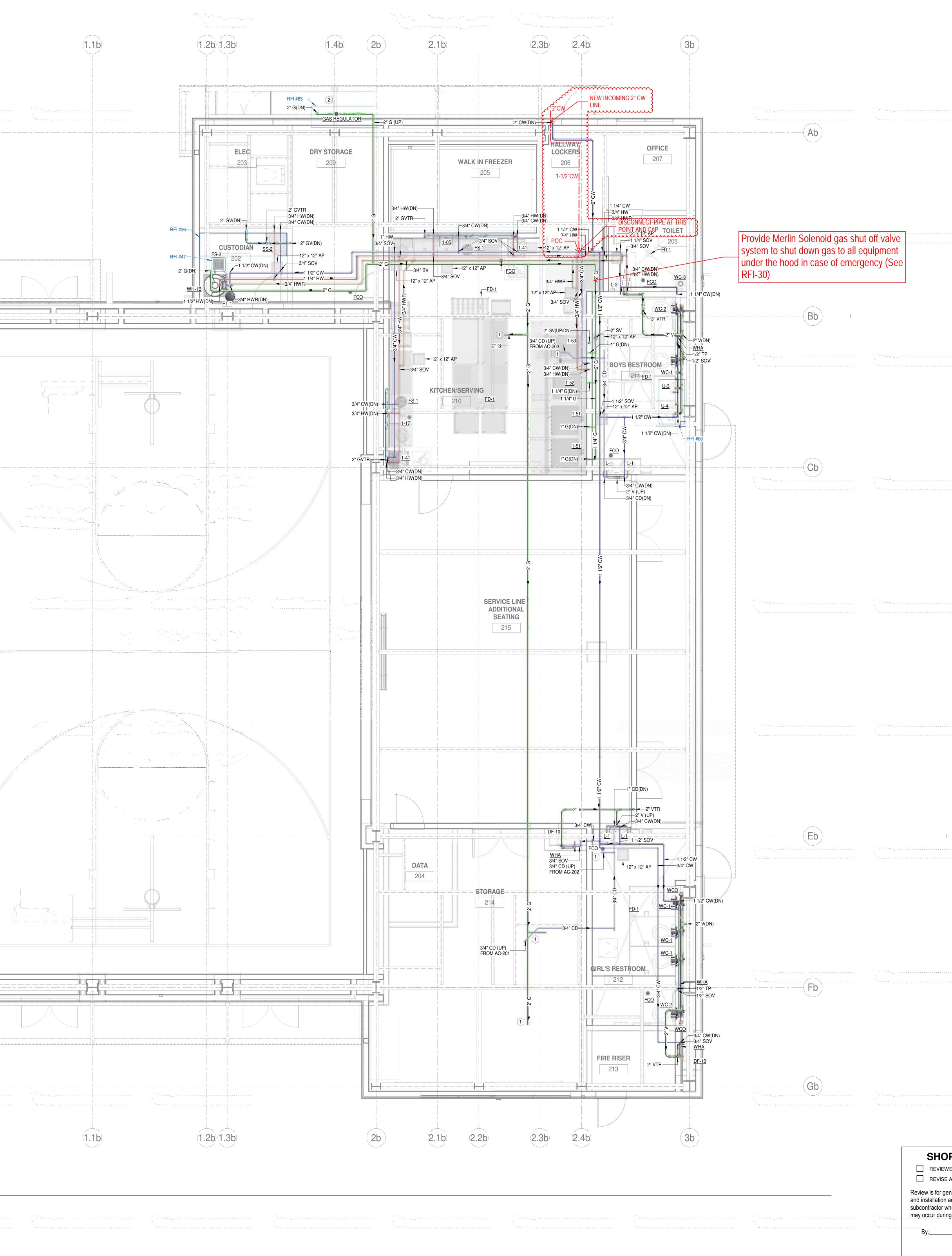
#### SUBMITTAL WORKFLOW

REVIEWER NAME	DUE DATE	RESPONSE DATE	RESPONSE	ATTACHMENTS	COMMENTS
Filbert Carbajal	5/24/2022		Pending		
Sophia Limon	5/24/2022		Pending		
Linda Iversen	6/8/2022		Pending		
Ruben Ruiz	6/8/2022		Pending		

Project Name Rose K-5		Balfou	ır Beatty
APPROVED		REJECTE	-
BY FCarbajal		DATE	5/24/2022
SUBMITTAL#	22 05 00-2.0	SPEC	22 05 00
This review is only for gen compliance. Corrections of review do not relieve Cont requirements of the plans dimensions and fabricatior	or comments made ractor/Subcontractor and specifications.	on these dr	awings during this bliance with the is responsible for a

NO EXCEPTION TAKEN	REJECTED
REVISE- NO RESUBMISSION REQUIRED	SUBMIT SPECIFIED ITEM
REVISE AND RESUBMIT	ACTION AS NOTED ON COMMENT SHEET
RELIEVE CONTRACTOR FROM COMPLIANCE SPECIFICATIONS. THIS REVIEW IS FOR GENE CONCEPT OF THE PROJECT AND GENERAL O IN THE CONTRACT DOCUMENTS. THE CONTR AND CORRELATING ALL QUANTITIES AND DIM	COMPLIANCE WITH THE INFORMATION GIVEN RACTOR IS REPONSIBLE FOR CONFIRMING WENSIONS; SELECTTING FABRICATION JOTION; COORDINATING HIS WORK WITH THAT
ROSHANIAN & ASS	SOCIATES, INC.
DATE: June 1, 2022	BY: Hooshang Mozaffari
1. Approved As No on all sheets.	ted. See comments

		Ab	
		Bb	
		Cb	
		Db	
		Eb	
		Fb	
		Gb	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
<pre>* * * * * * * * * * * * * * * * * * *</pre>	1. <sup>1</sup>	1 <u>FLOOR PLAI</u> 1/4" = 1'-0"	N - FIRST FLOOR



	***************************************	**	22 05 00 1.3-C.
	NOTES 1 Preliminary Gas and Drain positioning. Waiting for me	N S pipes echanical	CONSTRUCTION, INC. Lic.# 769190 Because you can't afford not to use us
	equipment submittals (2) Gas Assembly sizing per Addendum 1B		www.vec-us.com
			WE MAKE CONSTRUCTION EASY M KEYMAP: BUILDING B
			SHEET TITLE: SHOP DRAWING - BUILDING B - FIRST FLOOR
			OSE AVENUE
			ISTRUCTION OF R K-5 SCHOOI K-5 SCHOOI SHOP DRAWINGS - FLO 220 S. DRISKILL ST, OXNARD, CA 93030
······			NOOU NOOU NOODE:
a a a a a a a a a a a a a a			ABOVE GRADE   ABOVE GRADE   SW - COLD WATER - POTABLE   G - NATURAL GAS   HW - HOT WATER - POTABLE
		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	SS - SANITARY DRAINAGE SD - STORM DRAINAGE OD - STORM OVERFLOW DRAINAGE V - VENT HWR - HOT WATER RETURN D - DRAIN TP - TRAP PRIMER GW - GREASE WASTE GV - GREASE VENT BOP - BOTTOM OF PIPE
	SHEET NOTES         1       Sanitary Sewer Pipe > 4" = 1/8" /12" Slope U.N.         2       Sanitary Sewer Pipe < 4" = 1/4" /12" Slope U.N.	I.O.	I.E - INVERT ELEVATION         AP - ACCESS PANEL         SV - SOLENOID VALVE         BV - BALANCE VALVE         PROJECT INFO         DESIGNED: Designer         DRAWN: GA         REVIEWED: LS/JL         SCALE: 1/4" = 1'-0"         DATE: 01/24/22         JOB: 210140         FILES: RK5-BLDG_B-AR.rvt         RK5-BLDG_B-ST.rvt         NO.       DATE         REVISION DESCRIPTION         1       01/24/22
	NG / SUBMITTAL REVIE		JAK5-BLDG
VIEWED VISE AND RESUBMIT	REVIEWED WITH CHANGES NO     REJECTED		WENTARY
tion according to the pl	e with contract documents. Responsibility for fall lans and specifications will remain with the mec eneral contractor of any discrepancies or deviat	hanical	SHEET
	Date:		40 - ROSE
Boneso	b Brothers Construction, Inc.		NO.       DATE       REVISION DESCRIPTION         1       01/24/22       ISSUED FOR CONSTRUCTION         I       ISSUE

	Owner	Х	Oxnard School District
Contingency	Architect	Х	IBI Group
Draw	Contractor	Х	Balfour Beatty
Request (CDR)	PM	Х	CFW, Inc.

## CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St.		tion	Contingency Request #:		152 R1
	Oxnard, CA 93030		Date:	12-16-2024	
TO:	Oxnard School District 1051 South A. Street Oxnard, CA 93030				
The Contra	act is changed as follows:				
Provide I	at Event 303 - CDR 152 R1 - labor, material, and equipme ation of (2) light standards le	ent to install move the con	duits and a	dd pull boxes due to	\$ 2,461.00
	The cost of this work will b	e drawn from Contractor (	Contingency	<i>r</i> :	Approved by CFW
$\checkmark$	The cost of this work will b	e drawn from Project (E&0	O) Continge	ncy:	
	NOT VALID UNTIL	SIGNED BY THE OWNE	R/DISTRIC	T & CONTRACTOR	
CONTRAC Balfour Be		ARCHITECT IBI Group		PROGRAM MANAG CFW Group, Inc.	ER
ву:	afael flamills	_By :		_ Ву:	
Date:	2024-12-16	Date: <u>12/17/2024</u>		_ Date:	

OWNER - Oxnard School District

By : \_\_\_\_\_ Date: \_\_\_\_\_

## **CHANGE ORDER REQUEST (COR)**

Owner:	Oxnard School District		Date:	1:	2-16-2024
Permit Number:	DSA# 03-119284		Change Event No.:		303
Project Name:	Rose Ave. K-5 Reconstruction				
Project Number:	15650001				
<b>To:</b> (Program Manager)	Gerald Schober - CFW		Contract Number:	Р	22-01685
<b>From:</b> (Contractor or Design)	Balfour Beatty		Task Order Number:		n/a
The following is an	n itemized QUOTATION regarding requester	d modifications	s to the contract doc	uments	
Description of Work:					
standards located in the Eas	equipment to install move the conduits and the Parking Lot per RFI 398.	-		ion of (2	) light
A. Subtre Contractor s C	ost (includes Sublici Contractor Over in	s s	-		
		\$ \$	_		
		\$	-		
		Ŷ	Subtotal A:	\$	-
B. Subcontractor's Cost (	includes Subcontractor Overhead & Pro	fit NTE 15%)		4	
Taft Electric (Labor)		\$	2,461.00		
			Subtotal B:	\$	2,461.00
C. General Contractor's (					
	supporting documentation.)	\$	-		
Taxes at 9.5% of Mater		\$	-		
Labor (includes Fringe		\$	-		
•	rances at 9.5% of Labor		ncluded above		
Construction Equipmer	nt (see attached supporting documentation)	\$	-		
			Subtotal C:	*	-
D. General Contractor's		* N/A for Cor	tingency Draw Req	uests	
Overhead & Profit 5%		,			
Overhead & Profit 5%		n/a			
Overhead & Profit 10%	o of Subtotal C	\$	-		
E D J ( 1 70/			Subtotal D:	¢	
E. Bond at 1.5%			Subtotal E:	\$	-
	Grand Total = (A + B + C + D + E)			\$	2,461.00

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 flamille

2024-12-16

Signature

Date

## Carbajal, Filbert

From:	Gerald Schober <gschober@cfwinc.com></gschober@cfwinc.com>
Sent:	Sunday, August 18, 2024 16:46
То:	Carbajal, Filbert
Cc:	Kuykendall, Dennis; Alamillo, Rafael; Garcia, Alex; Ruiz, Ruben; Timhoyt5@yahoo.com
Subject:	RE: Disputed CDR Meeting / Offsite Proposal Submission

## External Email

Rafael

I had a meeting with both Ruben and Tim on the CDR requests.

32 and 122 are rejected. 185 is accepted in the amount of \$4543. The offer on 152 is \$2461. Please advise.



Gerald Schober Vice President, Implementation Services Caldwell Flores Winters, Inc. 521 N. 1st Avenue, Arcadia, CA 91006 Office: (626) 829-8300 Direct: (626) 829-8701 gschober@cfwinc.com www.cfwinc.com

From: Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>
Sent: Monday, August 12, 2024 5:58 PM
To: Gerald Schober <gschober@cfwinc.com>
Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>;
Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
Subject: RE: Disputed CDR Meeting / Offsite Proposal Submission

Gerald,

As requested per today's meeting, please see the following:

- CDR 032 CE 056 RFI 147 Bldg B Widen Footing & Added Welded Rebar
   Resent CDR for your review
- CDR 152 CE 303 East Parking Lot Light Standard Relocation Detail
  - Copy of notification of cost and schedule impact is provided refer to attached *Letters & Directives #59 RFI 398 East Parking Lot Light Standard Relocation Detail.pdf*
- CDR 185 CE 356 ASI 33 Deletion of Door Graphics
  - o Credit provided for the deletion of door graphics
- CDR 122 CE 174 Signage Subcontractor
  - Bid comparison of both scope gap and cost difference is provided refer to attached *Bid Comparison* Signage 2024-08-12.pdf

Let me know if you have any questions.

Thank you,

### **Filbert Carbajal**

Project Engineer | Balfour BeattyC: 805-266-1052E: fcarbajal@balfourbeattyus.com | www.balfourbeattyus.com

## **Balfour Beatty**



-----Original Appointment-----

From: Alamillo, Rafael <<u>RAlamillo@Balfourbeattyus.com</u>>
Sent: Monday, August 5, 2024 17:05
To: Alamillo, Rafael; Gerald Schober; Carbajal, Filbert; Garcia, Alex
Cc: Kuykendall, Dennis
Subject: Disputed CDR Meeting / Offsite Proposal Submission
When: Monday, August 12, 2024 09:00-10:00 (UTC-08:00) Pacific Time (US & Canada).
Where: Microsoft Teams Meeting

## Microsoft Teams Need help?

## Join the meeting now

Meeting ID: 221 751 796 58 Passcode: bMy59g

## Dial in by phone

<u>+1 469-480-3929,,739991740#</u> United States, Dallas <u>Find a local number</u> Phone conference ID: 739 991 740#

### Join on a video conferencing device

Tenant key: <u>638509296@t.plcm.vc</u> Video ID: 116 972 543 6 <u>More info</u>



## CHANGE ORDER REQUEST

### COR #026 East parking lot Light Relocation RFI#398

То:	Raphael Alamillo Project Manager Balfour Betty 300 E. Esplanade Drive #1120 Oxnard, CA 93036	From: Phone: Email:	Tim Harris Project Manager (805) 320-1623 <u>tharris@taftelectric.com</u>
Phone: Email: CC:	(805) 206-8614 RAlamillo@balfourbettyus.com	Date Issued:	12-20-23
		Requested Amount:	\$ \$4,927.00

The change in scope for the amount requested above is as follows:

#### COR #026

Per RFI #398, The standards were shifted to the east. This will put the bases right on low voltage duck bank. We had to move the conduits and add pull boxes due to this.

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:

Date

Raphael Allamillo Project Manager Balfour Betty Corporation Date

## TAFT ELECTRIC CHANGE ORDER REQUEST

COR DESCRIPTION:

East parking lot light	pole relocation CE#163
East parking lot light	

TAKE OFF				
DESCRIPTION		MATERIAL	HOURS	
Conest		\$508.00	0.00	
		\$0.00	0.00	
		\$0.00	0.00	
		\$0.00	0.00	
		\$0.00	0.00	
		\$0.00	0.00	
		\$0.00	0.00	
		\$0.00	0.00	
		\$0.00	0.00	
		\$0.00	0.00	
		\$0.00	0.00	
		\$0.00	0.00	
		\$0.00	0.00	
		\$0.00	0.00	
		\$0.00	0.00	
	TOTAL	\$508.00	0.00	

	TAKEOFF MATERIAL	
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	\$15.24
9.25%	SALES TAX	\$48.40
3.00%	MATERIAL HANDLING	\$17.15
0.00%		\$0.00
	SUBTOTAL MATERIAL	\$588.79
15.00%	OVERHEAD & PROFIT	\$88.32
	TOTAL TAKEOFF MATERIAL	\$677.11

	QUOTED MATERIAL	
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$0.00
9.25%	SALES TAX	\$0.00
0.00%	MATERIAL HANDLING	\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL QUOTES	\$0.00

	SUBCONTRACTORS	
VENDOR	DESCRIPTION	AMOUNT
TENDOR	DECONTINUE	
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL SUBCONTRACTS	\$0.00

L	LABOR EXPENSES											
TYPE	HOURS	RATE	AMOUNT									
Reg Shift Foreman	6.00	\$95.25	\$571.50									
Full OT Foreman	0.00	\$138.97	\$0.00									
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	14.00	\$84.29	\$1,180.06									
Full OT JW	0.00	\$126.43	\$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%	19.00	\$72.60	\$1,379.40									
Full Apprentice OT	0.00	\$103.42	\$0.00									
0.00%	-		\$0.00									
0.00%			\$0.00									
	SUBTOT	AL LABOR	\$3,130.96									
15.00%	OVERHEAD	& PROFIT	\$469.64									
	тот	AL LABOR	\$3,600.60									

	DIRECT JOB EXPENSES	
%	DESCRIPTION	AMOUNT
2.00%	AS BUILTS / O&M'S	\$85.55
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
3.00%	TOOLING RENTAL	\$351.00
0.00%	Roto Hammer	\$0.00
3.00%	Fuel Surcharge	\$128.33
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%	WARRANTY	\$0.00
0.00%		\$0.00
	SUBTOTAL DJE	\$564.89
15.00%	<b>OVERHEAD &amp; PROFIT</b>	\$84.73
	TOTAL DIE	¢0.40.00
	TOTAL DJE	\$649.62

	CHANGE REQUEST SUMMARY											
	TAKEOFF MATERIAL	\$677.11										
	QUOTED MATERIAL											
	SUBCONTRACTORS											
	LABOR EXPENSES	\$3,600.60										
	DIRECT JOB EXPENSES	\$649.62										
	SUBTOTAL CHANGE REQUEST	\$4,927.33										
0.00%	Bond	\$0.00										
C	CHANGE PROPOSAL TOTAL \$4,92											

Rose Ave Elementary	JOB#	22-2338

TEC COR#: 26 CUST RFP#: CE#163 DATE: 12/20/2023



#### Takeoff

lor: COST		Labor Level: LABOR 3						
jion: COR-(	026 EAST PARKIN	g lot f	RELOCATION					
Item #	Qty U/M	Q/M	Size	Description	Material Unit	Material Result		
23	6.00	М		1" OCAL 90 SWEEPS	7.5900	45.54		
40032	2.00 EA	М	QUART	PVC (GLUE) CEMENT	23.0114	46.02		
10059	80.00 FT	М	1	PVC SCH 40	1.8129	145.03		
30002	4.00 EA	М	1	GRC COUPLING	8.8248	35.30		
30302	6.00 EA	М	1	PVC FEMALE ADAPTER	0.9334	5.60		
30290	6.00 EA	М	1	PVC MALE ADAPTER	0.8312	4.99		
24	3.00	М		OLD CASTLE G05-T BOX	75.2900	225.87		
					Phase Totals:	508.35		
					Job Totals:	508.35		

Taft Electric Company	1694 Eastman Avenue	<b>Phone:</b> 805-642-0121
	Ventura, CA 93003	Web: www.taftelectric.com

Dates	6/23/23/	6/26/2023	6/27/2023									TOTAL
GF												
F	3	3	1	7								
J	12	4	1	17								
A	7	4	1	12								
				36								
GF OT												
F OT												
J OT												
A												
GF DT												
F DT												
J DT												

				99-019-01
TIME & MATERIALS INVOICE				Balfour Beatty
Rose Ave. Elementary School				Construction
220 South Driskill Street, CA 93030				obiolideron
Bill To				Totals
Customer Name	Oxnard Sc	chool District		Mater
Project Name	19 C	Elementarty Schoo	l -15650001	Labor
Cost Event Number	<u>CE 016</u>	53-INT		Invoic
Equipment				
Equipment Description	Quantity	Cost Per Item	Total	Notes
GENERATOR	1			
1GAL FUEL	1			
		-		
TOTAL			0	
Locasesso				
Labor				1
Labor Description	Quantity	Cost Per Item	Total	Notes
JOSHUA JAMES	1		8HRS	JOURNEYMAN
ROBERT HERRERA	1		4HRS	JOURNEYMAN
	1		7HRS	4TH YEAR APPRENTICE
BRIAN BROOKS	1			
RON FRANCO			3HRS	MANAGE / WRITE UP
LIGHT STANDARD LOCATION N	NOVED	TNIO TOM	VOLIAGE	DUCI BANK. POWER
HAD TO BE EXPOSED IN THE	DUCT	BANK WITH	I SLURRY	. ONCE EXPOSED PVC WAS
CUT BACK AND RIGID 90* WI	RE IN	STALLED.	DUE TO	CONDUITS ORIGINAL
PATHWAY THE CONDUITS DO 1	OT EN	TER THE I	IGHT BA	SE. A BOX WILL BE ADDED
AND A NEW CONDUIT SWEEPW				
AND A NEW CONDULT SWEEPW.				
	-			
TOTAL		1		2

\*

Material					
Material Description	Quantity	Cost Per Item	Total	Notes	
1" OCAL 90* SWEEPS	4				
1 QUART PVC GLUE	1				
1" PVC CONDUIT	20'				
TOTAL				0	

Quantities verified by: RON FRANCO

Date Work Performed: 6-23-2023

DSA IOR

Submitted by:

**Balfour Beatty** 

7

				99-019-02
TIME & MATERIALS INVOICE				Balfour Beatty
Rose Ave. Elementary School				Construction
220 South Driskill Street, CA 93030				oonstruction
Bill To				Totals
Customer Name	Oxnard Sc	chool District		Mater
Project Name	Rose Ave	Elementarty Schoo	ol -15650001	Labor
Cost Event Number	CE 010	53-INT		Invoic
Equipment Equipment Description	Quantity	Cost Per Item	Total	Notes
Equipment Description	Quantity	cost Per item	Total	ivotes
	-			
TOTAL			0	
Labor			L	
Labor Description	Quantity	Cost Per Item	Total	Notes
ROBERT HERRERA	1		4HRS	JOURNEYMAN
BRIAN BROOKS	1		4HRS	4TH YEAR APPRENTICE
RON FRANCO	1		3HRS	MANAGE / WRITE UP
LIGHT STANDARD LOCATION	MOបរចាប		VOLUNACE	DIICT BANK THE WAY
DATA CONDUITS WERE LOCAT				
RISERS INSIDE OF THE POLE	E. HAD	TO COMPI	ETE THI	S WORK WITH CAGE AND
SONO TUBE INSTALLED.				
	1			
	-			
TOTAL				

\*

Material Description	Quantity	Cost Per Item	Total	Notes
1" OCAL 90* SWEEPS	2			PRE-FABED 1" X 6' SWEEP
1 QUART PVC GLUE	1			
1" PVC CONDUIT	20'			
1" OCAL COUPLING	4			
1" PVC	40'			
1" PVC FEMALE ADAPTER	6			
1" MALE ADAPTER				
TOTAL				0

Quantities verified by: RON FRANCO

Date Work Performed: 6-26-2023

DSA IOR

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Submitted by:

**Balfour Beatty** 

				99-019-03
TIME & MATERIALS INVOICE				Balfour Beatty
lose Ave. Elementary School				Construction
20 South Driskill Street, CA 93030				ounarideation
Bill To				Totals
Customer Name	Oxnard Sc	chool District		Mater
Project Name	Rose Ave	Elementarty Scho	ol -15650001	Labor
Cost Event Number	CE 01	63-INT		Invoic
Equipment	0	Contraction	Tabal	Netez
Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL				0
Labor				
Labor Description	Quantity	Cost Per Item	Total	Notes
ROBERT HERRERA	1		1HRS	JOURNEYMAN
BRIAN BROOKS	1		1HRS	4TH YEAR APPRENTICE
RON FRANCO	1		1HRS	MANAGE / WRITE UP
DIG OUT AND INSTALL HAN	ND HOLE	BOX FOR	POWER,	AND GROUND CONDUIT
RISERS. THIS INSTALL IS	S ONLY F	OR THE S	OTHERN	POLE IN FRONT OF
BUILDING C NORTH ELECTR	LIC ROOM			
TOTAL				0

×

	Quantita	Cont Day Horse	Trant	Neter	
Material Description	Quantity	Cost Per Item	Total	Notes	
OLD CASTLE BOX G05-T	2				
TOTAL				0	

Quantities verified by: RON FRANCO

Date Work Performed: 6-27-2023

DSA IOR

Submitted by:

**Balfour Beatty** 

7

				99-019-03	
TIME & MATERIALS INVOICE				<b>Balfour Beatty</b>	
Rose Ave. Elementary School				Construction	
220 South Driskill Street, CA 93030				onardoron	
Bill To				Totals	
Customer Name	Oxnard So	chool District		Mater	
Project Name	Rose Ave Elementarty School -15650001			Labor	
Cost Event Number	CE 0163-INT			Invoic	
Equipment	Quantity	Cost Per Item	Total	Notes	
Equipment Description	Quantity	Cost Per item	TOLAI	Notes	
			-		
			-		
TOTAL				0	
Labor			L		
Labor Description	Quantity	Cost Per Item	Total	Notes	
ROBERT HERRERA	1		1HRS	JOURNEYMAN	
BRIAN BROOKS	1		1HRS	4TH YEAR APPRENTICE	
RON FRANCO	1		1HRS	MANAGE / WRITE UP	
DIG OUT AND INSTALL HAN	D HOLE	BOX FOR	POWER		
THIS WAS FOR THE NORTH	POLE TH	AT WAS R	ELOCATE	D. WORK COMPLETE.	
TOTAL	-			0	

\*

Material Description	Quantity	Cost Per Item	Total	Notes	
		Cost Per Item	TOLA	notes	
OLD CASTLE BOX G05-T	1				
6					
TOTAL	0			0	

Quantities verified by: RON FRANCO

Date Work Performed: 6-27-2023

DSA IOR

Submitted by:

**Balfour Beatty** 

7

## Carbajal, Filbert

From:	Alamillo, Rafael
Sent:	Monday, August 12, 2024 15:42
То:	Carbajal, Filbert
Cc:	15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-
	reconstruction@procoretech.com
Subject:	FW: New Letters & Directives - No.59: RFI 398 East Parking Lot Light Standard
	Relocation Detail

### **Rafael Alamillo**

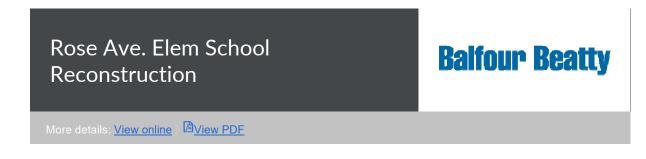
Senior Project Manager | Balfour Beatty O: 805.9831558 | C: 805.2087462 E: ralamillo@balfourbeattyus.com | www.balfourbeattyus.com 300 E Esplanade Drive, Suite #1120, Oxnard, CA 93036

### **Balfour Beatty**



From: Filbert Carbajal (Balfour Beatty) <Balfour\_Beatty@procoretech.com>
 Sent: Tuesday, August 15, 2023 10:44 AM
 To: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>

Subject: New Letters & Directives - No.59: RFI 398 East Parking Lot Light Standard Relocation Detail



From:	Filbert Carbajal (Balfour Beatty)
Date:	Tuesday, August 15, 2023 at 10:43 am PDT
Sent To:	Michael Brewer (CFW, Inc.) Dana Miller (Oxnard School District)
CC:	Rafael Alamillo (Balfour Beatty) Filbert Carbajal (Balfour Beatty)

Attachments:	Alex Garcia (Balfour Beatty) Ivan Hurtado Vazquez (Balfour Beatty) Dennis Kuykendall (Balfour Beatty) None
Attachiments.	
Sent from Procore	
DETAILS	
Number:	59
Title:	RFI 398 East Parking Lot Light Standard Relocation Detail
Status:	Open
Created By:	Filbert Carbajal (Balfour Beatty)
Created At:	Tue Aug 15, 2023 at 10:43 am PDT
Issued On:	Tue Aug 15, 2023 at 10:43 am PDT
Attachments:	RFI 398 East Parking Lot Light Standard Relocation RA (1).pdf

More details: <u>View online</u> <u>View PDF</u>

wered By <u>Procore | support@procore.com | https://support.procore.com</u>

# **Balfour Beatty**

June 23, 2023

Dana Miller Oxnard School District 1055 South C St. Oxnard, California 93030

# Re: **RFI 398: East Parking Lot Light Standard Relocation Detail** Project: Rose Ave. Elem School Reconstruction

Dear Dana Miller:

Re: Rose Ave K5 Reconstruction - Changes in Work Notification

Dear Mr. Miller,

This is formal notification to Oxnard School District (District) in accordance with General Conditions 00700, Article 9.6, "Contractor Notice of Changes" in work for the Construction Services Agreement #17-158. The response to RFI 398: East Parking Lot Light Standard Relocation Detail DATED June 22, 2023 has a Cost and Schedule Impact and will be further evaluated and provide justifiable back-up for the change in work at a future date.

Please feel free to reach out to me for any questions.

Sincerely, Balfour Beatty Construction, LLC

Rafael Alamillo

Cc: Michael Brewer, CFW



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

# **East Parking Lot Light Standard Relocation**

TO:	Ruben Ruiz <b>(IBI Group)</b> Linda Iversen <b>(IBI Group)</b>	FROM:	Ivan Hurtado Vazquez <b>(Balfour Beatty)</b> 300 E. Esplanade Drive #1120 Oxnard, California 93036		
DATE INITIATED:	06/22/2023	STATUS:	Open		
LOCATION:	EXTERIOR	DUE DATE:	06/29/2023		
PROJECT STAGE:	3. Construction	COST CODE:			
SUB JOB:	001 Construction	SCHEDULE IMPACT	F: No		
COST IMPACT:	No	SPEC SECTION:	26 50 00 - Lighting		
DRAWING NUMBER	:	REFERENCE:			
LINKED DRAWINGS	:				
RECEIVED FROM: Jeff Murray (Inland Building Construction Companies )					

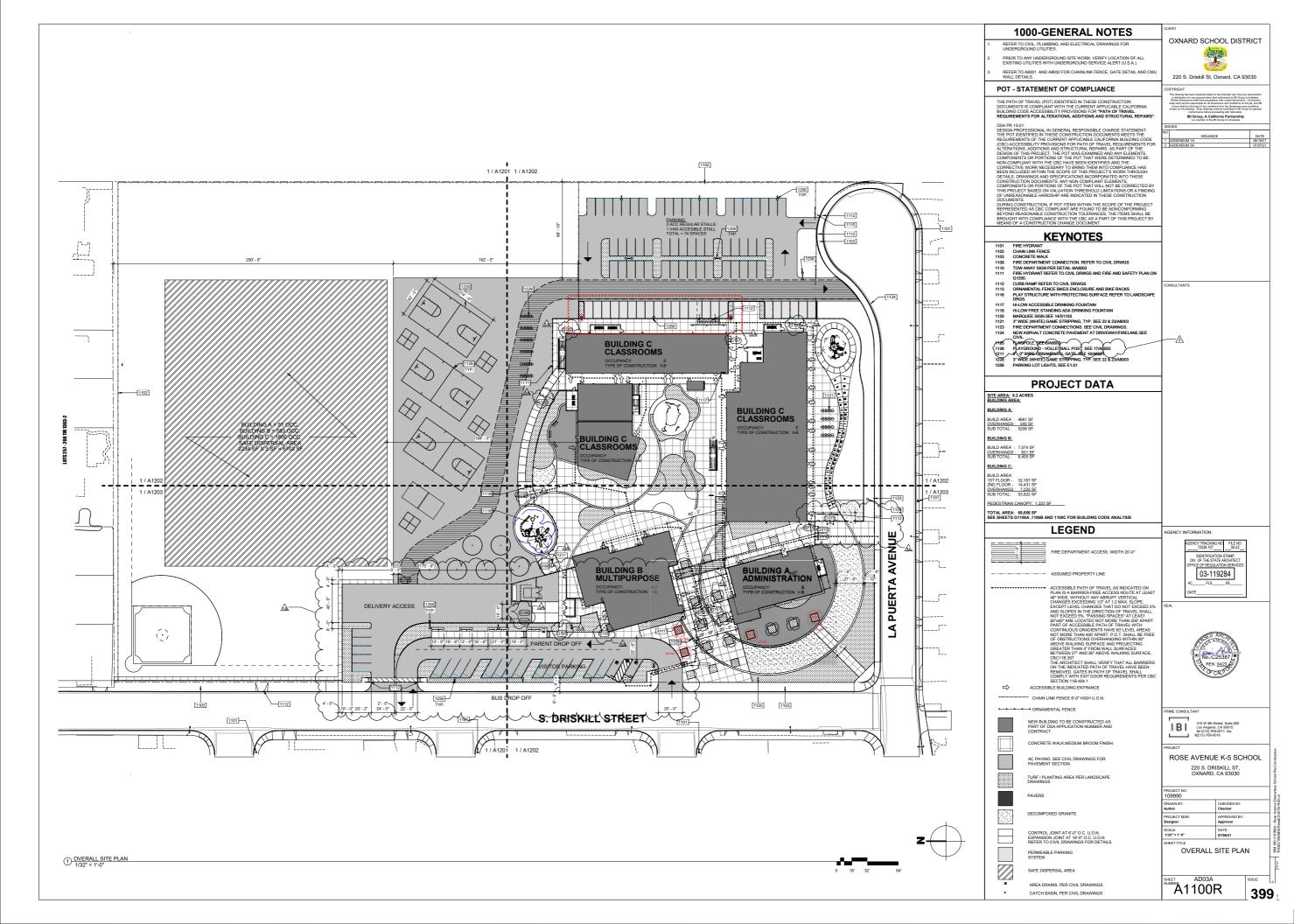
COPIES TO:

# Question from Ivan Hurtado Vazquez (Balfour Beatty) at 10:34 AM on 06/22/2023

Per OAC Meeting on 6/21/23, it was discussed that due to the light standard on the southern location, which was originally placed on the curb ramp as shown in the attached document, it was decided to be moved 6" from Curb's face and placed in the planter box area. As a result to make it symmetrical with the north light standard it also got relocated as well. Provide confirmation that this is acceptable.

Awaiting an Official Response

The relocation is Confirmed Bahram Roshanian 6/22/2023



	Owner	Х	Oxnard School District
Contingency	Architect	Х	IBI Group
Draw	Contractor	Х	Balfour Beatty
Request (CDR)	PM	Х	CFW, Inc.
-			

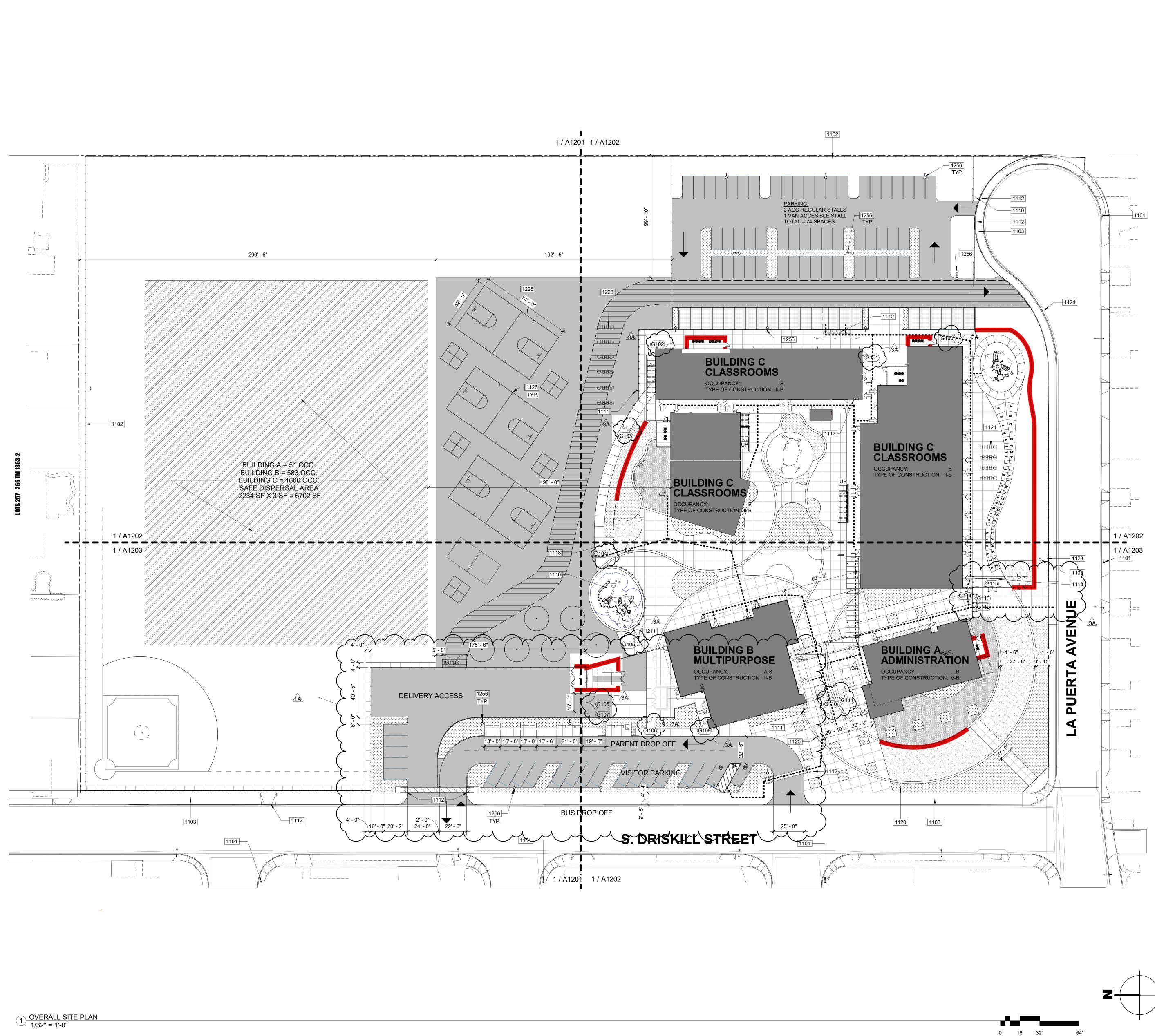
# **CONTINGENCY DRAW REQUEST**

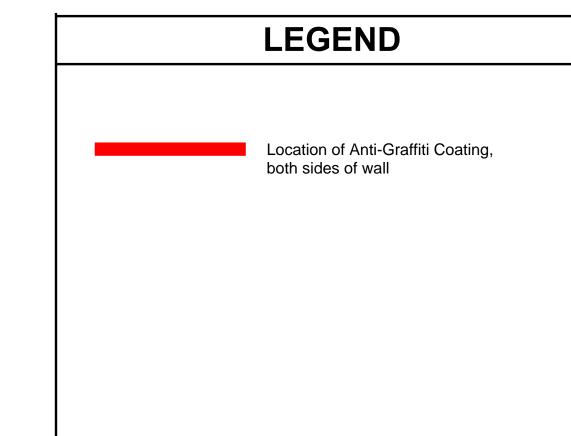
PROJECT		Ave. K-5 Reconstruction	Contingen	cy Request #	:	180 R	2
		ast Driskill St. rd, CA 93030	Date:	12-5-2024			
TO:	1051	rd School District South A. Street rd, CA 93030					
The Contra	act is c	hanged as follows:					
Ref. Cos	t Even	t 346 - CDR 180 R2 - RFI 558 Anti-Graffiti Coa	ating				
<ul> <li>Provide labor, materials and equipment to perform surface preparation of the designated surfaces as follows: <ul> <li>Masking surfaces not intended for paint.</li> <li>Pressure Washing</li> </ul> </li> <li>Application to walls per plans as follows: <ul> <li>Micro-seal (One Coat on both side of the wall)</li> <li>VG Silicone Esto (3 coat application on top caps)</li> <li>Iso Free VG Non Sac (One Coat on both side of the wall)</li> </ul> </li> </ul>					\$	38,410.00	
opposite		recommends adding on both sides in order to a See attached exhibit for wall to receive the			on from		
	The c	Please provide mock-up for owner review ost of this work will be drawn from Contractor (	Contingency				
		ost of this work will be drawn from Project (E&					
		NOT VALID UNTIL SIGNED BY THE OWNE	R/DISTRIC	T & CONTR	ACTOR		

CONTRACTOR ARCHITECT PROGRAM MANAGER **Balfour Beatty IBI Group** CFW Group, Inc. ael flamilles \_\_\_\_\_ Ву: \_\_\_\_\_ By: Ву : \_ Date: 12/18/2024 Date: \_\_\_\_\_ Date: 2024-12-05

**OWNER - Oxnard School District** 

By : \_\_\_\_\_ Date: \_\_\_\_\_





# **CHANGE ORDER REQUEST (COR)**

Owner:	Oxnard School District		Date:	1	12-5-2024
Permit Number:	DSA# 03-119284	(	Change Event No.:		346
Project Name:	Rose Ave. K-5 Reconstruction				
Project Number:	15650001				
To: (Program Manager)	Gerald Schober - CFW		Contract Number:	F	22-01685
From: (Contractor or Design)	Balfour Beatty	Т	ask Order Number:		n/a
The following is a	In itemized QUOTATION regarding requeste	d modifications	s to the contract do	cument	s
Description of Work:					
Provide labor, materials an - Masking surfaces not - Pressure Washing Application to walls per pla - Micro-seal (One Coat - VG Silicone Esto (3 c - Iso Free VG Non Sac *Manufacturer recommend A. Subtier Contractor's C	ans as follows: on both side of the wall) coat application on top caps) (One Coat on both side of the wall) s adding on both sides in order to avoid mo <b>Cost (includes Subtier Contractor Overhe</b>	isture penetration ad & Profit 1 \$ \$ \$	on from opposite si 0%) - - - Subtotal A:	de.	-
B. Subcontractor's Cost Premier Drywall CAM Painting	(includes Subcontractor Overhead & Pro	ofit NTE 15%) \$ \$	46,575.00 (8,164.80)		
			Subtotal B:	\$	38,410.20
Taxes at 9.5% of Mate Labor (includes Fringe Payroll Taxes and Insu	supporting documentation.)	\$ \$ \$	- - included above - Subtotal C:	S	
<ul> <li>D. General Contractor's Overhead &amp; Profit 5% Overhead &amp; Profit 5% Overhead &amp; Profit 10%</li> <li>E. Bond at 1%</li> </ul>	of Subtotal B	* N/A for Cont n/a \$	Subtotal C: tingency Draw Req - Subtotal D: Subtotal E:	uests	-
	Grand Total = (A + B + C + D + E)			\$	38,410.00

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Rafael flamille

2024-12-05

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**

То:	Rafael Alamillo		
Company:	Balfour Beatty	Fax:	
From:	Usvaldo Cardenas	Date:	12/4/2024
Project:	Rose Avenue K-5 School	Page:	2
CE#69	Description Of Work: . Innovation Paint Proposal #24-1303	-	

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: . Innovation Paint Proposal #24-1303

Labor:	\$ 40,500.00
Materials & Equip:	\$ -
Overhead/Profit 15%:	\$ 6,075.00

Total Amount: \$ 46,575.00

\*Please sign and fax back to continue with material order\*

For which an add of **\$ 46,575.00** is made to contract price and an additional (0) work day(s) is added to scope.

CHANGE AUTHORIZED BY: Signed

Dated

CONFIDENTAL

PRIME CONTRACTORS:		Balfour Bea	tty			Project #5390	Rose Avenue K-5 School			12/4/2024				
Description Of Work: . Innovation Paint Propos	sal #24-1303	per email an	d direction by	y Balf	our Bea	tty.								
	Hours	Daily		1	ended	2			# of	Labor	Hourly		E	xtended
		Rate	Days	Am	ounts				hours	Class	Rate		A	mounts
All Terrain Scissor Lift		175.00	0	\$	-						REG.	O.T		
BOOM LIFT		180.00	0	\$	-		Labo	)r						
19' SCISSOR LIFT		95.00	0	\$	-									
FORKLIFT		250.00	0	\$	-				-	Foreman	\$ 85.63		\$	_
PLASMA CUTTER		35.00	0	\$	-				-	Taper	\$ 82.63		\$	-
MIG WELDER		280.00	0	\$	-				-	Framer	\$ 82.63		\$	-
COMPANY TRUCK		150.00	0	\$	-				-	Hanger	\$ 82.63		\$	-
									-	Laborer	\$ 82.63		\$	-
							Innovation Painting Co		1	Proposal	\$ 40,500.00		\$	40,500.00
									-				\$	-
													\$	-
			<b>SUB TOTAL</b>	\$	-									
													\$	40,500.00

Material	Quantity	Unit No.	Total
		Total	\$0.00

CE#69

Equipment & Materials Cost 8.75% tax on Material & equipment Total Material, & Equipment Cost Total Labor Cost Labor & Material Subtotal Cost 15% Profit & Overhead Sub total Cost

Total Cost



	А	\$ -
nt	В	\$ -
t	С	\$ -
	D	\$ 40,500.00
	Е	\$ 40,500.00
	E	\$ 6,075.00
	G	\$ 46,575.00
	Ι	\$ 46,575.00

INNOVATION PAINTING INC 1353 E 7th St, Ontario, CA 91764 Tel (818) 648-7259 Email: Innovationpaintinginc19@gmail.com CSLB License No.1051191 DIR#1000671282

# **PROPOSAL: 24-1303**

Proposal Submitted	JOB NAME/NO.		
	Rose Ave ES – Anti Graffiti Sealer		
Balfour Beatty			
	LOCATION		
Attn: Rafael Alamillo	Rose Ave ES		
	Phone	DATE	
	(805)208-7462	11/14/24	

The Work to be done Includes furnishing all labor, tools and all other necessary equipment, supplies and services to perform a complete and thorough job of the designated surfaces for the above project.

• Surface preparation to include masking surfaces not intended for paint.

•Pressure Washing

Application to walls per plans as follows:

- •Micro-seal (One Coat on both side of the wall)
- •VG Silicone Esto (3 coat application on top caps)
- Iso Free VG Non Sac (One Coat on both side of the wall)

\*Manufacturer recommends adding on both sides in order to avoid moisture penetration from opposite side. Refer to emails on pages 7-9

Alternate 1: Additional Coat of Micro Seal on the 1 side of the wall (Credit \$5,600.00)

Alternate 2: Additional Coat of Iso Free VG on the 1 side of wall (Credit \$5,000.00)

WE PROPOSE hereby to furnish material, labor and equipment - complete in accordance with these specification	, for the
sum of:	

	Forty Thousand Five Hundred Dollars	\$40,500.00	
VOLNET 20			-

Payable as follows: NET 30

ACCEPTANCE OF PROPOSAL – The prices, specifications and conditions are satisfactory and are hereby accepted. You are Authorized to do the work as specified. Payment will be made as outlined above.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All

Authorized Signature Jose Barraza

NOTE: This proposal may be withdrawn

# **INNOVATION PAINTING INC**

1353 E 7th St, Ontario, CA 91764

Tel (818) 648-7259 agreements contingent upon strikes, accidents or delays beyond our control. Towner to construct the construction of the processary insufables townworkers 1951 fully covered 10606 Workshen's Compensation Insurance.

Signature \_\_\_\_\_ Date \_\_\_\_\_

By us if not accepted within \_\_\_30\_ days.

Signature \_\_\_\_\_ Date \_\_\_\_\_

# **Carbajal, Filbert**

From:	CAM Painting, Inc. <campainting@sbcglobal.net></campainting@sbcglobal.net>
Sent:	Friday, November 15, 2024 06:56
То:	Alamillo, Rafael
Cc:	Carbajal, Filbert; Garcia, Alex
Subject:	Decision Required on Wall Sealing Material and Associated Costs
Attachments:	(4,501 unread) - campainting@sbcglobal.net - AT&T Yahoo Mail.pdf; (4,519 unread) -
	campainting@sbcglobal.net - AT&T Yahoo Mail.pdf

# External Email

Please be advised that the manufacturer of Rainguard does not recommend sealing only one side of the wall. Refer to the attached email for further details.

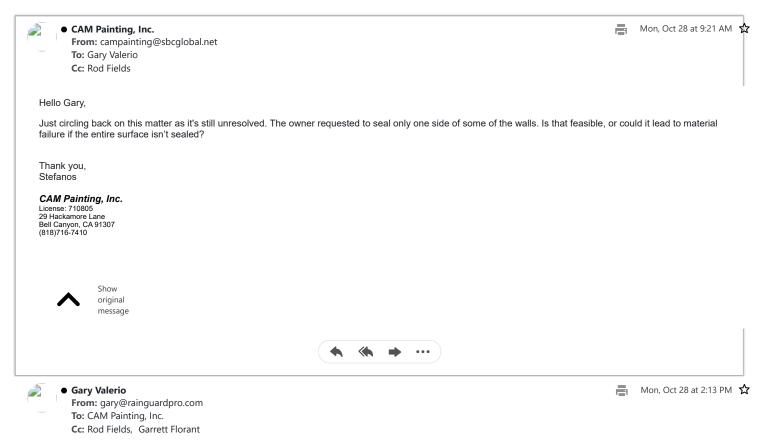
Additionally, CAM has submitted Rainguard as a product that meets the specifications. The requirements do not explicitly mandate the use of PROSOCO, as per the latest request from the AOR. It is also important to highlight that PROSOCO does not provide a warranty for graffiti control, offering only water-repellent coverage, something we have achieved with Rainguard material and the samples we performed.

If PROSOCO material is selected, we must account for all associated costs, including performing samples, remobilization costs. Furthermore, waivers will be required for the absence of warranty coverage for the graffiti control.

This matter requires an urgent decision from BBC and the Owner, as we continue to incur additional costs due to ongoing delays.

Please advise on how you wish to proceed.

**CAM Painting, Inc.** License: 710805 29 Hackamore Lane Bell Canyon, CA 91307 (818)716-7410



#### Hi Stefanos,

Both sides of the wall needs to be sealed and the cap needs to be coated with two coats of our VandlGuard silicone elastomeric to create a seamless pinhole free membrane. If you only seal the one side the wall the VandleGuard ISO-Free will delaminate from the block and efflorescence will also appear. Sent from my iPhone Thank you,

#### **Gary Valerio**

Southern California Market Manager Mobile: (213) 310-0722 Email: Gary@RainguardPro.com CA Facility: 6061 Dale St, Unit K, Buena Park, CA 90621 Product Info via LiveChat: <u>Available 8:30a-4:00p PT</u>



Fwd: [EXTERNAL] Oxnard, CA - Rose ES - Anti-graffiti garritt.visser@prosoco.com 2



- Mike Davis
   From: mike@icpmi.com
   Tay compointing@shcale
  - To: campainting@sbcglobal.net Cc: Garritt Visser, Brett Elliott

Stefano,

Here's a link to the product we discussed this morning from Prosoco that the company offers warranties on both water repellent and graffiti protection properties, Blok-Guard & Graffiti Control WB 15. It's a water based, single component version of the product you listed in your original email, but with a higher level of solids. I'll be sending you information on where to get quote on this material in a separate email.



05/21/2024

RE: Rose Elementary School 220 S Driskell Oxnard Ca 93030

Alex,

Reporting on the application with Block-Lok with Graffiti Control and removal of the three colors of the spray paint.

During the removal of the existing efflorescence, the surface was etched, and the pores were opened up in the split-face block. This caused the block to be more porous and would lower the known spread rate by 40% to 50%.

During the mock-up application at Rose ES on 5/1/2024 with Rainguard's Gary Valerio, Cam Painting's Stefanos, Dunn Edwards' Rod Fields and Balfour Beaty, and Alex Garcia, Blok-Lok with Graffiti Control was applied in two, flood-coats at 25 to 35 sq. ft. per gallon. This was allowed to cure for seven days to ensure graffiti resistance.

For the Graffiti Removal on 5/9, Cam Painting applied a coat of Rainguard's Easy Clean and let it dwell for thirty-five minutes, being sure to keep the area wet with the cleaner. Then Cam Painting Pressure washed the surface.

The removal of the ghosting spray paint occurred on 5/20 which was witnessed by Gary Valerio, Stefanos, and Rod Fields. Cam Painting applied a coat of Rainguard's Easy Clean and let it dwell for thirty-five minutes keeping the area wet with the cleaner. After thirty-five minutes had past, Cam Painting pressure washed the surface. When the block was wet you could see a slight line of ghosting. Cam Painting then applied a coat of VandlClean Super which was left to dwell for five minutes then washed off.

Rainguard Brands, LLC 2736 W. McDowell Rd. | Phoenix, AZ 85009 (888) 765-7070 | support@rainguardpro.com



Recommendation on the CMU cap:

One flood coat of Micro-Seal left to dry for four hours in good drying conditions. Then apply two to three coats of VandlGuard Silicone Elastomeric clear to create a seamless pinhole free surface. Note, this will enhance the color of the cap and leave a sheen. Let me know if you would like to move forward with a mock-up.

Let me know if you need anything else!

Gary Valerio Southern California Market Manager Mobile: (213) 310-0722 Email: Gary@RainguardPro.com CA Facility: 6061 Dale St, Unit K, Buena Park, CA 90621

> Rainguard Brands, LLC 2736 W. McDowell Rd. | Phoenix, AZ 85009 (888) 765-7070 | support@rainguardpro.com

# VandlGuard<sup>®</sup> Silicone Elastomeric

Clear Silicone Elastomeric TECHNICAL DATA SHEET

Tough and Durable Graffiti Resistant Coating.

# VandlGuard<sup>®</sup> Silicone Elastomeric CSI Reference

# 09 96 23 Finishes

# Description

VandlGuard® Silicone Elastomeric is a clear, low VOC, water-based silicone elastomeric with exceptional crack bridging and flexibility performance. It has great hardness without losing elastomeric properties, making it ideal for high temperature exterior environments. Ideal for use on above-grade substrates and can be used on horizontal walking surfaces. It's available as a clear, low luster finish to preserve the intended design of the substrates, while protecting from moisture and graffiti. Silicone Elastomeric is both a waterproofing product along with anti-graffiti performance.

\*Bare Porous Surfaces:

First apply one coat of Micro-Seal<sup>®</sup> Water Repellent by Rainguard. When surface is dry to the touch begin the application of VandlGuard<sup>®</sup> Silicone Elastomeric. Recommended Uses:

- Aggregate panels
- Concrete, brick, or stucco
- EIFS and cement plaster
- Metal
- Over water-based coatings
- Previously or newly-painted surfaces.
- Stone
- Wood

# Features & Benefits

- Supplied Ready-to-Use no mixing needed
- V.O.C. compliant less then 20 g/L
- Non-sacrificial performance
- Will inhibit the growth of mildew, mold, fungus, bacteria
- Surfaces require no particular maintenance
- No expensive sand blasting needed
- UV Protectant
- Horizontal or vertical applications
- Exceptional adhesion to most substrates

# Coverage Rate by Substrate (theoretical)

Test the product on a small area of the substrate to estimate coverage and determine if a second coat is needed. We recommend two coats for proper crack

# bridging and waterproofing performance. Coverage Rate continued...

The coverage depends on the surface. Test a small amount of the material on the surface to estimate coverage rates more accurately. We recommend two coats are applied.

Substrate	Sq Ft/ Gallon
Precision/ Split Face Block	150
Ground Face Block	150
Scored/ Fluted Block	130
Sand Blasted Block	130
Slump/ Adobe Block	150
Heavy Textured Stucco	150
Brick	200
Unpainted Wood	150
Porous Tile	150
Fine/ Medium Textured Stucco	200
Cast/ Pre-Cast/ Tilt-Up Concrete	200
Sand Blasted Concrete	175
Exposed Aggregate	175
EIFS	175
Metal	250
Painted Surfaces	250

The use of fluted, scored block, raked joints, sandblasted or etched surfaces will result in greater absorption and lower coverage rates, by up to 40%. Test these areas for the expected coverage rate before general application. Allow for this increased surface area when determining material requirements.

# **Surface Preparation**

Prior to application, all surfaces shall be clean and dry with no oils, dirt, debris, or minerals such as efflorescence, lime and calcium. These stains, along with others, will prevent proper penetration of Vandlguard<sup>®</sup> Silicone Elastomeric to sufficiently seal for the warranty period.

The use of Rainguard's Restore-N-Prep<sup>™</sup> Concrete and Masonry Cleaner system is recommended as a pretreatment to clean masonry surfaces. Once clean, allow the surface to fully dry before sealing or applying a topcoat (See the Restore-N-Prep<sup>™</sup> TDS for details).

# Restore-N-Prep™ CSI Reference

03 01 40 Concrete Finishes
03 10 30 Concrete Finishes
03 10 50 Concrete Finishes
04 01 20 Unit Masonry

RainguardPro.com





# **Application Instructions**

All surfaces to be coated should be structurally sound, clean, and dry. Apply using a roller, or low-pressure airless spray equipment at recommended spread rates. If using a brush, use enough material to create a sufficent film build. When spraying, apply in a fine mist, cross hatched pattern to build up the wet coating. As soon as the entire surface has been coated, immediately repeat the process with a second pass. Depending on the porosity of the surface, a light second coat may be necessary. Clean equipment with soap and water when finished.

# **Application Data**

TEMPERATURE:	40°F - 90°F (5°C-30°C)		
RELATIVE HUMIDITY:	< 80%		
AIRLESS SPRAY:			
TIP	.017021		
REDUCTION	N/A		
BRUSH:	N/A		
ROLLER COVER:	1/4" NAP; SYNTHETIC (MAY REQUIRE MORE COATS)		

# **Painted Surfaces**

Allow newly painted and stucco surfaces to fully chemically cure before application of VandlGuard® Silicone Elastomeric. Recent formulations of pigmented paints, coatings, and integrally colored stucco colorant additives contain biocides. These biocides must be released before application of VandlGuard® Silicone Elastomeric. Please consult the manufacturer of the paint/stucco coating to determine the chemical curing period. Rainguard is not responsible for yellowing or color differences as a result of application of the VandlGuard Silicone Elastomeric over uncured paint or integrally colored stucco surfaces.

# Graffiti Removal

- 1. Graffiti resistance is fully developed after cure time of 5-7 days depending on weather conditions.
- 2. When using power washer, keep pressure less than 500 psi. For difficult removal use warm to hot water while power washing. No need to use harsh chemical cleaners.
- When using chemical cleaners use Rainguard VandlClean<sup>™</sup> Super a non-hazardous biodegradable cleaner. Follow manufacturer's recommendations and instructions for use. In addition, warm water powerwashing has also been known to assist in the removal of tagging.

# **Precautions**

Use material in a well-ventilated area. Protect the work of other trades. Protect shrubbery and other plants with drop cloths. Protect automobiles and all other areas not to be coated from overspray. Remove overspray from any windows, automobiles, metal, etc. as soon as possible. To prevent permanent staining, clean spills or leaks in a timely manner.

All surfaces to be coated should be clean of any dirt and grime, efflorescence, lime run, form oils and release agents, grease, mud, excess mortar, and mold and mildew, etc. All cracks should be pointed or caulked. All voids, beeholes, masonry surface defects and openings such as conduits, pipes, drains, door frames, vents, air conditioner openings, electrical openings, control joints, or any dissimilar materials should be repaired using urethane or other approved patching. If an acid etch or an acid stain has been applied to the surface, it must be thoroughly flushed to remove all residue and then allow to dry.

Do not apply on damp or moist surface as it will whiten and may cause delamination. Do not apply to surfaces if moisture content is greater than 15% as measured with an electronic moisture meter. Do not apply product in climates where freezing temperatures have existed prior to application. Allow adequate time for surfaces to thaw. Establish that air, surface, and material temperatures are above 40°F (4.4°C) and at least 5°F above the dew point prior to painting. Do not apply in temperatures below 40°F or above 100°F. Do not apply if rain, snow, or lower temperatures are expected within 48 hours. Do not apply if relative humidity is greater than 80%.

Store materials in a well-protected area at 45°- 90°F. Avoid freezing temperatures, direct sunlight, & moisture. Keep away from heat sources.

Shelf Life of this material is 6 months from the date of manufacture (see batch number for manufactured date).

### Clean Up

Uncured material can be removed with a water. Cured material can only be removed mechanically. All empty containers must be disposed of according to local, state, and federal regulations.



# **Test Data**

ASTM D-3960 VOC Levels	<20 g/L
ASTM E96	14 Perms
Scaling Resistance ASTM C672/C672	100 Cycles - No Scaling
Scaling Resistance ASTM C672/C672	100 Cycles - No Scaling
Exposure to deicing chemicals 100 Freeze Thaw Cycles	Visual Rating - 0
ASTM D6904 Wind-Driven Rain Resistance	Pass
ASTM G-53/G 154 Accelerated Weathering 3000 Hours	No blistering, chalking, gloss or color changes
ASTM C-1262 Freeze, Thaw Resistance 100 cycles	Cracking none; adhesion loss none
Surface Burning ASTM E84	Flame Spread 0, Smoke developed 0
Color i7 at 8 mils DFT	95%
ASTM B117 Salt Fog	3000 Hours/No Effect
ASTM D530 Hardness Pencil 2 weekst	2H
ASTM D412 Elongation	420%
ASTM D412 Tensile Strength	126 PSI
ASTM D522 Mandrel Bend Test	No coating loss at 180° rotation
ASTM D968 Sand Abrasion Resistance	5-65 Liters

# **Technical Data**

Material Type	Silicone
Permeability	Perm Rating 14 (at 8 mils DFT)
Volume	64%
Weight	60%
Odor	Slight
Temp Range	Application 40°-100° F
Color of Material	Milky White
V.O.C.	<20 gm/L
Flash Point	Non-Flammable
Surface Dry Time	1-2 Hours
Finish	Clear

# **Test Panel**

Always apply VandlGuard<sup>®</sup> Silicone Elastomeric onto a mock wall or test panel. Prior to coating previously sealed surfaces, test a small area for adhesion. Test wall or actual surface area to determine acceptable color, surface porosity, application rates and methods before starting general application.

# Safe Handling

Use product only with adequate ventilation and/or an appropriate cartridge type respirator. Avoid contact with skin and wear protective gloves. Read the Safety Data Sheet before using.



# Warranties

Rainguard Brands, LLC guarantees that this product is free from manufacturing defects and complies with our published specifications. In the event that the buyer proves that the goods received do not conform to these specifications or were defectively manufactured, the buyer's remedies shall be limited to either the return of the goods and repayment of the purchase price or replacement of the defective material at the option of the seller. Rainguard Brands, LLC makes no other warranty, expressed or implied, and all warranties of merchantability and fitness for a particular purpose are hereby disclaimed. Manufacturer or seller shall not be liable for prospective profits or consequential damages resulting from the use of this product. Manufacturer shall not be liable for material used outside of its shelf life. For product dating, please refer to the batch number on the product or contact Rainguard Brands, LLC.

Surface conditions and application variables are out of the control of Rainguard Brands, LLC. As such, the applicator agrees to: Follow recommended application instructions, acknowledge limitations outlined in this technical data sheet, contact the manufacturer in the event there any uncertainties, perform a test panel to confirm fit and finish before any general application. The data on this sheet represent typical values. Since application variables are a major factor in product performance, this information should serve only as a general guide. Rainguard Brands assumes no obligation or liability for use of this information. Contact manufacturer at 888-765-7070 before bidding to confirm warranty provisions and procedures.

SELLER'S LIABILITY UNDER THE SALE OF THIS PRODUCT IS LIMITED TO REPLACING DEFECTIVE PRODUCT. HOWEVER, IF SELLERS FAILS IN ITS ATTEMPT TO REPLACE THE DEFECTIVE PRODUCT, BUYER WILL BE ENTITLED TO A REFUND OF MONIES PAID TO SELLER UNDER THIS PRODUCT WARRANTY. SELLER IS NOT LIABLE FOR BUYER'S LOSS OF PROFITS, BUSINESS GOODWILL, OR OTHER CONSEQUENTIAL DAMAGES, DESPITE ANY FAILURE TO REPLACE THE PRODUCT. BUYER HAS ACCEPTED THIS RESTRICTION ON ITS RIGHT TO RECOVER CONSEQUENTIAL DAMAGES AS PART OF ITS BARGAIN WITH SELLER. BUYER REALIZES AND ACKNOWLEDGES THAT THE PRICE OF THE PRODUCT WOULD BE HIGHER IF SELLER WERE REQUIRED TO BE RESPONSIBLE FOR BUYER'S CONSEQUENTIAL DAMAGES."

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[END]

	Owner	Х	Oxnard School District
Contingency	Architect	Х	IBI Group
Draw	Contractor	Х	Balfour Beatty
Request (CDR)	PM	Х	CFW, Inc.

# CONTINGENCY DRAW REQUEST

PROJECT	ROJECT: Rose Ave. K-5 Reconstruction Contingency Request #: 200 East Driskill St.		184 R2	2	
	Oxnard, CA 93030	Date:	12-10-2024		
TO:	Oxnard School District 1051 South A. Street Oxnard, CA 93030				
The Contr	act is changed as follows:				
Ref. Co:	st Event 355 - CDR 184 R2 - RFI 516 Stair Nosing Pa	aint			
surfaces	labor, materials, and equipment to prepare surface w s not intended for paint, followed by painting of 3 stair Color Fast EX Primer and Modern Masters Colorfast	cases' rise	ers using Modern		14,950.00
	The cost of this work will be drawn from Contractor	Contingen	су:		
$\checkmark$	The cost of this work will be drawn from Project (E8	O) Contin	gency:		

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

	RACTOR Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
Ву:	Rafael flamillo	_By :	_ By:
Date:	2024-12-10	Date: 12/17/2024	_ Date:
OWNE	R - Oxnard School District	By :	Date:

# **CHANGE ORDER REQUEST (COR)**

Owner:		Oxnard School District		Date:	12-10-2024
Permit Num	iber:	DSA# 03-119284	Char	nge Event No.:	355
Project Nan	ne:	Rose Ave. K-5 Reconstruction			
Project Nun	nber:	15650001			
To: (Prograr	m Manager)	Gerald Schober - CFW	Co	ntract Number:	P22-01685
From: (Cont	tractor or Design)	Balfour Beatty	Task	Order Number:	n/a
	The following is a	n itemized QUOTATION regarding request	ed modifications to the	contract docu	ments
Description	of Work:				
Provide la followed	abor, materials, an	. 184 R2- RFI 516 Stair Nosing Paint ad equipment to prepare surface with light s taircases' risers using Modern Masters Colo			-
A. Subtie	er Contractor's C	Cost (includes Subtier Contractor Overhe	ad & Profit 10%)		
			\$	-	
			\$	-	
			\$	-	
				Subtotal A:	<b>\$</b> -
B. Subco	ontractor's Cost (	includes Subcontractor Overhead & Pro	ofit NTE 15%)		
	nier Drywall		\$	14,950.00	
			*	Subtotal B:	\$ 14,950.00
C. Gener	al Contractor's (	Cost			
		supporting documentation.)	\$	-	
	s at 9.5% of Mate		\$	_	
	r (includes Fringe		\$	_	
	· -	rances at 9.5% of Labor	include	d above	
-		nt (see attached supporting documentation)		-	
			*	Subtotal C:	<b>s</b> -
D. Gener	ral Contractor's	Overhead and Profit*	* N/A for Contingency		*
	head & Profit 5%		6	<b>J</b>	
	head & Profit 5%		\$	_	
	head & Profit 10%		\$	_	
				Subtotal D:	<b>\$</b> -
E. Bond a	at 1%		1%	Subtotal E:	
	rs Risk Insuranc	e at 1%	1%	Subtotal F:	
	al Liability at 1.0		1.04%	Subtotal G:	
		Grand Total = (A + B + C + D + E)			\$ 14,950.00

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 flamills

Signature

2024-12-10

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**

То:	Rafael Alamillo		
Company:	Balfour Beatty	Fax:	
From:	Usvaldo Cardenas	Date:	12/4/2024
Project:	Rose Avenue K-5 School	Page:	2
CE#68	Description Of Work: . Innovation Paint Proposal #24-1302	-	

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: . Innovation Paint Proposal #24-1302

Labor:	\$ 13,000.00
Materials & Equip:	\$ -
Overhead/Profit 15%:	\$ 1,950.00

Total Amount: \$ 14,950.00

\*Please sign and fax back to continue with material order\*

For which an add of **\$ 14,950.00** is made to contract price and an additional (0) work day(s) is added to scope.

CHANGE AUTHORIZED BY: Signed

Dated

CONFIDENTAL

PRIME CONTRACTORS:		<b>Balfour Beatt</b>	у		Pr	ject #5390 Rose Avenue K-5 School		12/4/2024				
Description Of Marly, Longerstien De				D-16	. D 11							
<b>Description Of Work: . Innovation Pai</b>	Hours	Daily	direction b	Extend			# of	Labor	Hourly		E	xtended
		Rate	Days	Amou			hours	Class	Rate			mounts
All Terrain Scissor Lift		175.00	0	\$	-				REG.	O.T		
BOOM LIFT		180.00	0	\$	-	Labor						
19' SCISSOR LIFT		95.00	0	\$	-							
FORKLIFT		250.00	0	\$	-		-	Foreman	\$ 85.63		\$	-
PLASMA CUTTER		35.00	0	\$	-		-	Taper	\$ 82.63		\$	-
MIG WELDER		280.00	0	\$	-		-	Framer	\$ 82.63		\$	-
COMPANY TRUCK		150.00	0	\$	-		-	Hanger	\$ 82.63		\$	-
							-	Laborer	\$ 82.63		\$	-
						Innovation Painting Co	1	Proposal	\$ 13,000.00		\$	13,000.00
							-				\$	-
											\$	-
		5	<b>SUB TOTAL</b>	_ \$	-							
				•	•							
<b>`</b>											\$	13,000.00

Material	Quantity	Unit No.	Total
		Total	\$0.00

CE#68

Equipment & Materials Cost 8.75% tax on Material & equipment Total Material, & Equipment Cost Total Labor Cost Labor & Material Subtotal Cost 15% Profit & Overhead Sub total Cost

Total Cost



	А	\$ -
nt	В	\$ -
t	С	\$ -
	D	\$ 13,000.00
	E	\$ 13,000.00
	E	\$ 1,950.00
	G	\$ 14,950.00
	Ι	\$ 14,950.00

**INNOVATION PAINTING INC** 1353 E 7<sup>th</sup> St, Ontario, CA 91764 Tel (818) 648-7259 Email: Innovationpaintinginc19@gmail.com CSLB License No.1051191 DIR#1000671282

# **PROPOSAL: 24-1302**

Proposal Submitted	JOB NAME/NO.	
	Rose Ave ES – Painting	of 3 Staircases Risers
Balfour Beatty	_	
	LOCATION	
Attn: Rafael Alamillo	Rose Ave ES	
	Phone	DATE
	(805)208-7462	11/14/24

The Work to be done Includes furnishing all labor, tools and all other necessary equipment, supplies and services to perform a complete and thorough job of the designated surfaces for the above project.

- Surface preparation to include light Sanding & masking surfaces not intended for paint: \$3,395.00
- Scope to include: Painting of 3 Staircases Risers with Modern Masters Color Fast EX
   Primer and Modern Master Colorfast EX Acrylic Polyurethane: \$4,074.00
- Material: \$5,531.00

**WE PROPOSE** hereby to furnish material, labor and equipment – complete in accordance with these specification, for the sum of:

Thirteen Thousand Dollars				
Payable as follows: NET 30	)			
	– The prices, specifications and co as specified. Payment will be made	nditions are satisfactory and are he as outlined above.	reby accepted. You are	
completed in a workmanli practices. Any alteration or d	to be as specified. All work to be ike manner according to standard eviation from above specifications xecuted only upon written orders, and	Authorized Signature Jose Barraza		
agreements contingent upor our control. Owner to carry	over and above the estimate. All n strikes, accidents or delays beyond / fire, tornado, and other necessary are fully covered by Workmen's	NOTE: This proposal may be witho By us if not accepted withi		
Signature	Date	Signature	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

# **Stair Paint**

то:	Ruben Ruiz <b>(Arcadis)</b>	FROM:	Filbert Carbajal <b>(Balfour Beatty)</b> 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	11/06/2023	STATUS:	Open
LOCATION:		DUE DATE:	11/13/2023
PROJECT STAGE:	3. Construction	COST CODE:	
SUB JOB:	001 Construction	SCHEDULE IMPACT:	Yes (Unknown)
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	09 91 00 - Painting
DRAWING NUMBER	:	REFERENCE:	
LINKED DRAWINGS	:		
RECEIVED FROM:			

COPIES TO:

# Question from Filbert Carbajal (Balfour Beatty) at 09:03 AM on 11/06/2023

The stairs are painted with the Dunn-Edwards EVERSHIELD, Exterior /Interior, Semi-Gloss Paint (EVSH50-2) which is an 100% acrylic paint per spec section 09 91 00 Painting. However, the paint is starting to peel at the stairs – see attached photo. Please confirm if it is acceptable to use epoxy paint for the stairs.

#### Attachments:

RFI Stair Paint.pdf

Awaiting an Official Response

#### All Replies:

Revised Response:

Per discussion with Dunn Edwards, it is proposed to use the "*Modern Masters Colorfast EX Primer*" with "*Modern Masters Colorfast EX Acrylic Polyurethane*". See attached data Sheets Please provide Mock-up on two adjacent stair risers/treads, at each set of stairs. District, IOR and AoR to review mock-up.

Ruben R. Arcadis/IBI 06/10/2024

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



# MODERN MASTERS<sup>®</sup> COLORFAST<sup>™</sup> EX EPOXY MASTIC PRIMER

# **DESCRIPTION AND USES**

Modern Masters<sup>®</sup> Colorfast<sup>™</sup> EX high performance two component high solids epoxy mastic primer is specifically designed for application directly to sound rusted steel, clean steel, galvanized metal, concrete, previously coated surfaces and slightly damp surfaces. This primer contains <100 g/L VOC and can be used inside or outside (must be top coated). The Colorfast EX Epoxy Mastic Primer comes in either gray or white.

# PRODUCT FEATURES AND BENEFITS

- Adheres to multiple substrates including sound rusted steel with minimal surface preparation
- Available in gray or white
- User friendly: 2-4 hour pot life, low VOC and minimal hazardous air pollutants (HAPs)
- 24 hour recoat time
- VOC compliant nationwide

# PRODUCTS

DESCRIPTION	1-Gallon
Gray Primer Base	366718
White Primer Base	366719
Activator	366721

# PRODUCT APPLICATION

# SURFACE PREPARATION

ALL SURFACES: Remove all dirt, grease, oil, salt and chemical contaminants by washing the surface with Krud Kutter<sup>®</sup> Cleaner Degreaser or other suitable cleaner. Rinse with fresh water and allow to thoroughly dry.

STEEL: Hand tool (SSPC-SP-2) or power tool (SSPC-SP-3) clean to remove loose rust, scale, and deteriorated previous coatings to obtain a sound rusted surface. For optimum corrosion resistance, abrasive blast to Near White Metal SSPC-SP10 (NACE 2). Commercial Grade SSPC-SP-6 (NACE 3) is acceptable. Blast profile should be 1-2 mils (25-50µ). If abrasive blast cleaning method is used, then two coats of primer are required to properly prime steel.

PREVIOUSLY COATED: Previously coated surfaces must be sound and in good condition. Smooth, hard, or glossy finishes should be scarified by sanding or sweep blasting to create a surface profile. The Colorfast EX Epoxy Mastic Primer is compatible with most coatings, but a test patch is suggested.

GALVANIZED METAL: Remove oil, dirt, grease and other chemical deposits with Krud Kutter Cleaner Degreaser or other suitable cleaner. Remove loose rust, white rust or deteriorated old coatings by hand or power tool cleaning or brush off blasting. Rinse thoroughly with fresh water and allow to fully dry.

# PRODUCT APPLICATION (cont.)

# SURFACE PREPARATION (cont.)

CONCRETE OR MASONRY: New concrete or masonry must cure 30 days before coating. Any concrete surface must be protected from moisture transmission from uncoated areas. Remove all loose, unsound concrete. Remove laitance and clean with Zinsser WaterTite Etch and Cleaner (refer to this products' TDS for further information). Prime the surface with Colorfast EX Epoxy Mastic Primer.

# MIXING

Both the base and activator components are highly pigmented. Mix each component thoroughly to ensure any settled pigment is re-dispersed before combining the components together. Combine at a 1:1 ratio by volume in a container large enough to hold the total volume. Mix thoroughly for 2-3 minutes. Power mixing is preferred. Do not mix more material than you plan to use within the listed pot life.

# **REDUCTION/THINNING**

Thinning is normally not required, except for air-atomized spray. For air-atomized spray application, thin only up to 25% by volume with Colorfast EX Urethane/Epoxy Reducer CFEXR1000132 after the components have been mixed. Substitution of thinner can affect VOC compliance.

# **APPLICATION CONDITIONS**

Apply only when air and surface temperatures are between  $50-120^{\circ}F$  (10-48°C) and when the surface temperature is at least 5°F (3°C) above the dew point. Use in areas with adequate ventilation. The relative humidity should not be greater than 85%. Extremely high or low relative humidity can affect dry times and the final gloss of the coating. Low curing temperatures and/or condensation on the film while curing can affect appearance in the form of an amine blush. This can generally be removed with soap and water; however, in a case of extreme blushing, the performance of the coating may be slightly affected.

**NOTE:** If curing time exceeds 30 days, the surface must be scarified by sanding, or other method, prior to application of an additional coat or other finish coating.

**MDM-24** 



# MODERN MASTERS<sup>®</sup> COLORFAST<sup>™</sup> EX EPOXY MASTIC PRIMER

# PRODUCT APPLICATION (cont.)

# APPLICATION

Airless spray is the preferred method of application. However, brush, roller, or air-atomized spray may also be used. Refer to Reduction/Thinning section for reduction recommendations. If used as a standalone product, a dry film thickness of 3-8 mils is required. When topcoating with the Colorfast EX topcoat, 1.5-3 mils are recommend. Excessive brushing or rolling may reduce film thickness. Apply a second coat if necessary to achieve the recommended film thickness.

## EQUIPMENT RECOMMENDATIONS

(Comparable equipment also suitable) BRUSH: Use a good quality synthetic bristle brush. ROLLER: Use a good quality lamb's wool or synthetic fiber (3/8-1/2" nap)

#### AIR-ATOMIZED SPRAY

			Atomized
Method	Fluid Tip	Fluid Delivery	Pressure
Pressure	0.055-0.070	1-16 oz./min.	25-60 psi
Siphon	0.055-0.070		25-60 psi
HVLP (var.)	0.043-0.070	8-10 oz./min.	10 psi (at tip)

#### AIRLESS SPRAY

Fluid Pressure	Fluid Tip	Filter Mesh	
1,800-3,000 psi	0.013-0.017	100	

**CAUTION:** Protect surrounding surfaces from over spray. Over spray can be wet or dry depending on height of work, weather, environmental conditions and application equipment. Wet over spray can adhere to unwanted surfaces. Dry over spray may be removed by wiping or washing. Always clean dry over spray from hot surfaces before fusing occurs as surface temperatures can be higher than the air temperature.

# CLEAN-UP

Use 315512 Compliant Thinner.

### SHELF LIFE

Base components	3 years <sup>†</sup>
Activators	3 years <sup>†</sup>

<sup>†</sup>Unopened containers. Some settling may occur requiring mechanical mixing to re-disperse pigment.

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**MDM-24** 

# MODERN MASTERS<sup>®</sup> COLORFAST<sup>™</sup> EX EPOXY MASTIC PRIMER

# PHYSICAL PROPERTIES

		COLORFAST EX EP	OXY MASTIC PRIMER			
Resin Type		Cycloaliphatic modified amine converted epoxy				
Inhibitive Pigment		Calcium borosilicate				
Solvents			Exempt halogenated solvent Benzyl alcohol (activator only)			
\A/_;	Per Gallon	12.5-	13.2 lbs.			
Weight*	Per Liter	1.5-	1.6 kg			
0-11-1-*	By Weight	78	-83%			
Solids*	By Volume	75	-80%			
Volatile Organic Com	pounds*	<100 g/l (0	).83 lbs./gal.)			
Mixing Ratio		1:1 Base:Activ	vator (by volume)			
Recommended Dry Film Thickness (DFT) Per Coat		3-8 mils (75-200µ)				
Wet Film to Achieve DFT (unthinned material)		4-10.0 mils (100-250μ)				
Practical Coverage at Recommended DFT (assumes 15% material loss)		104-352 sq. ft./gal. (2.5-8.6 m²/l)				
Induction Period		None required				
	2 gallons	2-4 hours at 70°F (21°C)	1-2 hours at 90°F (32°C)			
Pot Life**	10 gallons	2 hours at 70°F (21°C)	<1 hour at 90°F (32°C)			
	Tack-free	8-10 hours at 70°F (21°C)	16-24 hours at 50°F (10°C)			
Dry Times at 50%	Handle	10-16 hours at 70°F (21°C)	48-72 hours at 50°F (10°C)			
Relative Humidity	Recoat	24 hours to 30 days at 70°F (21°C)	72 hours to 30 days at 50°F (10°C)			
Shelf Life		3 years (Unopened containers. Some settling may occur requiring mechanical mixing to re- disperse pigment.)				
Dry Heat Resistance		Works in conjunction with topcoat of 200°F (93°C)				
Safety Information		For additional information, see SDS				

Calculated values are shown and may vary slightly from the actual manufactured material.

\* Activated material

\*\* Pot life is affected by air temperature, amount of material activated and the quantity of thinner used. Avoid activating large quantities at temperatures above 80°F (27°C). At temperatures above 90°F (32°C), the pot life of unthinned material in 5 gallon pails may be very short (less than one hour).

\*\*\* Highly textured surfaces (e.g. blasted metal) may require coating thicknesses at the upper end of the recommended range: 5-8 mils dry (125 to 200µ) or 6.5-10 mils wet (162.5 to 250µ)

The technical data and suggestions for use contained herein are correct to the best of our knowledge, and offered in good faith. The statements of this literature do not constitute a warranty, express, or implied, as to the performance of these products. As conditions and use of our materials are beyond our control, we can guarantee these products only to conform to our standards of quality, and our liability, if any, will be limited to replacement of defective materials. All technical information is subject to change without notice.



Rust-Oleum Corporation 11 Hawthorn Parkway Vernon Hills, Illinois 60061

Phone: 800.942.3166 www.modernmasters.com



# MODERN MASTERS<sup>®</sup> COLORFAST™ EX ZERO VOC ACRYLIC POLYURETHANE

# DESCRIPTION AND USES

Modern Masters<sup>®</sup> Colorfast<sup>™</sup> EX Zero VOC Acrylic Polyurethane is a high performance, two component polyurethane product line designed to provide excellent exterior performance and minimal emissions of regulated Volatile Organic Compound (VOC) and Volatile Hazardous Air Pollutants (VHAP's).

Colorfast EX can be used as a clear topcoat or as a Tinting Base to create bold and vibrant paint colors when used with Colorfast EX Zero VOC Colorants for any project. This system is specifically formulated with ingredients that are resistant to ultraviolet degradation combined with fade resistant pigments. Application properties allow architects and contractors to complete projects with a durable paint finish that will last for years. Colorfast EX Bases are available in multiple sheen levels.

# PRODUCTS

96 Oz. SKUDESCRIPTIONCFEXU10101GALColorfast EX Clear MatteCFEXU10103GALColorfast EX Clear SatinCFEXU10109GALColorfast EX Clear GlossCFEXU10178GALColorfast EX Pre-Mixed Silver Gloss

# COMPANION PRODUCTS

QT. SKU	DESCRIPTION
CFEXU1000032	Colorfast EX Activator
CFEXR1000132	Colorfast EX Reducer
CFEXA1060332	Colorfast EX Brush & Roll Additive
CFEXA1060132	Colorfast EX Accelerator

# COLORFAST EZ ZERO VOC COLORANTS

GAL. SKU	DESCRIPTION
CFX10701GAL	Colorfast EX Tinting Black
CFX10702GAL	Colorfast EX Red Oxide
CFX10704GAL	Colorfast EX Phthalo Blue GS
CFX10705GAL	Colorfast EX Shading Black
CFX10706GAL	Colorfast EX Phthalo Green BS
CFX10707GAL	Colorfast EX Phthalo Blue RS
CFX10709GAL	Colorfast EX Bright Red
CFX10711GAL	Colorfast EX Jet Black
CFX10713GAL	Colorfast EX Magenta
CFX10715GAL	Colorfast EX Yellow Oxide
CFX10716GAL	Colorfast EX White
CFX10728GAL	Colorfast EX Organic Yellow GS
CFX10729GAL	Colorfast EX Organic Yellow RS
CFX10742GAL	Colorfast EX Quin Red BS
CFX10769GAL	Colorfast EX Orange

# RECOMMENDED PRIMERS

#### **Rust-Oleum Sierra Griptec**

Substrates: previously painted surfaces, galvanized metal, unfinished drywall, vinyl siding & shutters, masonry & brick, cured stucco, cast concrete, Hardiboard & Hardiplank, unfinished plywood, particle board and direct to clean metal.

### Rust-Oleum Sierra S-70 System

Substrates: Aluminum and ferrous metals.

#### **Rust-Oleum Sierra Metalmax**

Substrates: ferrous metals, DTM direct to metal and window and door mullions.

### SC9100 DTM Epoxy Mastic

Substrates: DTM or to concrete.

### **ROC Prime 100**

Substrates: All surfaces

**Note:** Lower temperature and higher humidity will lengthen the dry and cure times of primers.

# PRODUCT APPLICATION

### SURFACE PREPARATION

All surfaces to be painted must be entirely free of dust, dirt, oil, grease, and other contaminants. Completely remove all loose, flaking, or chalking paint from the surfaces. Use a NIOSH approved respirator when sanding and when working with old, loose paint particles. Provide adequate ventilation. Properly prime the clean, dry surface with a primer from our recommended list and allow the surface to dry completely preferably overnight.

**Warning!** If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1- 800-424-LEAD or log on to www.epa.gov/lead.

### **APPLICATION CONDITIONS**

Do not apply in temperatures below 50°F/10°C. Note: Lower temperatures and/or higher humidity will lengthen the dry and cure times. Higher temperatures and/or lower humidity will speed up the dry and cure times.

## MIXING

Mix three (3) parts Colorfast EX Base (Component A) with one (1) part Activator CFEXU1000032 (Component B) by volume. Mix well (Hand Stir). No induction time required. Pot Life- 2-3 hours at 75°  $\pm$  5°F.



# MODERN MASTERS<sup>®</sup> COLORFAST™ EX ZERO VOC ACRYLIC POLYURETHANE

# PRODUCT APPLICATION (cont.)

### APPLICATION

Colorfast EX can be brushed, rolled, or sprayed onto any paintable surface. Stir the paint thoroughly before using.

**BRUSHING:** Use a high-quality brush recommended for solvent or oil based paints. Usually, no reduction is required for brush or roll application.

**ROLLING:** Use a high-quality roller recommended for solvent or oil based paints. When rolling, work in approximately 4-foot wide sections, keeping a wet edge.

**Brush & Roll Additive:** Depending upon the application environment, there may be times were the Brush & Roll Additive is needed to promote flow, leveling and air release for pre-mixed and activated Colorfast EX ZERO VOC Acrylic Polyurethane. If needed, add 2-6 ounces of Brush & Roll Additive to 1 gallon of pre-mixed and activated Colorfast EX Base. Note: Do not exceed 6 ounces per gallon ratio as sagging and running may occur.

Accelerator Additive: Properly mixed and activated Colorfast EX ZERO VOC Acrylic Polyurethane is ready to apply by brush, roller or spray equipment. The initial viscosity is 25-35 seconds Zahn #2 Cup. Sprayable pot-life is 2-3 hours @ 77°F (25°C). If a reduced dry time is desired add 1/2 ounce to 3 ounces of Accelerator to the pre-mixed and activated Colorfast EX ZERO VOC Acrylic Polyurethane base. The chart below approximates the addition levels of Accelerator to obtain a 3-4 hour tape time and maintain a 60-90 minute pot life. This will vary slightly depending on color and gloss of formulation.

TEMPERATURE RANGE	AMOUNT ADDED
55°-62°F	2.5-3 Oz.
63°-70°F	2 Oz.
71°-78°F	1.5 Oz.
79°-86°F	1 Oz.
87°-94°F	0.5 Oz.
95+°F	Add only as needed

**SPRAYING:** Use an HVLP, Airless spray unit or an Air Assisted Airless spray unit. Use equipment manufacturer's recommended tip sizes for solvent borne paint. Thin as needed—but carefully—as over thinning may result in loss of hide and a reduction of the desired appearance. Typically, 10-25% reduction with CFEXR1000132 will provide maximum atomization and flow characteristics. When spraying, use a properly-fitted NIOSH approved respirator per the manufacturer's instructions.

### DRY TIMES

Dry times at 75°  $\pm$  5°F and RH 50%  $\pm$  10%

#### ASTM D1640-03

Tack Free	2-4 hours
Dry Hard	6-10 hours
Dry to Tape	8-12 hours
Recoat Time	2-48 hours
Full Cure	7 days

# PRODUCT APPLICATION (cont.)

# FORCE DRY

For dry to stack conditions only. Allow a minimum of 15 minutes flash off time at ambient temperatures prior to exposing painted parts to elevated temperatures. Complete testing should be done prior to use. Below are suggested starting points. Other variables may affect these cure schedules.

TEMPERATURE	TIME
120°F	45 minutes
140°F	30 minutes
160°F	20 minutes
180°F	15 minutes

### **CLEAN UP**

Clean brushes, rollers, tool, and equipment with compliant wash solvent immediately after use. Do not reuse containers and properly dispose of empty containers. As these products have a 2-3 hour pot-life, all application equipment, spray guns, pressure pots, etc. should be cleaned up immediately after use. Only activate enough material to be used within 2 hours of mixing.

# PERFORMANCE CHARACTERISTICS

**NOTE:** Typical Properties after one week air dry, tested on Bonderite 1000 CRS. Properties may vary by color.

## SALT SPRAY RATINGS

Method : ASTM B117 Result: (650 hours) <1.5 mm creep from scribe

#### **CROSS HATCH ADHESION**

Method: ASTM D3359 Result: 5B

#### SOLVENT DOUBLE RUB

Method: ASTM D4752 Result: MEK and IPA- Pass 100 rubs

#### **60° SPECULAR GLOSS**

Method: ASTM D523 Results: Gloss Bases- 90 units minimum Semi-Gloss- 45-60 units Matte- <10 units

### IMPACT RESISTANCE

Method: ASTM D2784 Results: Forward 60 in. lb., Reverse 30 in. lb.

### PENCIL HARDNESS

Method: ASTM D3363 Result: 2H-5H

#### QUV-3000 hrs

Method: ASTM D4587/D154 Cycles 1 and 2 Results: DDE cmc & DE = 1.0 (Gloss White) Gloss Loss 60° <2% Gloss Loss 20° <3.6%

# MANDRILL BEND

Method: ASTM D522 Result: 1/8" Pass, No cracking, flaking or adhesion loss



**MDM-10** 

# MODERN MASTERS® COLORFAST<sup>™</sup> EX ZERO VOC ACRYLIC POLYURETHANE

# PHYSICAL PROPERTIES

	COLORFAST EX ZERO VOC ACRYLIC POLYURETHANE				
Resin Type		Solvent-based Polyurethane			
Pigment Type		Aluminum, Fumed Silica			
Solvents		Acetone, Oxsol			
	Per Gallon	9.77-10.30 lbs.			
Weight	Per Liter	1.17-1.24 kg			
<b>0</b>	By Weight	45.12-47.45%			
Solids	By Volume	45.6-49.2%			
Volatile Organic Com	pounds	0 g/l			
Mixing Ratio		3:1 Component A:Component B			
Pot Life		2-3 hours @ 75°F			
Recommended Dry F Thickness (DFT) per		2 mils			
Wet Film to Achieve DFT (Unthinned material)		4.0-4.5 mils			
Practical Coverage a DFT (assume 15% ma		300-390 sq.ft./gal.			
	Touch	1-3 hours			
Dry Times at 77°F	Handle	6-10 hours			
(25°C) and 50% Relative Humidity	Recoat	2-48 hours			
	Full Cure	7 days			
Shelf Life		4 years			
Flash Point		-4°F (-20°C)			
Safety Information		For additional information, see SDS			

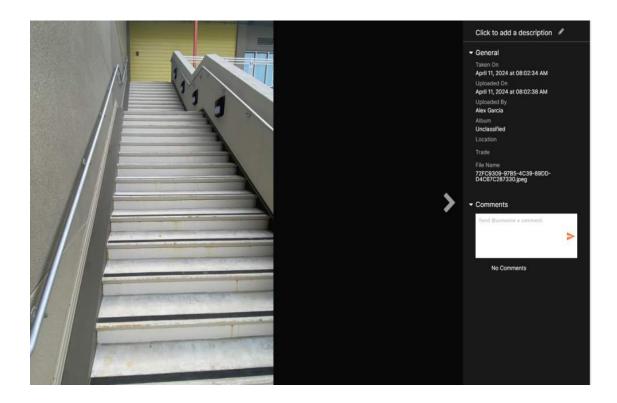
Calculated values are shown and may vary from the actual manufactured material.

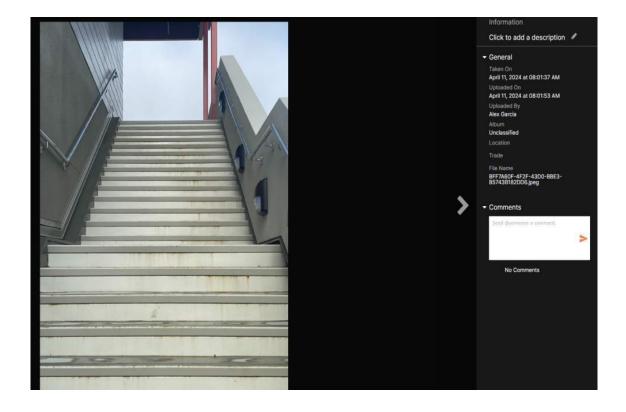
The technical data and suggestions for use contained herein are correct to the best of our knowledge, and offered in good faith. The statements of this literature do not constitute a warranty, express, or implied, as to the performance of these products. As conditions and use of our materials are beyond our control, we can guarantee these products only to conform to our standards of quality, and our liability, if any, will be limited to replacement of defective materials. All technical information is subject to change without notice.



Rust-Oleum Corporation 11 Hawthorn Parkway Vernon Hills, Illinois 60061

Phone: 800.942.3166 www.modernmasters.com







	Owner	Х	Oxnard School District
Contingency	Architect	Х	IBI Group
Draw	Contractor	Х	Balfour Beatty
Request (CDR)	PM	Х	CFW, Inc.

# CONTINGENCY DRAW REQUEST

PROJECT	Rose Ave. K-5 Reconstruction 200 East Driskill St.	Contingency Request #:		187 R1	
	Oxnard, CA 93030	Date:	11-8-2024		
TO:	Oxnard School District 1051 South A. Street Oxnard, CA 93030				
The Contr	act is changed as follows:				
Provide	st Event 360 - CDR 187R1 - Rental Plates for 6 Mont labor, material and equipment for the rental of (7) 6'x ontrol plates from 10/19/24 to 04/19/25 -6 month perio	8' trench to		\$	8,236.00
	The cost of this work will be drawn from Contractor	Contingen	су:		
$\checkmark$	The cost of this work will be drawn from Project (E8	O) Contin	gency:		

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRA Balfour B		ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
Ву:	Rafael flamilles	_By :	By:
Date:	2024-11-08	Date: <u>12/17/2024</u>	Date:

OWNER - Oxnard School District

By : \_\_\_\_\_ Date: \_\_\_\_\_

# **CHANGE ORDER REQUEST (COR)**

Owi	ner:	Oxnard School District		Date:	11	1-8-2024
Permit Number:		DSA# 03-119284	DSA# 03-119284 Change E			360
Proj	ject Name:	Rose Ave. K-5 Reconstruction				
Proj	ject Number:	15650001				
To:	(Program Manager)	Gerald Schober - CFW		Contract Number:	P2	22-01685
Fro	<b>m:</b> (Contractor or Design)	Balfour Beatty		Task Order Number:		n/a
	The following is a	n itemized QUOTATION regarding requeste	d modificati	ons to the contract do	cuments	
Des	scription of Work:					
P1 to	rovide labor, material and 04/19/25 -6 month period		top (welded	l treated) traffic contro	l plates f	rom 10/19/24
А.	Subtier Contractor's C	Cost (includes Subtier Contractor Overhe	ad & Profi	it 10%)		
			ъ \$	-		
			\$ \$	-		
			Ψ	Subtotal A:	\$	-
B.	Subcontractor's Cost (	includes Subcontractor Overhead & Pro	fit NTE 15		+	
	Burns-Pacific	×	\$	8,236.12		
C.	General Contractor's (	2-4		Subtotal B:	\$	8,236.12
C.		supporting documentation.)	\$	_		
	Taxes at 9.5% of Mate		\$	-		
	Labor (includes Fringe		\$	_		
		rances at 9.5% of Labor	*	included above		
	•	nt (see attached supporting documentation)	\$	-		
				Subtotal C:	\$	-
D.	<b>General Contractor's</b> Overhead & Profit 5%		* N/A for C	Contingency Draw Req	uests	
	Overhead & Profit 5%	of Subtotal B	n/a			
	Overhead & Profit 10%	6 of Subtotal C	\$	-		
				Subtotal D:		
E.	Bond at 1%			Subtotal E:	\$	-
		Grand Total = (A + B + C + D + E)			\$	8,236.00

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 flamille

2024-11-08

Signature

Date





BID FOR: Rental and Setting of Traffic Plates	BID NO:
LOCATION: Rose Ave. Elementary School	<b>COR NO:</b> 30
FIRM: Balfour Beatty Construction Inc.	PO or RFI NO:
ADDRESS: 13520 Evening Creek Drive, Suite 270	<b>JOB NO:</b> 21-17
San Diego, CA 92128	PREVAILING WAGE: YES
CONTACT: Rafael Alamillo (805)208-7462	BID DATE: 10/11/24
E-MAIL: ralamillo@balfourbeattyus.com	

SCOPE OF WORK: Rental of 7- 6' x 8' trench top (welded treated) traffic control plates from 10/19/24 to 04/19/25 -6 month period.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS:				

Trench Top 7 @ \$168.00 for a 4 week period=\$1176.00

MATERIAL COST		Months		
1	Trench Top 6' x 8' Welded Treated	<mark>_6</mark> _	\$1,176.00	<b>\$7,056.0</b> 0
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			MATERIAL	\$7,056.00
	No Tax on Rent			\$0.00
		MA	TERIAL TOTAL	\$7,056.00
		DIRECT COSTS SUBTOTAL		\$7,056.00
		EQUIP & MATERIAL MARKUP	15%	<mark>\$1,058.40</mark>
		DIRECT COSTS TOTAL		<mark>\$8,114.40</mark>
		BOND FEE	1.50%	<mark>\$121.7</mark> 2
			GRAND TOTAL	<mark>\$8,236.12</mark>

TRENCH SHORING COMPANY

13826 Princeton Ave. MOORPARK, CA 93021

# **RENTAL QUOTE**

andraW@trenchshoring.com

Office: 805-529-4614



Tom Malloy Corporation, DBA

CassandraW@trenchshoring.com www.trenchshoring.com Page 1 of 1

CUSTOMER NO.	2848	P.O. NO.	
CUSTOMER NAME	BURNS PACIFIC CONSTRUCTION	JOB NO.	220
ORDER BY		LOCATION	220 DRISKILL
PHONE NO.			OXNARD, CA 93031
SHIPMENT METHOD	DELIVERY		

QTY	EQUIPMENT	WEIGHT (EA)	MINIMUM	DAILY (EA)	WEEKLY (EA)	4 WEEK (EA)
1	1103000608 TRENCH TOP 6'X8' WELDED TREATED	2,034	5 DAY	6.00	42.00	168.00
	ESTIMATED RENTAL TOTALS	2,034		6.00	42.00	168.00
	* NO SALES TAX ON RENTALS					
FREIGH	T CHARGE (DELIVERY & PICKUP)					
QTY	DESCRIPTION				RATE	EXTENDED
1	90000008 DELIVERY - FLAT RATE				250.0	0 250.00
1	TRUCK LOADS ON (DELIVERY)	-	1	TRUCI	K LOADS OFF (PI	CKUP)
0.0	) PER HOUR PORTAL TO PORTAL		0.00	HOURS PER	TRUCK PORTAL	TO PORTAL

\*ESTIMATED TOTAL TRANSPORTATION (DELIVERY AND PICKUP):

\*QUOTE IS VALID FOR 30 DAYS FROM DATE ISSUED AND IS SUBJECT TO CHANGE IF NOT YET AGREED. \*RATES WILL BE REVIEWED ANNUALLY.

\*TOTAL TRANSPORTATION COST IS AN ESTIMATE ONLY FOR TOTAL TRUCKING INCLUDING DELIVERY AND PICKUP AND MAY INCREASE OR DECREASE BASED ON TOTAL TIME INCLUDING TIME ON JOB.

\*ENGINEERING COST IS FOR SITE SPECIFIC ENGINEERED SHORING DESIGN. ENGINEERING COST IS AN ESTIMATE ONLY AND CAN VARY DEPENDING ON SITE CONDITIONS.

\*\*CUSTOMER MAY NEED TO UNLOAD FLAT BED SEMITRUCKS UPON DELIVERY. \*\*CUSTOMER MUST UNLOAD/LOAD AND ASSEMBLE/DIS-ASSEMBLE THESE ITEMS AT TIMES OF DELIVERY/PICK-UP.

Sign here to accept quote

Date Accepted

Return Initialed & Signed copy of quote to place order.

If you have any further questions, please give me a call. Thank you for the opportunity to provide you with a quote.

Sincerely, Cassandra Wambsgans

CassandraW@trenchshoring.com

0.00

	Owner	Х	Oxnard School District
Contingency	Architect	Х	IBI Group
Draw	Contractor	Х	Balfour Beatty
Request (CDR)	PM	Х	CFW, Inc.

## CONTINGENCY DRAW REQUEST

PROJECT	Rose Ave. K-5 Reconstruction 200 East Driskill St.	Continger	ncy Request #:	188 F	R1
	Oxnard, CA 93030	Date:	11-21-2024		
TO: The Contra	Oxnard School District 1051 South A. Street Oxnard, CA 93030 act is changed as follows:				
Provide	at Event 361 - CDR 188 R1 - Project Site Weed Rem labor, material and equipment for weed removal at p herbicide.			\$	10,411.00

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.
ву: Rafael flamills	_By :	Ву:
Date: 2024-11-21	Date: <u>12/17/2024</u>	Date:

OWNER - Oxnard School District

 $\checkmark$ 

By : \_\_\_\_\_ Date: \_\_\_\_\_

# **CHANGE ORDER REQUEST (COR)**

Ow	ner:	Oxnard School District		Date:	1	11-21-2024
Per	mit Number:	DSA# 03-119284	Change Event No.: 361		361	
Pro	ject Name:	Rose Ave. K-5 Reconstruction				
Pro	ject Number:	15650001				
To:	(Program Manager)	Gerald Schober - CFW		Contract Number:	ł	P22-01685
Fro	<b>m:</b> (Contractor or Design)	Balfour Beatty		Task Order Number:		n/a
	The following is a	n itemized QUOTATION regarding requested	d modificati	ons to the contract do	cument	ts
Des	scription of Work:					
Pı	rovide labor, material and	188 R1 - Project Site Weed Removal Due t equipment for weed removal at planters, w	eed trimmin	g, and spraying herbic	ide.	
А.	Subtier Contractor's C	Cost (includes Subtier Contractor Overhe		it 10%)		
			\$ ¢	-		
			\$ \$	-		
			φ	- Subtotal A:	¢	
B.	Subcontractor's Cost	(includes Subcontractor Overhead & Pro	fit NTF 15		φ	-
Ъ.	Marina Landscape		\$	10,410.90		
				Subtotal B:	\$	10,410.90
C.	General Contractor's		¢			
		supporting documentation.)	\$	-		
	Taxes at 9.5% of Mate		\$	-		
	Labor (includes Fringe		\$	-		
	•	trances at 9.5% of Labor	¢	included above		
	Construction Equipment	nt (see attached supporting documentation)	\$	- Subtotal C:	¢	
n	General Contractor's	Overhead and Profit*	$* N/\Lambda$ for (	Contingency Draw Req		-
D.	Overhead & Profit 5%			Jonningency Diaw Req	ucolo	
	Overhead & Profit 5%		n/a			
	Overhead & Profit 10%		s	_		
			Ψ	Subtotal D:		
E.	Bond at 1%			Subtotal E:	\$	-
		Grand Total = (A + B + C + D + E)			\$	10,411.00

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 flamille

2024-11-21

Signature

Date

COR# 007

MARINA LANDSCAPE , INC. 1900 S. LEWIS STREET ANAHEIM, CA 92805 (714) 939-6600



landstape Santscape Santscape Fosion cu decign bot

BILL TO: BALFOUR BEATTY PROJECT: ROSE AVE ES DATE: 10/30/24 JOB NO.: 172146 CONTRACT#:

DESCRIPTION: Weed removal at planters, weed trimming, and spraying herbicide.

Marina excludes any guarantee that the herbicide will effectivly kill the weeds with one application.

QTY DESCRIPTION	HOURS	HOURLY RATE	EXTENDED AMOUNTS
**** LABOR ***			
1 FOREMAN	36	102.78	,
1 LABORER	36	92.45	3,328.13
SUB-TOTAL COST LABOR		-	7,028.14
*** EQUIPMENT ***			
2 BACKPACK SPRAYERS	24	10.00	480.00
TOTAL COST EQUIPMENT		=	480.00
*** MATERIAL ***			
10 GAL CHEETAH PRO		73.22	732.20
12 EA SPRAY SUITS		10.00	120.00
1 EA WEED REMOVAL AND DISPOSA 1 TAX @ 9.25%	L	480.00 78.83	480.00 78.83
T TAX @ 3.23%		=	==================
TOTAL COST MATERIALS			1,411.03
	TOTAL LABO	= R	7,028.14
15	5.0% LABOR MAR		1,054.22
	TOTAL EQUI	PMENT	480.00
15	5.0% MARK-UP EC		72.00
	TOTAL MATE	RIALS	1,411.03
15	5.0% MARK-UP MA	TERIALS	211.65
	SUBTOTAL		10,257.04
1	.5% BOND		153.86
	GRAND TOT		======================================



# QUICK, CLEAN EDGE MAINTENANCE & SITE PREP.

Cheetah® Pro non-selective, post-emergence herbicide provides fast, effective control of the toughest broadleaf and grass weed challenges, including those resistant to glyphosate and multiple herbicide classes. Its novel mode of action works quickly to control undesirable plant vegetation around ornamental trees, shrubs, and potted plants, as well as landscape trim and natural areas. Cheetah Pro also has minimal soil residual, which makes it an effective pre-plant treatment for turf, ornamentals, and greenhouses. When applied to dormant Bermudagrass or Bahiagrass, Cheetah Pro will provide control or suppression of many winter annual weeds, including annual bluegrass.

### COMPETITIVE ADVANTAGES

- Offers broad-spectrum non-selective weed control
- Fast, effective, non-selective control of challenging grass, sedge, and broadleaf weeds
- A reliable solution for managing existing or emerging herbicide resistance issues
- Less translocation in plants creates sharp boundary markers for golf and sports fields and precise trimming around ornamental beds with increased ornamental safety
- Tank-mix compatible with SureGuard<sup>®</sup> SC for extended residual control
- Advanced formulation with a caution signal word

### AT-A-GLANCE INFO

EPA REG. NO.	228-743
ACTIVE INGR.	glufosinate ammonium (24.5%)
FORMULATION	soluble liquid
CHEM. FAMILY	phosphinic acid
HRAC NO.	10
REI	12 hours or until spray has dried
SIGNAL WORD	caution
PACKAGE SIZE	4 x .5 gal squeeze-and-
I ACNAGE SIZE	measure, 4 x 1 gal, 2 x 2.5 gal, 30 gal drum
APPLICATION	measure, 4 x 1 gal,
	measure, 4 x 1 gal, 2 x 2.5 gal, 30 gal drum spray
APPLICATION	measure, 4 x 1 gal, 2 x 2.5 gal, 30 gal drum spray
	measure, 4 x 1 gal, 2 x 2.5 gal, 30 gal drum spray
	measure, 4 x 1 gal, 2 x 2.5 gal, 30 gal drum spray



MORE PRODUCTS EXCLUSIVELY FROM NUFARM



# QUICK, CLEAN EDGE MAINTENANCE & SITE PREP.

#### **KEY USES**

Golf courses Habitat restoration and management areas Landscaped and mulched areas Ornamental gardens, trees and shrubs Pre-plant to turf and ornamental plants Natural areas

#### **KEY WEEDS CONTROLLED**

(See product label for complete list) More than 190 broadleaf weeds including: Bahiagrass\* Bermudagrass\* Chickweed Clover Groundsell Kochia Lambsquarters Mallow Morningglory Pigweed Quackgrass Ragweed Redmaids Spurge Thistle, Canada Waterhemp\* Yarrow \*Not for use in California

## **USE SUMMARY**

For spot or directed spray applications by backpack sprayers, mix Cheetah® Pro at 0.5 to 2.0 fl oz (0.009 to 0.036 lb ai) per gal of water. Larger and more difficult to control weeds require a higher use rate. When using the per gal rate, calibrate sprayers to deliver 1 gal of spray solution per 500 to 1,000 sq ft. Thorough spray coverage of weeds is necessary to maximize weed control. Spray coverage needs to be uniform, but do not spray to the point of runoff. Thoroughly clean the sprayer following use. Do not make spot or directed spray applications to desired plant foliage or stems as injury may occur.

WEED SIZE & STAGE	CHEETAH® PRO USE RATES/GAL	CHEETAH® PRO USE RATES/A
Easily controlled weeds < 3 inches tall	0.5 fl oz	24 fl oz/A
Weeds < 3 inches tall	1.0 fl oz	48 fl oz/A
Weeds < 6 inches tall and pre-tiller grass	1.25 fl oz	56 fl oz/A
Weeds > 6 inches tall or tillered grass	1.25 to 2.0 fl oz	56 to 82 fl oz/A

MAXIMUM RATE – ANNUAL: Do not apply more than 82 fl oz/A/year (1.5 lb ai/A/year).

MAXIMUM RATE – SINGLE APPLICATION: Do not apply more than 82 fl oz/A per single application (1.5 lb. ai/A/application).

MAXIMUM NUMBER OF APPLICATIONS PER YEAR: Do not apply more than a total of 3 broadcast applications per year when using reduced application rates (not to exceed a maximum of 1.5 lb ai/A/year).

MINIMUM RE-TREATMENT INTERVAL: 5 days.

FOR TRIM AND EDGE: Cheetah Pro may be used to trim and edge around trees, buildings, roads and potted plants prior to planting landscape ornamentals.

FOR DORMANT BERMUDAGRASS AND/OR BAHIAGRASS\*: Treat with 56 to 82 fl oz/A only when residential lawns are fully dormant in late fall or winter and prior to spring green-up. Spot treatments or broadcast applications of Cheetah Pro to non-dormant turfgrass may result in injury or delayed green-up. Avoid high volume and spot applications where spray volume exceeds 80 gal/A or injury or delayed green-up may occur. Applications to residential lawns are limited to spot treatments only. The maximum application rate must not exceed 4 fl oz/gal of water/1,000 sq ft (corresponding to a rate of 0.0312 lb ai/100 sq ft). Applications for renovating Bermudagrass lawns must be conducted when the weather is cool and Bermudagrass is dormant.

\*Not for use in California

See product label for complete directions for use.



#### nufarm.com/usturf

Ƴ f

For specific application rates, directions, mixing instructions and precautions, read the product label. Please visit www.nufarm.com/usturf to download a full label.

	Owner	Х	Oxnard School District
Contingency	Architect	Х	IBI Group
Draw	Contractor	Х	Balfour Beatty
Request (CDR)	PM	Х	CFW, Inc.

## CONTINGENCY DRAW REQUEST

Date:

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030

Oxnard, CA 93030

Contingency Request #: 189

1-10-2025

Oxnard School District 1051 South A. Street

The Contract is changed as follows:

TO:

 $\checkmark$ 

Ref. Cost Event 364 - CDR 189 - Perimeter Fence Repairs due to High Winds	
Provide labor, material, and equipment to repair the perimeter fence and screen damaged by recent winds during the week of 1/6/25. As discussed with Alex G and Gerald S, the high winds have displaced the project's perimeter fence and caused damage to the screen at some locations, posing a safety concern. The necessary repairs will be provided to ensure the safety of the students and the track. Some damages are adjacent to the playground. Leftover screen material that could be used for the repairs.	\$ 1,000.00

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 flamills	_By :	Ву:
Date: 2025-01-10	Date: 01/13/2025	Date:
OWNER - Oxnard School District	By :	Date:

# **CHANGE ORDER REQUEST (COR)**

Owner:	Oxnard School District		Date:	1-	-10-2025
Permit Number:	DSA# 03-119284	Ch	ange Event No.:		364
Project Name:	Rose Ave. K-5 Reconstruction		•		
Project Number:	15650001				
<b>To:</b> (Program Manager)	Gerald Schober - CFW	(	Contract Number:	P	22-01685
From: (Contractor or Design)	Balfour Beatty	Tas	k Order Number:		n/a
The following is a	n itemized QUOTATION regarding requeste	d modifications to	the contract do	cuments	6
Description of Work:					
Ref. Cost Event 364 - CDR	189 - Perimeter Fence Repairs due to High	n Winds			
				<b>.</b> .	1 1 0
	d equipment to repair the perimeter fence and law G and Gorold S, the high winds have d	-	•	-	
	Alex G and Gerald S, the high winds have d ons, posing a safety concern. The necessary		-		-
	the damages are adjacent to the playground.	· ·			
repairs.					
*	Cost (includes Subtier Contractor Overhe	ad & Profit 10%	6)		
A. Subter Contractor s C	cost (includes Subtler Contractor Overne	s	-		
		\$	_		
		\$	-		
		Ψ	Subtotal A:	\$	-
B. Subcontractor's Cost	(includes Subcontractor Overhead & Pro	ofit NTE 15%)		•	
Fence Factory		\$	1,000.00		
·			-		
			Subtotal B:	\$	1,000.00
C. General Contractor's	Cost				
Material (See attached	supporting documentation.)	\$	-		
Taxes at 9.5% of Mate	rial	\$	-		
Labor (includes Fringe	Benefits)	\$	-		
Payroll Taxes and Insu	rances at 9.5% of Labor	incl	uded above		
Construction Equipment	nt (see attached supporting documentation)	\$	-		
			Subtotal C:	\$	-
D. General Contractor's		* N/A for Contin	gency Draw Req	uests	
Overhead & Profit 5%	of Subtotal A				
Overhead & Profit 5%		n/a			
Overhead & Profit 10%	% of Subtotal C	\$	-		
			Subtotal D:		
E. Bond at 1%			Subtotal E:	\$	-
	Grand Total = $(A + B + C + D + E)$			\$	1,000.00

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 flamille

2025-01-10

Signature

Date



821 MAULHARDT AVE. OXNARD, CA. 93030 805.644.4617 805.644.0309

CALL TOLL FREE 888-713-3623

D. I. R. REGISTRATION # 1000003937

January 10, 2025

**Balfour Beatty** 

Attn: Alex

From: John

Re: Fence tune up

Alex,

Per your request, our labor rate is \$250.00 per hour per two man crew, truck, tools and equipment. If you have us onsite for four hours to rework existing material the cost would be \$1,00.00.

Respectfully,

John Martin

## Carbajal, Filbert

From:	Gerald Schober <gschober@cfwinc.com></gschober@cfwinc.com>
Sent:	Friday, January 10, 2025 12:30
То:	Garcia, Alex; Alamillo, Rafael; Lopez, Marcos; Ruiz, Ruben; rleon@oxnardsd.org
Cc:	Kuykendall, Dennis; Carbajal, Filbert
Subject:	RE: Rose Ave - Wind Damages to Perimeter Fence

Please proceed with the repairs as discussed and with the time as noted below.



Gerald Schober Vice President, Implementation Services

Caldwell Flores Winters, Inc. 521 N. 1st Avenue, Arcadia, CA 91006 Office: (626) 829-8300 Direct: (626) 829-8701 gschober@cfwinc.com www.cfwinc.com

From: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
Sent: Friday, January 10, 2025 11:03 AM
To: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Lopez, Marcos <m6lopez@oxnardsd.org>; Ruiz, Ruben
<ruben.ruiz@arcadis.com>; rleon@oxnardsd.org
Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>;
Gerald Schober <gschober@cfwinc.com>
Subject: RE: Rose Ave - Wind Damages to Perimeter Fence

Fence Factory quoted 1,000 for 4 hrs. That should cover the need it. We have left over screen that we can use for the repairs .Some of the damages are adjacent to the playground. We need to proceed Monday.

#### **Alexander Garcia**

Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

#### **Balfour Beatty**



From: Alamillo, Rafael <<u>RAlamillo@Balfourbeattyus.com</u>>
Sent: Friday, January 10, 2025 10:17 AM
To: Garcia, Alex <<u>AlexGarcia@Balfourbeattyus.com</u>>; Lopez, Marcos <<u>m6lopez@oxnardsd.org</u>>; Ruiz, Ruben
<<u>ruben.ruiz@arcadis.com</u>>; rleon@oxnardsd.org
Cc: Kuykendall, Dennis <<u>DKuykendall@Balfourbeattyus.com</u>>; Carbajal, Filbert <<u>FCarbajal@Balfourbeattyus.com</u>>;
Gerald Schober <<u>gschober@cfwinc.com</u>>
Subject: Re: Rose Ave - Wind Damages to Perimeter Fence

Alex,

Have Fence Factory provided a price for all the repairs as soon as possible.

Thanks, Rafael

## Get Outlook for iOS

From: Gerald Schober <gschober@cfwinc.com>
Sent: Friday, January 10, 2025 10:03 AM
To: Garcia, Alex <<u>AlexGarcia@Balfourbeattyus.com</u>>; Lopez, Marcos <<u>m6lopez@oxnardsd.org</u>>; Ruiz, Ruben
<<u>ruben.ruiz@arcadis.com</u>>; <u>rleon@oxnardsd.org</u> <<u>rleon@oxnardsd.org</u>>
Cc: Alamillo, Rafael <<u>RAlamillo@Balfourbeattyus.com</u>>; Kuykendall, Dennis
<<u>DKuykendall@Balfourbeattyus.com</u>>; Carbajal, Filbert <<u>FCarbajal@Balfourbeattyus.com</u>>
Subject: RE: Rose Ave - Wind Damages to Perimeter Fence

Hi Alex

Repair as needed to maintain the safety of the students and track. Thx.



Gerald Schober Vice President, Implementation Services

Caldwell Flores Winters, Inc. 521 N. 1st Avenue, Arcadia, CA 91006 Office: (626) 829-8300 Direct: (626) 829-8701 gschober@cfwinc.com www.cfwinc.com

From: Garcia, Alex <<u>AlexGarcia@Balfourbeattyus.com</u>>
Sent: Friday, January 10, 2025 9:39 AM
To: Gerald Schober <<u>gschober@cfwinc.com</u>>; Lopez, Marcos <<u>m6lopez@oxnardsd.org</u>>; Ruiz, Ruben
<<u>ruben.ruiz@arcadis.com</u>>; <u>rleon@oxnardsd.org</u>
Cc: Alamillo, Rafael <<u>RAlamillo@Balfourbeattyus.com</u>>; Kuykendall, Dennis <<u>DKuykendall@Balfourbeattyus.com</u>>;
Carbajal, Filbert <<u>FCarbajal@Balfourbeattyus.com</u>>
Subject: Rose Ave - Wind Damages to Perimeter Fence

Gerald, as mentioned in our call yesterday the recent winds have displaced the project's perimeter fence and damaged the screen at some locations. This poses a safety concern. We will move forward with making the necessary repairs. Below find pictures of the damaged.

#### **Alexander Garcia**

Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

#### **Balfour Beatty**

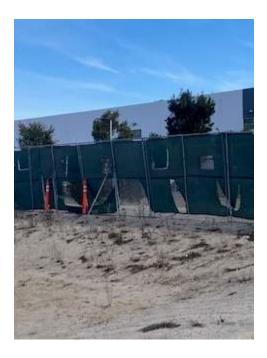


From: Alexander Garcia <<u>outlook\_3660C3DBB3AEAAFD@outlook.com</u>> On Behalf Of Alexander Garcia Sent: Thursday, January 9, 2025 3:49 PM To: Garcia, Alex <<u>AlexGarcia@Balfourbeattyus.com</u>> Subject: Fence wind

In San Diego, Orange County, Ventura and Sacramento

## External Email























Sent from my iPhone Please excuse my typos.

# **OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Scott Carroll

**Date of Meeting:** February 05, 2025

Agenda Section: Section D: Action Items

Approval of Memorandum of Understanding, Agreement #24-191 (MOU) with the Oxnard Educators Association (OEA): Early Notification of Retirement/Resignation Incentive to Permanent Certificated Teaching Employees (Carroll)

In an effort to obtain a number of Certificated teaching staff (OEA) that are considering retiring/resigning at the end of the 2024-25 school year, and in preparation for staffing the 2025-26 school year, the District is offering an Early Notification Incentive to Permanent certificated teaching employees who meet the following criteria:

- Employee must submit an irrevocable letter of retirement/resignation with a final work date no later than 6/30/25
- Employees that submit an irrevocable letter of retirement/resignation by January 31, 2025 will receive a \$3,000.00 incentive, or
- Employees that submit an irrevocable letter of retirement/resignation by February 14, 2025 will receive a \$1,500.00 incentive

## FISCAL IMPACT:

The fiscal impact is estimated at about \$46,495.00 out of the general fund.

## **RECOMMENDATION:**

It is the recommendation of the Acting Assistant Superintendent, Human Resources that the Board of Trustees approve MOU/Agreement #24-191 with OEA, as presented.

## **ADDITIONAL MATERIALS:**

Attached: Early Notification Incentive MOU/Agreement #24-191 (one page)

## MEMORANDUM OF UNDERSTANDING BETWEEN OXNARD SCHOOL DISTRICT AND THE OXNARD EDUCATORS ASSOCIATION

This Agreement was made and entered into this day January 13, 2025, by and between Oxnard School District ("District") and Oxnard Educators Association (OEA).

In an effort to obtain a number of Certificated teaching staff (OEA) that are considering retiring/resigning at the end of the 2024-25 school year, and in preparation for staffing the 2025-26 school year, the District is offering an Early Notification Incentive to Permanent certificated teaching employees who meet the following criteria:

- 1) Employee must submit an irrevocable letter of retirement/resignation with a final work date no later than 6/30/25
- 2) Employees that submit an irrevocable letter of retirement/resignation by January 31, 2025 will receive a \$3,000.00 incentive, **or**
- 3) Employees that submit an irrevocable letter of retirement/resignation by February 14, 2025 will receive a \$1,500.00 incentive
- \* Timelines will be strictly enforced
- Early retirement/resignation incentive payments will be included with the unit member's final pay warrant and all applicable state and federal taxes will be deducted.

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 June 30, 2025 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.

Dr. Scott Carroll Acting Asst. Sup., Human Resources

Stacie Thurman Oxnard Educators Association

# **OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Scott Carroll

**Date of Meeting:** February 05, 2025

Agenda Section: Section D: Action Items

Approval of the Oxnard School District (District) and Oxnard Educators Association (OEA) Tentative Agreement #24-192 on the 2025-26 School Calendar (Carroll)

The Oxnard School District (District) and the Oxnard Educators Association (OEA) have reached a tentative agreement on the 2025-2026 School Calendar.

FISCAL IMPACT: N/A

## **RECOMMENDATION:**

It is the recommendation of the Acting Assistant Superintendent, Human Resources that the Board of Trustees approve tentative agreement #24-192 between the District and OEA on the 2025-2026 School Calendar, as presented.

## **ADDITIONAL MATERIALS:**

Attached: 25-26 School Day Calendar Rev 1.14.25 (one page)

OSD Agreement #24-192

# **Oxnard School District** 2025-2026 School Calendar

		oor calendar	
July 2025	July	January 2026	January
Tu         W         Th         F         Sa           1         2         3         4         5           8         9         10         11         12           15         16         17         18         19           22         23         24         25         26           29         30         31         31         31	4 Independence Day Holiday	Su         M         Tu         W         Th         F         Sa           Image: Constraint of the system         S         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	<ul> <li>1-9 Winter Break</li> <li>19 Martin Luther King Jr. Holiday</li> <li>Wednesdays: student early release day</li> <li>14</li> </ul>
August 2025	August	February 2026	February
Tu         W         Th         F         Sa           -         1         2           5         6         7         8         9           12         13         14         15         16           (19)         20         21         22         23           26         27         28         29         30	13-14Staff Development Day (no students)15Site Staff Development Day (no students)18Teacher Prep Day (no students)19First Day of School20Regular Day Schedule (no early release)Wednesdays: student early release day	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	<ul> <li>5-6 Conference Days (minimum days for students)</li> <li>13 President's Day Holiday</li> <li>16 President's Day Holiday</li> <li>Wednesdays: student early release day</li> </ul>
September 2025	September	March 2026	March
Tu         W         Th         F         Sa           2         3         4         5         6           9         10         11         12         13           16         17         18         19         20           23         24         25         26         27	1 Labor Day Holiday	SuMTuWThFSa12345678910111213141516171819202122232425262728	30-31 Spring Break
<u>30</u>	Wednesdays: student early release day 21	29 <b>30 31</b>	Wednesdays: student early release day 20
October 2025	October	April 2026	April
Tu         W         Th         F         Sa           1         2         3         4           7         8         9         10         11           14         15         16         17         18           21         22         23         24         25           28         29         30         31	13       Staff Development Day (no students)         31       Staff Development Day (no students)         Wednesdays: student early release day	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	1-10 Spring Break Wednesdays: student early release day 14
November 2025	November	May 2026	Мау
Tu         W         Th         F         Sa           4         5         6         7         8           11         12         13         14         15           18         19         20         21         22           25         26         27         28         29	<ul> <li>11 Veterans Day Holiday</li> <li>18-21 Conference Days (minimum days for students)</li> <li>24-28 Thanksgiving Holidays</li> <li>Wednesdays: student early release day</li> </ul>	Su         M         Tu         W         Th         F         Sa           1         1         2         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	25 Memorial Day Holiday Wednesdays: student early release day 20
December 2025	December	June 2026	June
Tu         W         Th         F         Sa           2         3         4         5         6           9         10         11         12         13           16         17         18         19         20           23         24         25         26         27	19Minimum day for students and teachers22-31Winter BreakWednesdays: student early release day	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	17       Regular Day Schedule (no early release)         18       Last Day of School (Minimum day for teachers & students)         Wednesdays: student early release day
20         24         23         20         27           30         31	Free to print.	21         22         23         24         23         20         21           28         29         30	https://www.vertex42.com/calendars/school-calenda

Calendar Templa © 2021 by Vertex42.com.

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# **OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Scott Carroll

Date of Meeting: February 05, 2025

Agenda Section: Section D: Action Items

# Ratification of David Hubbard Working Out of Class - Assistant Superintendent of Business and Fiscal Services (Carroll/Fuentes)

The Director of Classified Human Resources met with the Superintendent to discuss the critical need for support during the absence and recruitment of the Assistant Superintendent of Business and Fiscal Services. Specifically, direct oversight and management of the Facilities (including construction projects), Maintenance, Grounds, and Transportation staff. David Hubbard, Chief Information Officer, offered to support and accept the additional responsibilities which fall under the role of the Assistant Superintendent of Business and Fiscal Services.

PC Rule 30.200.7 section C:

Whenever an employee is allowed to assume or is required to perform some, but not the majority of the functions and duties of a higher classification (such duties not clearly indicating the appropriateness of the higher salary range), "salary adjustment upward" compensation shall be determined by the Personnel Commission. The Personnel Commission approved this adjustment at their meeting on January 9, 2025.

The Director of Classified Human Resources conducted a market compensation analysis on Chief Business Officials and compiled salary ranges of 10 school districts in Ventura County to determine and recommend the appropriate compensation. Based on the level of scope of the responsibilities and compensation analysis, it is recommended that a 10% increase to Mr. Hubbard's current compensation would be appropriate. The support from Mr. Hubbard would provide the most cost-effective solution to the District.

## FISCAL IMPACT:

The fiscal impact for the remainder of the school year is approximately not to exceed \$13,000.00, depending on the recruitment for the Assistant Superintendent of Business and Fiscal Services, to be paid of of the General Fund.

## **RECOMMENDATION:**

It is the recommendation of the Acting Assistant Superintendent, Human Resources and the Director, Classified Human Resources that the Board of Trustees take action to ratify the 10% increase to David.

Hubbard's current salary for working out of classification effective 11/18/24 until the position of Assistant Superintendent of Business and Fiscal Services is filled.

# **OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Scott Carroll

**Date of Meeting:** February 05, 2025

Agenda Section: Section D: Action Items

Ratification of Patricia Nuñez Working Out of Class - Assistant Superintendent of Business and Fiscal Services (Carroll/Fuentes)

The Director of Classified Human Resources met with the Superintendent to discuss the critical need for support during the absence and recruitment of the Assistant Superintendent of Business and Fiscal Services. Specifically, direct oversight and management of Purchasing and Child Nutrition Services staff. Patricia Nuñez, Director of Fiscal Services, offered to support and accept the additional responsibilities which fall under the role of the Assistant Superintendent of Business and Fiscal Services.

PC Rule 30.200.7 section C:

Whenever an employee is allowed to assume or is required to perform some, but not the majority of the functions and duties of a higher classification (such duties not clearly indicating the appropriateness of the higher salary range), "salary adjustment upward" compensation shall be determined by the Personnel Commission. The Personnel Commission approved this adjustment at their meeting on January 9, 2025.

The Director of Classified Human Resources conducted a market compensation analysis on Chief Business Officials and compiled salary ranges of 10 school districts in Ventura County to determine and recommend the appropriate compensation. Based on the level of scope of the responsibilities and compensation analysis, it is recommended that a 10% increase to Mrs. Nuñez's current compensation would be appropriate. The support from Mrs. Nuñez would provide the most cost-effective solution to the District.

## FISCAL IMPACT:

The fiscal impact for the remainder of the school year is approximately not to exceed \$12,000.00, depending on the recruitment for the Assistant Superintendent of Business and Fiscal Services, to be paid out of the General Fund .

## **RECOMMENDATION:**

It is the recommendation of the Acting Assistant Superintendent, Human Resources and the Director, Classified Human Resources that the Board of Trustees take action to ratify the 10% increase to Mrs.

Nuñez's current salary for working out of classification effective 11/18/24 until the position of Assistant Superintendent of Business and Fiscal Services is filled.

# **OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Aracely Fox

Agenda Section: Section C: Support Services Agreement

## Approval of Agreement #24-193, SPSG Inc. (Fox/Nocero)

SPSG Inc. will support the Oxnard School District with the implementation and design of the STOP Violence Prevent Program Grant.

Term of Agreement: February 6, 2025 through September 30, 2027

## FISCAL IMPACT:

Not to exceed \$180,000.00 - STOP Grant - School Violence Prevention Program

## **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-193 with SPSG Inc.

## **ADDITIONAL MATERIALS:**

Attached: Agreement #24-193, SPSG Inc. (4 Pages) Proposal (8 Pages) Attachment A (10 Pages)



## **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 SCHOOL DISTRICT (the "Local Educational Agency" referred to as "Provider"). District and Provider may be refe	
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.

#### **Agreement for Short-Term Services**

- 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:
  - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
  - 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;
  - 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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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	

#### Agreement for Short-Term Services

- c. <u>Workers' Compensation Insurance</u>. 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. <u>Other Coverage as Dictated by the District</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Failure to Procure Insurance</u>. 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.

#### Agreement for Short-Term Services

**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 OF CONSULTANT SERVICES BETWEEN THE OXNARD SCHOOL DISTRICT AND <u>SPSG, INC.</u>

The Oxnard School District (hereinafter referred to as the "Administrative Agent"), whose address is 1051 South A Street, Oxnard, CA 93030, and *SPSG, Inc.* (hereinafter referred to as the "Agency"), whose address is 731 Trappers Point, Fort Collins, CO, 80524, hereby enter into this contract. For purposes of this contract, the term "parties" means the Administrative Agent and the Agency collectively. The Administrative Agent and the Agency, in consideration of the mutual promises expressed below and intending to be legally bound, agree to the following provisions as attested by their signatures below:

## ARTICLE I Time Performance

This contract shall be in effect from February 6, 2025 through September 30, 2027, unless this contract is suspended or terminated pursuant to ARTICLE IX prior to the termination date.

## ARTICLE II Scope of Work

The purpose of this Contract is for the above aforementioned parties to implement the STOP School Violence grant program according to the application for evaluation services and technical assistance.

- A. Subject to terms and conditions set forth in this contract and any attached exhibits (such exhibits are deemed to be part of this contract as fully as if set forth herein), Administrative Agent agrees to purchase, and the Agency agrees to furnish, eligible individuals those specific services detailed in this agreement.
- B. The Agency represents that the Agency and services to be provided are in compliance with the STOP grant and further represents that the staff

assigned to perform the duties as outlined in the application will possess the education, abilities, skills and experience appropriate to undertake the tasks proposed in application and will practice within the limits of their professional training and competence.

C. All services included in this contract will provided by an employee of SPSG, Inc.

## ARTICLE III Compensation for Services

- A. Unless revised or terminated pursuant to the provisions as set forth in this Contract, this Contract shall remain in full force and be effective for the period of February 6, 2025 through September 30, 2027. The parties to this Contract mutually agree that this Contract will automatically terminate at 12:00 Midnight, September 30, 2027.
- B. As compensation for performance hereunder, the Administrative Agent shall pay the Agency a fixed fee price in the amount of \$180,000 for work performed as described in this Agreement.
- C. Reimbursement for services will be done based upon the payment schedule (Attachment B). Reimbursement requires the completion of all required activities and deliverables as outlined in the Scope of Work and submission of an invoice by the Agency. Payment will be made based upon completion of services and invoiced amounts sent to the attention of the Chief Business Officer of the Administrative Agent, and subject to approval of the Administrative Agent's Board of Education, as required under California State law.
- D. The Agency agrees to accept the above amounts as full payment for the services to be performed under this Contract.
- E. Reimbursement for services is contingent on the following:
  - a. Availability of funds from the U.S. Department of Justice.

- b. Administrative Agent approval for the dispensing of the STOP funds.
- F. All payments for the Agency's services shall come from federal grant funds, and the parties expressly agree that no such payments will be made from the general fund of the Administrative Agent.

# ARTICLE IV Independent Contractor and Assignment

The Agency hereby acknowledges and agrees that it is an independent contractor of Administrative Agent, and that neither the Agency nor its employees shall be considered employees of Administrative Agent. The Agency agrees that no agency, employment, joint venture or partnership has been or will be created between the parties to this Contract. The Agency further agrees that as an independent contractor that it assumes all responsibility for any state, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums which may accrue as a result of funds received pursuant to this Contract.

## ARTICLE V Conflict of Interest and Ethics Laws

The Agency hereby covenants that neither the Agency nor any officer, member or employee of the Agency has any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract.

## ARTICLE VI Equal Employment Opportunity

In carrying out this agreement, the Agency shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.11 of the Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.

## ARTICLE VII Records, Documents and Information

- A. The Agency shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all expenditures of any nature made in the performance of this contract. Such records may be subject to inspection for the audit required by the Subsidy Agreement between the U. S. Department of Justice and Oxnard School District.
- B. The Administrative Agent is required to submit reports to the U.S. Department of Justice. The Agency will submit any requested information on the date and in the format determined by the Administrative Agent to fulfill reporting requirements.

# **ARTICLE VIII**

## **Non-Disclosure** of Personal Health Information and Student Records

All medical records will be safeguarded with confidentiality as required by law. Agency further agrees to abide by all confidentiality and non-disclosure requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g for all student records.

## ARTICLE IX Amendments, Suspension, Termination, Breach or Default

- A. This contract shall be modified or amended by written agreement and with the express written approval by authorized representatives of the Administrative Agent and the Agency.
- B. Any inaction by the Administrative Agent for a breach of this Contract by the Agency shall not constitute a waiver of the breach.
- C. In the event that either party hereto commits any breach of or default in any of the terms or conditions of this Contract, and fails to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option terminate this Contract by sending notice of termination in writing to the other party to such effect, and such termination will be effective as of the date of the receipt of such notice of termination. At that time, the Agency will give to the Administrative Agent all the information it has collected in the performance of its duties and will charge the Administrative Agent only the expenses incurred as of the date that the notice of termination is delivered.
- D. The parties further agree that in the event of cessation or reduction of state funding for the grant, this Contract will be terminated immediately (upon cessation), or otherwise modified (upon reduction) to reflect the change in funding. If the Contract is terminated under this sub-section, the Agency will give to the Administrative Agent all the information it has collected in the performance of its duties and will charge the Administrative Agent only the expenses incurred as of the date of termination.

## ARTICLE X Limitation of Liability and Indemnification

Neither party is responsible to the other party for nonperformance or delay in performance of the terms of the contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties. The Agency further agrees to indemnify, defend and hold harmless Administrative Agent from any liability, claims or demands resulting from the actions or inactions of Agency.

## ARTICLE XI Drug Free Workplace

The Agency shall comply with all applicable state and state rules, regulations and statutes pertaining to a drug free workplace. The Agency shall make a good faith effort to ensure that all employees of the Agency do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

## ARTICLE XII Construction

IN WITNESS THEREOF, the Administrative Agent and the Agency have executed this agreement as of the day and year first above written. The persons signing hereunder represent that they have full authority to do so on behalf of their respective party.

This Contract shall be governed by the laws of the State of California.

Any provision of this Contract which is found to be unlawful will be struck such that the remainder of the Contract may be enforced.

# OXNARD SCHOOL DISTRICT Oxnard, California

Attachment A

See Attached Narrative from STOP Application

# OXNARD SCHOOL DISTRICT Oxnard, California

## Attachment B

# Payment Schedule

30,000
30,000
15,000
15,000
15,000
15,000
15,000
15,000
15,000
15,000
\$180,000

## Attachment A |

Project Design and Implementation | OSD's strategic planning for our STOP grant initiative included a comprehensive process to realize our vision and mission, evaluated strengths and opportunities, and implement programs and strategies to achieve our stated goals. Specific information as to the types of violence that are present in our district and community, including examples of specific incidents and statistics, are included in Section A. OSD's strategies to address school violence include programs and activities to prevent mass violence as well as violence on or around our schools (group-based retaliatory violence), which includes programs to support students, especially children, who are victims or witnesses of violence. Our strategy includes: the use of technology solutions to prevent, mitigate, and respond to emergencies on or around school campus; a robust training program to increase the knowledge, skills, and abilities of OSD staff and community partners; implementing evidence-based curriculum and interventions for students to address and meet the identified needs; creating a community of practice within OSD and with our partnering organizations; and increasing the amount of personnel employed by the district to improve school climate and decrease school violence. Key components of our plan include a) collaboration with key stakeholders (law enforcement, mental health); b) enhancing OSD knowledge and skills by implementing a robust training for curricula to address violence and substance use prevention that includes a Train-the-Trainer model for sustainability; c) comprehensive program to reduce violent behavior; d) social emotional learning and the enhancement of Positive Behavioral Interventions & Support (PBIS) to ensure students with the greatest need receive the appropriate intervention; e) creating a trauma-informed framework to ensure a positive school climate; f) improving emergency plans, maps, crisis teams, policies, and protocols to create a safe learning environment; and g) providing specialized training for law enforcement who work in OSD schools and our community at large. Our methodology for ensuring a successful project includes a train-the-trainer approach to reduce costs and support

sustainability; fidelity with evidence-based interventions; and adopting plans, practices, and policies that are aligned with local, state and federal regulations and represent nationally recognized best practices, do not discriminate, and protect students' privacy in accordance with the information outlined by the Department of Education's Privacy Technical Assistance Center. Area #1 Technology Solutions. The technology solutions implemented under our STOP grant program to enhance the ability of our staff, students, community-at-large, as well as critical incident communication between OSD, first responders and parents will be implemented and maintained by the contractors. The contractors will work closely with OSD's Technology Director and local law enforcement to ensure compatibility and compliance with local regulations and protocols. We will implement an anonymous tip-line, WeTip, for all schools and our community that includes a 24-hour manned hotline, texting, social media reporting and emails. OSD's Student Services Department will monitor the information and ensure all information reported is directed to the appropriate referral and individuals receive the appropriate intervention. WeTip will maintain the Anonymous Reporting System (ARS) as part of their standard contract. Steps will be taken to protect the privacy of all individuals who report information as well as the identity of victims and suspects. All reports will be reviewed and shared with OSD and the community partners (law enforcement, CC) and demographic information (race, ethnicity, disability, etc.) will be redacted to ensure there is no disparate impact on who is investigated and the outcome of that investigation. We will also implement the IC Group system, a school safety solution, to communicate accurate identification of threats and/or crisis within the schools to law enforcement, as well as communication between the district and the schools, within the schools, and to parents and guardians. IC Group system is a technology solution that is accessible on a variety of platforms (computer, pad, cell phone) that provides real-time intelligence related to the crisis and increases the ability to communicate in a crisis. This tool allows any staff member to initiate an emergency response (lockdown, evacuate, shelter-in-place, etc) through a mobile panic

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button which immediately alerts all staff, 911, designated law enforcement and any other defined contacts. The benefits include instantaneous situational awareness, one-button lockdown, partnership with public safety, enhanced direct reporting, and after-action reports. Features include accessible floor plans for first responders, multiple communication methods, and quick send message capabilities. The application can be used for a variety of incidents such as an active shooter, lock down, missing child, natural disaster, etc.

### Area #2 Multi-disciplinary Behavioral Threat Assessments (BTA).

BTA teams will be enhanced at each OSD school and will receive specialized training to enhance their ability to conduct threat assessments for students who are at-risk for hurting themselves or others. The local evaluator will: track data provided by the BTA including demographic characteristics of those who undergo assessments and the referral results of those assessments; document services provided after each assessment; and review data and evaluations to ensure that follow-up services are provided and that there is no disparate impact based on race, ethnicity, or disability.

**Area #3 Training.** Our STOP grant program includes a comprehensive training series for administrators, teachers and staff, students, parents, and members of our community. It will provide specialized training for school officials in responding to related mental health crises that may precipitate violent attacks on school grounds. Training on interventions and curriculum implemented under our STOP grant are evidence-based and listed on SAMHSA's National Registry of Evidence-Based programs and practices, What Works Clearinghouse, and/or endorsed by the California Department of Education. Training will include: A) **Youth Mental Health First Aid (YMHFA)** classes for OSD employees, first responders, after-school providers, parents, and other caring adults in our community who work with children and youth. YMHFA introduces common mental health challenges for youth, reviews typical adolescent development, and teaches a 5-step action plan for how to help young people in both crisis and non-crisis situations. Two

OSD employees will become certified trainer-of-trainers in Youth Mental Health First Aid, and 400

individuals will receive this training annually. B) The Center for Safe and Resilient Schools and Workplaces (CSR) is an evidence-based program that provides concrete strategies to help educators support students in a more trauma-responsive way including fostering a trauma-sensitive school and classroom climate. The CSR program includes technical assistance and training on Trauma-Informed Skills for Educators (TISE) and Trauma-Informed Threat Assessments. Trauma-informed Skills for Educators (TISE) is a 6-hour class designed to enhance educators' knowledge about trauma and its impact on students, as well as enhance educators' ability to engage with children and youth who've been exposed to trauma. The CSR program includes coaching and technical assistance to all OSD schools and is designed to teach the key components of a trauma-informed school system and implementation of a framework for trauma-informed schools. It aligns trauma informed practices and interventions with the PBIS and Response to Intervention framework. Trauma-Informed Threat Assessments training will be provided by TSAC to enhance the skills and knowledge of BTA members. Training topics include how a threat assessment team (BTA) can be integrated into the broader framework of school safety as well as security, emergency management, and preparedness. Training objectives include: identifying components and mechanisms of a school BTA, which were originally put forth by the Safe School Initiative (SSI) alongside new guidance from the Federal Bureau of Investigation, as presented in the School Guide; understanding the purpose of a school threat assessment and the role of the mental health professional within the BTA; and discussing research informed elements of a school threat assessment. One hundred-twenty (120) OSD employees will be trained annually. C) Crime Prevention through Environmental Design (CPTED) basic and advanced courses will be completed by school personnel and law enforcement. CPTED suggests that the design of buildings, landscaping and outdoor environments can either encourage or discourage crime. CPTED attempts to minimize crime and the fear of crime by reducing criminal opportunity and fostering positive social interaction among the users of a space. The training incorporates the three elements of CPTED -Territoriality, Surveillance and Access Control. CPTED principles will be incorporated into our

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School Safety Audits. D) Too Good for Drugs, a Tier 1 curriculum will be delivered to OSD students in grades 5 through 8 by classroom teachers and will provide this curriculum to 2,700 students annually. The 10-week program provides education in social and emotional competencies and reduces risk factors for consuming illegal drugs and/or alcohol while building protective factors. E) Second **Step**, a social-emotional learning (SEL) and violence prevention Tier 1 program will be delivered to all OSD students by existing classroom teachers. F) Emergency Management and Preparedness. SPSG will conduct a School Safety Audits, enhance emergency plans, maps and protocols and facilitate and evaluate emergency exercises. The initial School Safety Audits will be conducted by SPSG and then will work closely with OSD personnel who participated in CPTED training and local law enforcement to develop protocols to continue the assessments after the period of federal funding ends. We will use the Department of Homeland Security's Exercise and Evaluation Program. Training and emergency drills will incorporate the FEMA Toolkit for Conducting Exercises and Drills. We will use the REMS Guide for Developing High-Quality School Emergency Operations Plans to ensure all plans are compliant with State and Federal requirements and incorporate national best practices - including the Incident Command System and the National Incident Management System.

Area #4 Specialized training for law enforcement. We've included funds for school and community resource officers working with OSD schools to become certified in NASRO's Basic School Resource Officer course, which includes the Triad Model of school-based policing, developing successful relationships with diverse students to support students with disabilities and behavioral health challenges, explore relevant public safety topics such as digital safety, human trafficking, mental health, and substance use abuse. They will learn best practices for de-escalation, behavioral threat assessments, emergency operations planning, and armed assailant response. Active Shooter training for OPD officers will continue as part of the department's ongoing training requirement that include tactical training for responding to a school shooting in progress. Ten (10)

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police officers with the Oxnard Police Department will receive the 40-hour training.

**Area #5 Hiring of School Personnel.** We will hire a full-time Evidence-Based Intervention Coordinator with the goal of reducing school violence and improving the school climate. They will be responsible for facilitating the training between the provider and OSD participants of all evidence-based interventions, curriculum, and programs. He/she will incorporate new programs implemented under our STOP grant program within our existing PBIS framework which enhances our ability to identify and respond to individual student needs. They will become a certified trainer in these programs to support sustainability while reducing on-going training costs. He/she will work closely with the Local Evaluator to build internal skills in assessing fidelity of these programs. Our overarching goal is to improve school safety by providing students and teachers with the tools they need to recognize, respond quickly to, and prevent acts of violence and ensure a positive school climate. The related objectives and deliverables for each of our STOP goals is included in the Goals, Objectives and Deliverables form included with this application. A table summarizing activities is included in the endnotes.<sup>i</sup>

**Data Collection and Reporting** | OSC's process for measuring project performance includes utilizing our external evaluator ("SPSG") to collect data and report on progress towards meeting our goals, objectives, and performance measures. This will support the Coordinating Council (CC) in utilizing data to guide and evaluate the impact of our STOP grant project. SPSG will create and maintain the Evaluation Plan describing how data will be collected, reported, and analyzed for process and outcome measures. Process data will be collected, analyzed and distributed monthly by SPSG and include the results of all threat assessments, disposition reports, attendance logs from training (including duration and dosage), number of individuals, students, staff, partners, and parents who receive STOP grant interventions and curricula (including duration and dosage), and the results from emergency exercises and drills. Within the first 3 months after the award, SPSG will create and maintain the Logic Model, Fidelity Implementation Plan, and the Sustainability Plan. Underlying our STOP program evaluation will be a scientifically sound logic model created by the evaluator which will identify all key components of our STOP project and

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identify the mediators through which the STOP interventions are expected to achieve our intended outcomes. The Fidelity Implementation Plan, managed by SPSG, will assess and document the degree of fidelity and variability in expected/unexpected and planned/unplanned program implementation. SPSG will also compare fidelity across sites, establish validity for the relationship between the interventions and the outcomes, measure the extent to which components of the project are responsible for outcomes, and demonstrate the relationship between program context and program processes. Our program design addresses how our STOP program activities will operate and be maintained after the period of federal funding has ended. To this end, we have included multiple opportunities to institutionalize skills and protocols through our comprehensive training program under this STOP grant, which includes the Trainthe-Trainer model, creating self-reliance and supporting sustainability. We will begin institutionalizing our sustainability plan at the onset of the award and work closely with our CC to identify additional funding sources to continue to create safe learning environments for our students and staff members. OSD is committed to maintaining programs and services included in our STOP program after the period of federal funding, including maintaining the Evidence-Based Intervention Coordinator hired through this initiative, and will also work with our CC to identify additional sources of revenue from local businesses and corporate foundations who will also benefit from a reduction in crime in our community. SPSG will work with OSD's Project Director to submit performance measure data included in the performance measures questionnaire. We reviewed the Performance Measures Questionnaire thoroughly while preparing this application and can collect and complete the questionnaire. Monthly distribution of evaluation data will allow OSD and the CC to make changes and enhancements when necessary. Outcome data will be collected, analyzed and distributed by SPSG annually. Evaluation results will be shared with the CC and other stakeholders via monthly briefings, interim evaluation reports, and a final evaluation report. Evidence-based interventions and practices are the cornerstone of our STOP Program and we will take measures to assure that they are implemented with fidelity. In conjunction with SPSG, OSD will submit regular performance data that directly relates to the goals, objectives, and deliverables identified under

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Section B as well as the *Goals, Objectives, Deliverables* form in Just Grants, and demonstrate the results of the work carried out under the STOP grant award.

<b>Program/Intervention</b>	<b>Purpose Area</b>	Participants/recipients
Goal #1: School Safety Technol		
1.a Implement WeTip	1	District and all school sites (20), students, entire community Prevent/reduce school violence using an anonymous reporting system (ARS) Increase Number of Anonymous Tips Received/Response to Tips
1.b Implement Incident Commander	1	District and all school sites (20), first responders Mitigate the impact of active school violence incidents using a mobile phone application with capabilities to share information during an active situation. Increase number of individuals trained to increase the impact of responses in exercises and real-life events.
Goal #2: Enhance Multidisciple	inary Behaviord	al Threat Assessment (BTA) Teams
Training and increased collaboration with law enforcement and mental health department	2	A multi-disciplinary BTA will be created at each school site to conduct threat assessments for students who are at-risk for hurting themselves or others.
Goal #3: Training School Perso	onnel and Educ	ating Students
Youth Mental Health First Aid	3	Two OSD employees will become certified trainer-of-trainers in Youth Mental Health First Aid. The trainers will deliver this program to OSD employees, after-school providers, law enforcement, adults in the community who work with our population and parents and guardians. 400 individuals trained annually.
Trauma-Informed Threat Assessment training	3	TSAC will provide an annual specialized training for school based mental health professionals and crisis team members. 120 OSD employees annually.
Too Good for Drugs Training	3	Twenty (20) OSD employees will participate in the 16-hour Too Good for Drugs training. The 10-week curriculum will be provided to students in grades 5 through 8. 2,700 students annually.
Second Step Training and License	3	Teachers at all OSD school sites (20) will receive the 24-hour virtual training for Second Step and license for implementation. All OSD students will receive this curriculum on an annual basis.
CPTED Training (basic and advanced)	3/4	4 OSD employees and 1 representative from law enforcement
School Safety Audits	All	Each school site (20) and district facility will receive an audit conducted by the Emergency Management Consultant.

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Emergency Exercises and Drills	All	All schools (20) with participation from first responders. The exercises will be facilitated and evaluated by the Emergency Management Consultant.
Increase community collaboration and enhance plans, policies and procedures (PPP)	All	All district employees, students, schools and law enforcement.
Goal #4: Specialized Training f	for Law Enforce	ement
NASRO Basic School Resource Officer Course <i>Goal #5: Hiring School Person</i>	4 nel to Directly S	Ten (10) police officers, including 3 School Resource Officers, with the Oxnard Police Department will receive 40-hour training. Support the Prevention of School Violence
Oversee evidence-based curriculum and interventions to reduce school violence and improve school climate	5	1 full-time Evidence-Based Intervention Coordinator will be hired.

# **OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

Agenda Section: Section D: Action Items

## Acceptance of Oxnard School District Audit Report, June 30, 2024 (Núñez)

The Oxnard School District Audit Report for Fiscal Year 2023-24, prepared by the firm of Nigro & Nigro, PC is presented to the Board.

# FISCAL IMPACT:

N/A

## **RECOMMENDATION:**

It is the recommendation of the Director of Fiscal Services that the Board accept the Oxnard School District Audit Report, June 30, 2024.

## **ADDITIONAL MATERIALS:**

Attached: Oxnard School District Audit Report June 30, 2024 (107 pages)

# OXNARD SCHOOL DISTRICT VENTURA COUNTY AUDIT REPORT

For the Fiscal Year Ended June 30, 2024



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**Financial Section** 

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#### INDEPENDENT AUDITORS' REPORT

Board of Trustees Oxnard School District Oxnard, California

#### **Report on the Audit of the Financial Statements**

#### **Opinions**

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District, as of and for the fiscal year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District, as of June 30, 2024, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Jeff Nigro, CPA, CFE | Elizabeth Nigro, CPA | Shannon Bishop, CPA | Peter Glenn, CPA, CFE | Paul J. Kaymark, CPA | Jessica Berry, CPA | Angelika Vartikyan, CPA

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#### Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of proportionate share of the net pension liability, schedule of pension contributions, schedule of changes in the District's total OPEB liability and related ratios, schedule of OPEB contributions, schedule of the District's proportionate share of the net OPEB liability-MPP Program, and the notes to the required supplementary information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Schedule of Expenditures of Federal Awards as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and other supplementary information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements attements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and other supplementary information listed in the table of contents are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

#### **Other Information**

Management is responsible for the other information included in the annual report. The other information comprises the LEA Organization Structure but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to the materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

#### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 11, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

ligro & Nigro, pe

Murrieta, California October 11, 2024

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Management's Discussion and Analysis (Unaudited) For the Fiscal Year Ended June 30, 2024

This discussion and analysis of Oxnard School District's financial performance provides an overview of the District's financial activities for the fiscal year ended June 30, 2024. Please read it in conjunction with the District's financial statements, which immediately follow this section.

#### FINANCIAL HIGHLIGHTS

- The District's financial status increased overall as a result of this year's operations. Net position of governmental activities increased by \$24.5 million, or 27.9%.
- Governmental expenses were about \$333.6 million. Revenues were about \$358.2 million.
- The District acquired \$22.8 million in new capital assets during the year.
- Governmental funds increased by \$7.0 million, or 2.6%.

### **OVERVIEW OF THE FINANCIAL STATEMENTS**

This annual report consists of three parts – management discussion and analysis (this section), the basic financial statements, and required supplementary information. The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are *District-wide financial* statements that provide both short-term and long-term information about the District's overall financial status.
- The remaining statements are *fund financial* statements that focus on individual parts of the District, reporting the District's operations in more detail than the District-wide statements.
  - The *governmental funds* statements tell how basic services like regular and special education were financed in the short term as well as what remains for future spending.
  - *Fiduciary funds* statement provides information about the financial relationships in which the District acts solely as a trustee or custodian for the benefit of others to whom the resources belong.

The financial statements also include notes that explain some of the information in the Management's Basic statements and provide more **Discussion and** Financial detailed data. Figure A-1 Analysis Information shows how the various parts of this annual report are arranged and related to one another. District-wide Fund Financial Financial Statements Statements

SUMMARY



Required

Supplementary

Information

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DETAIL

### **OVERVIEW OF THE FINANCIAL STATEMENTS (continued)**

The remainder of this overview section of management's discussion and analysis highlights the structure and contents of each of the statements.

#### **District-Wide Statements**

The District-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The Statement of Net Position includes all of the District's assets and liabilities. All of the current year's revenues and expenses are accounted for in the Statement of Activities regardless of when cash is received or paid.

The two District-wide statements report the District's net position and how it has changed. Net position – the difference between the District's assets and deferred outflows of resources and liabilities and deferred inflows of resources – is one way to measure the District's financial health, or *position*.

- Over time, increases and decreases in the District's net position are an indicator of whether its financial position is improving or deteriorating, respectively.
- To assess the overall health of the District, you need to consider additional nonfinancial factors such as changes in the District's demographics and the condition of school buildings and other facilities.
- In the District-wide financial statements, the District's activities are categorized as *Governmental Activities*. Most of the District's basic services are included here, such as regular and special education, transportation, and administration. Property taxes and state aid finance most of these activities.

#### **Fund Financial Statements**

The fund financial statements provide more detailed information about the District's most significant funds – not the District as a whole. Funds are accounting devices the District uses to keep track of specific sources of funding and spending on particular programs:

- Some funds are required by State law and by bond covenants.
- The District establishes other funds to control and manage money for particular purposes (like repaying its long-term debt) or to show that it is properly using certain revenues.

The District has two kinds of funds:

- **Governmental funds** Most of the District's basic services are included in governmental funds, which generally focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of the District-wide statements, we provide additional information on a separate reconciliation page that explains the relationship (or differences) between them.
- *Fiduciary funds* Fiduciary funds are used to account for resources held for the benefit of parties outside the District. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the District's own programs. The District's fiduciary fund is an OPEB Trust Fund. The accounting used for fiduciary funds is much like that used for proprietary funds.

#### FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

**Net Position.** The District's combined net position was higher on June 30, 2024, than it was the year before – increasing 27.9% to \$112.4 million (See Table A-1).

#### **Table A-1: Statement of Net Position**

	Governmen	tal Ac	tivities	Variance Increase
	 2024		2023	(Decrease)
Assets				
Current assets	\$ 307,658,181	\$	300,889,116	\$ 6,769,065
Capital assets	 446,639,342		432,350,979	14,288,363
Total assets	 754,297,523		733,240,095	21,057,428
Deferred outflows of resources	 119,785,561		102,790,710	 16,994,851
Liabilities				
Current liabilities	32,750,928		32,428,813	322,115
Long-term liabilities	663,644,241		631,799,748	31,844,493
Total liabilities	 696,395,169		664,228,561	32,166,608
Deferred inflows of resources	65,271,159		83,929,512	(18,658,353)
Net position				
Net investment in capital assets	178,275,331		161,527,517	16,747,814
Restricted	117,997,431		117,348,872	648,559
Unrestricted	 (183,856,006)		(191,003,657)	 7,147,651
Total net position	\$ 112,416,756	\$	87,872,732	\$ 24,544,024

**Changes in net position, governmental activities.** The District's total revenues decreased 2.5% to \$358.2 million (See Table A-2). The decrease is due primarily to a decrease of \$5.7 million from state facilities funds received in 2022-23.

The total cost of all programs and services increased 20.5% to \$333.6 million. The District's expenses are predominantly related to educating and caring for students, 78.9%. The purely administrative activities of the District accounted for just 8.2% of total costs. A significant contributor to the increase in costs was increased salaries and salary-related benefits and pension costs.

Management's Discussion and Analysis (Unaudited) For the Fiscal Year Ended June 30, 2024

#### FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE (continued)

#### **Table A-2: Statement of Activities**

	Governmental Activities					Variance Increase
		2024		2023		(Decrease)
Revenues						
Program Revenues:						
Charges for services	\$	550,880	\$	1,408,284	\$	(857,404)
Operating grants and contributions		104,997,406		122,450,631		(17,453,225)
Capital grants and contributions		617,011		6,325,319		(5,708,308)
General Revenues:						
Property taxes		53,894,728		49,344,658		4,550,070
Federal and state aid not restricted		184,868,321		180,973,634		3,894,687
Other general revenues		13,223,238		6,754,821		6,468,417
Total Revenues		358,151,584		367,257,347		(9,105,763)
Expenses						
Instruction-related		207,677,325		179,767,871		27,909,454
Pupil services		55,470,846		42,887,445		12,583,401
Administration		27,233,397		16,561,116		10,672,281
Plant services		26,619,401		23,513,326		3,106,075
All other activities		16,606,591		14,008,618		2,597,973
Total Expenses		333,607,560		276,738,376		56,869,184
Increase (decrease) in net position		24,544,024		90,518,971		(65,974,947)
Net Position	\$	112,416,756	\$	87,872,732	\$	24,544,024

## FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

The financial performance of the District as a whole is reflected in its governmental funds as well. As the District completed this year, its governmental funds reported a combined fund balance of \$280.0 million, which is above last year's ending fund balance of \$273.0 million. The primary cause of the increased fund balance is increased federal and state grant funding.

#### **Table A-3: The District's Fund Balances**

	Fund Balances									
		July 1, 2023	23 Revenues Expenditures			C	Other Sources and (Uses)	June 30, 2024		
Fund						•		<b>`</b>		· · · ·
General Fund	\$	141,196,059	\$	314,320,501	\$	308,569,142	\$	-	\$	146,947,418
Student Activity Fund		207,785		221,299		240,273		-		188,811
Child Development Fund		632,225		(276,029)		-		-		356,196
Cafeteria Fund		9,969,627		16,214,002		11,684,022		-		14,499,607
Deferred Maintenance Fund		6,242,868		4,327,150		4,510,068		-		6,059,950
Building Fund		76,104,521		4,000,667		9,775,302		-		70,329,886
Capital Facilities Fund		8,476,800		1,544,376		723,632		-		9,297,544
County School Facilities Fund		11,406,415		7,820,178		6,833,644		-		12,392,949
Bond Interest and Redemption Fund		18,792,503		20,549,639		19,384,638		-		19,957,504
Totals	\$	273,028,803	\$	368,721,783	\$	361,720,721	\$	-	\$	280,029,865

#### FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS (continued)

#### **General Fund Budgetary Highlights**

Over the course of the year, the District revised the annual operating budget several times. The major budget amendments fall into these categories:

- Revenues increased by \$19.7 million primarily to reflect federal and state budget actions.
- Salaries and benefits costs increased \$14.5 million to reflect revised cost estimates.
- Other non-personnel expenses increased \$19.4 million to revise operational cost estimates.

While the District's final budget for the General Fund anticipated that revenues would fall short of expenditures by about \$22.9 million, the actual results for the year show that revenues exceeded expenditures by roughly \$5.8 million. Actual revenues were \$14.5 million more than anticipated, and expenditures were \$14.2 million less than budgeted.

That amount consists primarily of capital outlay and restricted program dollars that were not spent as of June 30, 2024, that will be carried over into the 2024-25 budget.

#### CAPITAL ASSET AND DEBT ADMINISTRATION

#### **Capital Assets**

By the end of 2023-24 the District had acquired \$22.8 million in new capital assets, related to land, construction in progress, site improvements, and equipment purchases. (More detailed information about capital assets can be found in Note 6 to the financial statements). Total depreciation expense for the year was \$8.1 million and amortization expense was \$0.5 million.

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#### Table A-4: Capital Assets at Year End, net of Depreciation

	 Governmen	tal Ac	tivities	Variance Increase
	 2024		2023	(Decrease)
Land	\$ 39,089,804	\$	39,089,804	\$ -
Improvement of sites	18,037,125		17,876,622	160,503
Buildings	283,664,934		289,670,049	(6,005,115)
Equipment	6,926,087		4,290,827	2,635,260
Construction in progress	97,656,385		81,423,677	16,232,708
Subscription assets	 1,265,007		-	 1,265,007
Totals	\$ 446,639,342	\$	432,350,979	\$ 14,288,363

#### Long-Term Debt

At year-end the District had 663.6 million in long-term liabilities – an increase of 5.0% from last year – as shown in Table A-5. (More detailed information about the District's long-term liabilities is presented in Notes 7-9 to the financial statements).

#### Table A-5: Outstanding Long-Term Debt at Year-End

	Governmen	Variance Increase			
	 2024	 2023	(Decrease)		
General obligation bonds	\$ 343,897,051	\$ 350,990,163	\$	(7,093,112)	
Direct placement debt	9,551,000	10,099,000		(548,000)	
Certificates of participation	7,572,500	7,759,772		(187,272)	
Compensated absences	1,368,566	1,236,162		132,404	
Supplemental early retirement plan	6,675,879	-		6,675,879	
Net pension liability	212,229,819	180,736,336		31,493,483	
Other postemployment benefits	 82,349,426	 80,978,315		1,371,111	
Totals	\$ 663,644,241	\$ 631,799,748	\$	31,844,493	

Management's Discussion and Analysis (Unaudited) For the Fiscal Year Ended June 30, 2024

### FACTORS BEARING ON THE DISTRICT'S FUTURE

#### State Budget

The Legislature passed an initial budget on June 15, 2024. The main structural difference between the legislative package and the May Revision was that the legislative package started the proposed limitation on NOLs and tax credits one year earlier—resulting in roughly \$5 billion in additional revenue. The Legislature's budget used that additional budget capacity to reject some of the Governor's spending solutions and/or provide other augmentations. The legislative package also included a large number of other smaller changes across a variety of programs. The legislative package used slightly more (nearly \$1 billion) in general purpose reserves than the May Revision.

#### **K-14 Education**

#### Funds Modest COLA and a Few Smaller Augmentations

For 2024-25, the budget provides \$1 billion to cover a 1.07 percent COLA for existing school and community college programs. For schools, the budget also provides an increase of \$300 million (\$179 million ongoing and \$121 million one time) to cover cost increases related to universal school meals. A small portion of the budget's remaining funds are allocated to cover enrollment- and caseload-driven increases in a few specific areas.

#### Implements Small Payment Deferral

The budget reduces spending in 2024-25 by deferring \$487 million in payments to 2025-26. Of this deferral, half applies to schools and half applies to community colleges. The state will implement the deferral by delaying a portion of the payment districts ordinarily would receive in June 2025 to July 2025. The law allows school districts to be exempt from this deferral (meaning they would receive all of their funding on time) if they can show the delay would cause fiscal insolvency. The purpose of the deferral is to reduce spending in 2024-25 to the minimum level required by Proposition 98.

#### Suspends Proposition 98 Requirement and Reduces Spending

For 2023-24, the budget invokes a provision allowing the state to suspend the minimum Proposition 98 requirement and reduce spending on schools and community colleges by \$8.3 billion relative to the level otherwise required that year. Separate from this action, the budget makes a \$2.6 billion reduction attributable to 2022-23. Both of these reductions lower the Proposition 98 requirement on an ongoing basis. The combined effect of these reductions is to reduce General Fund spending by \$12.7 billion over the 2022-23 through 2024-25 period. As required by the State Constitution, the budget also withdraws the entire balance from the Proposition 98 Reserve (\$8.4 billion) in 2023-24 to supplement the funding provided to schools and community colleges. In 2024-25, the budget begins to build back the Proposition 98 Reserve by making a discretionary deposit of nearly \$1.1 billion.

#### **Bond Funds**

The state is seeking approval of two bond measures on the November 2024 ballot: Proposition 2 and Proposition 4. Proposition 2 would allow the state to borrow \$10 billion to build new facilities and renovate existing facilities at school districts and community colleges. The cost to repay this bond would be about \$500 million each year for 35 years. Proposition 4 would allow the state to borrow \$10 billion to pay for various natural resources and climate activities. The cost to repay this bond would be about \$400 million each year for 40 years. The cost to repay both bonds would total about \$900 million each year.

Management's Discussion and Analysis (Unaudited) For the Fiscal Year Ended June 30, 2024

#### FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)

#### Scores Savings Related to Attendance and a Few Other Adjustments

In response to significant declines in attendance over the past several years, the state adopted a series of policies temporarily funding school districts based on the attendance they reported prior to the COVID-19 pandemic. For 2024-25, the budget assumes savings of \$1.8 billion as these higher pre-pandemic attendance levels phase out of district funding calculations. In addition, the budget obtains \$1.2 billion in savings by (1) deferring some payments from 2024-25 to 2025-26, (2) reducing funding for State Preschool that is expected to go unused, and (3) repurposing certain unspent appropriations from previous years. Under the Constitution, the state must dedicate all of these savings to other school and community college purposes.

All of these factors were considered in preparing the Oxnard School District budget for the 2024-25 fiscal year.

### CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the Districts accountability for the money it receives. If you have questions about this report or need additional information, contact the Assistant Superintendent of Budget and Fiscal Services, Oxnard School District, 1051 South A Street, Oxnard, California 93030 or at (805) 385-1501.

Statement of Net Position June 30, 2024

	Total Governmental Activities			
ASSETS				
Deposits and investments	\$ 279,528,556			
Accounts receivable	27,788,739			
Stores inventories	340,886			
Capital assets:				
Non-depreciable assets	136,746,189			
Depreciable assets	413,913,025			
Less accumulated depreciation	(105,284,879			
Subscription assets	1,757,364			
Less accumulated amortization	(492,357			
Total assets	754,297,523			
DEFERRED OUTFLOWS OF RESOURCES				
Deferred amounts on refunding	11,367,399			
Deferred outflows related to OPEB	17,955,443			
Deferred outflows related to pensions	90,462,719			
Total deferred outflows of resources	119,785,561			
LIABILITIES				
Accounts payable	25,974,908			
Accrued interest payable	5,122,612			
Unearned revenues	1,653,408			
Noncurrent liabilities				
Due or payable within one year	10,739,129			
Due in more than one year:				
Other than OPEB and pensions	358,325,867			
Total OPEB liability	82,349,426			
Net pension liability	212,229,819			
Total liabilities	696,395,169			
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to OPEB	35,922,178			
Deferred inflows related to pensions	29,348,981			
Total deferred inflows of resources	65,271,159			
NET POSITION				
Net investment in capital assets	178,275,331			
Restricted for:				
Capital projects	21,690,493			
Debt service	19,957,504			
Student activity	188,811			
Categorical programs	76,160,623			
Unrestricted	(183,856,006			

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Statement of Activities For the Fiscal Year Ended June 30, 2024

			Program Revenues							Net (Expense)	
Functions/Programs		Expenses		Charges for Services		Operating Grants and Contributions		Capital Grants and Contributions		Revenue and Changes in Net Position	
Governmental Activities											
Instructional Services:	_										
Instruction	\$	175,716,937	\$	4,129	\$	50,769,228	\$	617,011	\$	(124,326,569	
Instruction-Related Services:											
Supervision of instruction		12,024,264		1,189		4,897,088		-		(7,125,987	
Instructional library, media and technology		1,460,742		-		1,173,724		-		(287,018	
School site administration		18,475,382		2,076		2,614,914		-		(15,858,392	
Pupil Support Services:											
Home-to-school transportation		6,601,879		186		596,442		-		(6,005,251	
Food services		11,519,176		139,469		15,626,327		-		4,246,620	
All other pupil services		37,349,791		21,595		5,991,179		-		(31,337,017	
General Administration:											
Data processing		4,677,044		-		708,831		-		(3,968,213	
All other general administration		22,556,353		5,473		5,682,169		-		(16,868,711	
Plant Services		26,619,401		154,755		6,769,443		-		(19,695,203	
Ancillary Services		240,273		-		221,299		-		(18,974	
Community Services		142,029		-		-		-		(142,029	
Interest on Long-term Debt		13,398,019		-		-		-		(13,398,019	
Other Outgo		2,333,913		222,008		9,946,762		-		7,834,857	
Amortization (unallocated)		492,357		-		-		-		(492,357	
Total governmental activities	\$	333,607,560	\$	550,880	\$	104,997,406	\$	617,011		(227,442,263	

General Revenues:	
Property taxes	53,894,728
Federal and state aid not restricted to specific purposes	184,868,321
Interest and investment earnings	11,059,510
Miscellaneous	2,163,728
Total general revenues	251,986,287
Change in net position	24,544,024
Net position - July 1, 2023	87,872,732
Net position - June 30, 2024	\$ 112,416,756

Balance Sheet – Governmental Funds June 30, 2024

		General Fund		Building Fund	Non-Major overnmental Funds	Total Governmental Funds		
ASSETS								
Deposits and investments	\$	146,685,569	\$	70,121,806	\$ 62,721,181	\$	279,528,556	
Accounts receivable		21,171,442		1,595,836	5,021,461		27,788,739	
Due from other funds		337,369		-	-		337,369	
Inventories		315,139		-	 25,747		340,886	
Total Assets	\$	168,509,519	\$	71,717,642	\$ 67,768,389	\$	307,995,550	
LIABILITIES AND FUND BALANCE	S							
Liabilities								
Accounts payable	\$	20,941,642	\$	1,387,756	\$ 3,645,510	\$	25,974,908	
Due to other funds		-		-	337,369		337,369	
Unearned revenue		620,459		-	 1,032,949		1,653,408	
Total Liabilities		21,562,101		1,387,756	5,015,828		27,965,685	
Fund Balances								
Nonspendable		335,139		-	25,953		361,092	
Restricted		61,304,820		70,329,886	56,666,658		188,301,364	
Committed		-		-	6,059,950		6,059,950	
Unassigned		85,307,459		-	 -		85,307,459	
Total Fund Balances		146,947,418		70,329,886	 62,752,561		280,029,865	
Total Liabilities and Fund Balances	\$	168,509,519	\$	71,717,642	\$ 67,768,389	\$	307,995,550	

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*Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position June 30, 2024* 

Total fund balances - governmental funds		\$ 280,029,865
In governmental funds, only current assets are reported. In the statement of net position, all assets including capital assets less accumulated depreciation and lease and subscription assets less accum amortization.	*	
Capital assets at historical cost: Accumulated depreciation: Subscriptions assets at historical cost Accumulated amortization Net:	550,659,214 (105,284,879) 1,757,364 (492,357)	446,639,342
In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmatured interest owing at the end of		
the period was:		(5,122,612)
In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:		
Certificates of participation payable	7,572,500	
Supplemental early retirement plan	6,675,879	
Compensated absences payable	1,368,566	
Other postemployment benefits General obligation bonds payable	82,349,426 343,897,051	
Private placement debt	9,551,000	
Net pension liability	212,229,819	(663,644,241)
Deferred amounts on refunding represent amounts paid to an escrow agent in excess of the outstanding debt at the time of the payment for refunded bonds which have been defeased. In the government-wide statements it is recognized as a deferred outflow of resources. The remaining deferred amounts on refunding at the end of the period were:		11,367,399
In governmental funds, deferred outflows and inflows of resources relating to OPEB are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported. Deferred inflows and outflows relating to OPEB for the period were:		
Deferred outflows of resources	17,955,443	
Deferred inflows of resources	(35,922,178)	(17,966,735)
In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported. Deferred inflows and outflows relating to pensions for the period were:		
Deferred outflows of resources	90,462,719	61 112 729
Deferred inflows of resources	(29,348,981)	61,113,738
Total net position - governmental activities	-	\$ 112,416,756

Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds For the Fiscal Year Ended June 30, 2024

	General Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds
REVENUES				
LCFF sources	\$ 208,304,61		\$ 4,000,000	\$ 212,304,617
Federal sources	20,060,27		11,710,154	31,770,433
Other state sources	56,828,78		10,695,340	67,524,121
Other local sources	29,126,82	4 4,000,66	23,995,121	57,122,612
Total Revenues	314,320,50	4,000,66	50,400,615	368,721,783
EXPENDITURES				
Current:				
Instruction	183,255,64	-1 -	-	183,255,641
Instruction-Related Services:				
Supervision of instruction	12,561,71	1 -	-	12,561,711
Instructional library, media and technology	1,366,34	-2 -	-	1,366,342
School site administration	18,949,84	-2 -	-	18,949,842
Pupil Support Services:				
Home-to-school transportation	7,401,50	9 -	-	7,401,509
Food services	126,34	-6 -	11,314,144	11,440,490
All other pupil services	39,124,41	- 0	-	39,124,410
Ancillary services	-	-	240,273	240,273
Community Services	62,18	- 7	-	62,187
General Administration Services:				
Data processing services	4,628,14	4 -	-	4,628,144
Other general administration	15,655,44	-6 -	16,371	15,671,817
Plant Services	22,980,28	- 7	248,150	23,228,437
Transfer of Indirect Costs	(327,63	- 0)	327,630	-
Capital Outlay	450,99	9,775,30	11,269,764	21,496,060
Intergovernmental Transfers	2,333,91	3 -	-	2,333,913
Debt Service:				
Principal	-	-	8,127,480	8,127,480
Interest			11,832,465	11,832,465
Total Expenditures	308,569,14	9,775,30	43,376,277	361,720,721
Excess (Deficiency) of Revenues				
Over (Under) Expenditures	5,751,35	9 (5,774,63	7,024,338	7,001,062
Fund Balances, July 1, 2023	141,196,05	9 76,104,52	55,728,223	273,028,803
Fund Balances, June 30, 2024	\$ 146,947,41	8 \$ 70,329,88	6 \$ 62,752,561	\$ 280,029,865

Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities For the Fiscal Year Ended June 30, 2024

Total net change in fund balances - governmental funds	\$ 7,001,062
Amounts reported for governmental activities in the statement of activities are different because:	
In governmental funds, the costs of capital assets and lease assets are reported as expenditures in the period when the assets are acquired. In the statement of activities, costs of capital assets and lease assets are allocated over their estimated useful lives and their lease terms as depreciation expense and amortization expense, respectively. The difference between capital outlay expenditures and depreciation expense and amortization expense for the period is:	
Expenditures for capital outlay22,840,384Depreciation expense(8,059,664)Amortization expense(492,357)	14,288,363
In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reduction of liabilities. Expenditures for repayment of the principal portion of long-term debt were:	8,127,480
The amounts paid to the refunded bond escrow agent in excess of the refunded bond at the time of payment are recorded as deferred amounts on the refunding and are amortized over the life of the liability. Amortization of deferred amounts on refunding were:	(712,346)
In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period, was:	(554,112)
In the statement of activities, compensated absences are measured by the amounts <i>earned</i> during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually <i>paid</i> ).	(132,404)
In governmental funds, accreted interest on capital appreciation bonds is not recorded as an expenditure from current resources. In the government-wide statement of activities, however, this is recorded as interest expense for the period.	(1,118,048)
In governmental funds, if debt is issued at a premium or discount, the premium or discount is recognized as an other financing source or an other financing use in the period it is incurred. In the government-wide statements, the premium is amortized as interest over the life of the debt. Net amortization of premium or discount for the period is:	818,952
In the government-wide statements, expenses must be accrued in connections with any liabilities incurred during the period that are not expected to be liquidated with current financial resources, in addition to compensated absences and long-term debt. Examples include special termination benefits such as early retirement incentives financed over time. This year, expenses for such obligations were:	(6,675,879)
In governmental funds, OPEB expenses are recognized when employer contributions are made. In the statement of activities, OPEB expenses are recognized on the accrual basis. This year, the difference between OPEB expenses and actual employer OPEB contributions was:	(1,288,515)
In government funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was:	 4,789,471
Change in net position of governmental activities	\$ 24,544,024

Statement of Fiduciary Net Position June 30, 2024

	Trust Fund Retiree Benefits						
	Fund						
Assets							
Deposits and investments	\$	8,355,956					
Accounts receivable		3,911,750					
Total Assets		12,267,706					
Net Position							
Restricted for postemployment benefits	\$	12,267,706					

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# Statement of Changes in Fiduciary Net Position For the Fiscal Year Ended June 30, 2024

		Trust Fund			
	Retiree Benefits				
	Fund				
ADDITIONS					
Interest and increase in fair value of investments	\$	425,144			
In-district contributions		3,707,615			
Total Additions		4,132,759			
<b>DEDUCTIONS</b> Operating expenditures		3,002,310			
Total Deductions		3,002,310			
Net Increase (Decrease)		1,130,449			
Net position - July 1, 2023		11,137,257			
Net position - June 30, 2024	\$	12,267,706			

Notes to Financial Statements June 30, 2024

# NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Oxnard School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The following is a summary of the more significant policies:

#### A. Reporting Entity

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, and agencies that are not legally separate from the District. For the District, this includes general operations, food service, and student-related activities of the District.

Component units are legally separate organizations for which the District is financially accountable. Component units may also include organizations that are fiscally dependent on the District, in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete.

The District has identified no organizations that are required to be reported as component units.

#### B. Basis of Presentation, Basis of Accounting

#### 1. Basis of Presentation

#### **District-Wide Financial Statements**

The Statement of Net Position and the Statement of Activities display information about the primary government (the District). These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions.

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

#### **Fund Financial Statements**

The fund financial statements provide information about the District's funds, including its fiduciary funds. Separate statements for each fund category - *governmental* and *fiduciary* - are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

#### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### B. Basis of Presentation, Basis of Accounting (continued)

# 1. Basis of Presentation (continued)

#### **Major Governmental Funds**

The District reports the following major governmental funds:

**General Fund:** This is the chief operating fund for the District. It is used to account for the ordinary operations of the District. All transactions except those accounted for in another fund are accounted for in this fund.

**Building Fund:** This fund exists primarily to account separately for proceeds from the sale of bonds (*Education Code* Section 15146) and may not be used for any purposes other than those for which the bonds were issued.

#### Non-Major Governmental Funds

The District maintains the following non-major governmental funds:

**Special Revenue Funds:** Special revenue funds are established to account for the proceeds from specific revenue sources (other than trusts, major capital projects, or debt service) that are restricted or committed to the financing of particular activities, that compose a substantial portion of the inflows of the fund, and that are reasonably expected to continue. Additional resources that are restricted, committed, or assigned to the purpose of the fund may also be reported in the fund.

**Student Activity Fund**: The District maintains a separate fund for each school that operates an ASB fund, whether it is organized or not.

**Child Development Fund:** This fund is used to account separately for federal, state, and local revenues to operate child development programs.

**Cafeteria Fund:** This fund is used to account separately for federal, state, and local resources to operate the food service program (*Education Code* Sections 38090 and 38093).

**Deferred Maintenance Fund:** This fund is used to account separately for revenues that are restricted or committed for deferred maintenance purposes (*Education Code* Section 17582).

**Capital Projects Funds:** Capital projects funds are established to account for financial resources to be used for the acquisition or construction of major capital facilities and other capital assets (other than those financed by proprietary funds and trust funds).

**Capital Facilities Fund:** This fund is used to primarily account separately for moneys received from fees levied on development projects as a condition of approval (*Education Code* Sections 17620-17626 and *Government Code* Section 65995 et seq.).

**County School Facilities Fund:** This fund is used primarily to account for new school facility construction, modernization projects, and facility hardship grants, as provided in the Leroy F. Greene School Facilities Act of 1998 (*Education Code* Section 17070.10 et seq.).

#### **Debt Service Funds:**

**Bond Interest and Redemption Fund:** This fund is used for the repayment of bonds issued for the District (*Education Code* Sections 15125-15262).

# NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### **B.** Basis of Presentation, Basis of Accounting (continued)

#### 1. Basis of Presentation (continued)

#### Non-Major Governmental Funds (continued)

#### **Fiduciary Funds**

Fiduciary funds are used to account for assets held in a trustee or custodial capacity for others that cannot be used to support the District's own programs. The key distinction between trust and custodial funds is that trust funds are subject to a trust agreement that affects the degree of management involvement and the length of time that the resources are held. The District maintains the following fiduciary funds:

**Retiree Benefit Fund:** This fund exists to account separately for amounts held in trust from salary reduction agreements, other irrevocable contributions for employees' retirement benefit payments, or both.

#### 2. Measurement Focus, Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resource or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The District-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities for the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

As a general rule the effect of interfund activity has been eliminated from the District-wide financial statements. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

#### 3. Revenues - Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as not to distort normal revenue patterns, with specific respect to reimbursement grants and corrections to state-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, interest, certain grants, and other local sources.

# NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### B. Basis of Presentation, Basis of Accounting (continued)

#### 3. Revenues - Exchange and Non-Exchange Transactions (continued)

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose requirements. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

# C. Budgetary Data

The budgetary process is prescribed by provisions of the California *Education Code* and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1 of each year. The District governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for. For budget purposes, on behalf payments have not been included as revenue and expenditures as required under generally accepted accounting principles.

# **D.** Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

# E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position

# 1. Cash and Cash Equivalents

The District considers cash and cash equivalents to be cash on hand and demand deposits. In addition, because the Treasury Pool is sufficiently liquid to permit withdrawal of cash at any time without prior notice or penalty, equity in the pool is also deemed to be a cash equivalent.

# 2. Inventories and Prepaid Items

Inventories are valued at cost using the first-in/first-out (FIFO) method. The costs of governmental fund-type inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

# NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

# E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

#### 3. Capital Assets

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value rather than fair value. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Description	Estimated Lives
Buildings and Improvements	25-40 years
Land Improvements	14-30 years
Furniture and Equipment	5-15 years

# 4. Unearned Revenue

Unearned revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the combined balance sheet and revenue is recognized.

Certain grants received that have not met eligibility requirements are recorded as unearned revenue. On the governmental fund financial statements, receivables that will not be collected within the available period are also recorded as unearned revenue.

# 5. Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time.

# 6. Compensated Absences

The liability for compensated absences reported in the District-wide statements consists of unpaid, accumulated annual and vacation leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included.

# NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

# E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

#### 7. Leases

#### Lessee:

At the commencement of a lease, the District initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the District determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The District uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the District generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the District is reasonably certain to exercise.

The District monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

If material, lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

#### Lessor:

At the commencement of a lease, the District initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the District determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The District uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The District monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

# NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

# E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

#### 8. Subscription-Based Information Technology Arrangements

A SBITA is defined as a contract that conveys control of the right to use another party's information technology software, alone or in combination with tangible capital assets, as specified in the contract for a period of time in an exchange or exchange-like transaction.

The subscription term includes the period during which the District has a noncancellable right to use the underlying IT assets. The subscription term also includes periods covered by an option to extend or to terminate.

If material, the District recognizes a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability. The District recognizes the subscription liability at the commencement of the subscription term, which is when the subscription asset is placed into service. The subscription liability is measured at the present value of subscription payments expected to be made during the subscription term. Future subscription payments are discounted using the interest rate the SBITA vendor charges the District which may be implicit, or the District's incremental borrowing rate if the interest rate is not readily determinable. The District recognizes amortization of the discount on the subscription liability as an outflow of resources (for example, interest expense) in subsequent financial reporting periods.

# 9. Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District Plan and CalSTRS Medicare Premium Payment (MPP) Program and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the Plans. For this purpose, the Plans recognize benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

# 10. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District's California State Teachers Retirement System (CalSTRS) and California Public Employees' Retirement System (CalPERS) plans and addition to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalSTRS and CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

# 11. Fund Balances

The fund balance for Governmental Funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

**Nonspendable**: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

# NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

# E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

#### **11. Fund Balances (continued)**

**Restricted**: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

**Committed**: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

**Assigned**: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

**Unassigned**: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

# 12. Net Position

Net position is classified into three components: net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

- Net investment in capital assets This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.
- **Restricted** This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- Unrestricted net position This component of net position consists of net position that does not meet the definition of "net investment in capital assets" or "restricted".

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Notes to Financial Statements June 30, 2024

### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### F. Minimum Fund Balance Policy

The District has adopted a formal minimum fund balance policy, as recommended by GASB Statement No. 54; the District follows the guidelines recommended in the Criteria and Standards of Assembly Bill (AB) 1200, which recommend a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than three percent of total General Fund expenditures and other financing uses.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed unless the governing board has provided otherwise in its commitment or assignment actions.

### G. Property Tax Calendar

The County is responsible for the assessment, collection, and apportionment of property taxes for all jurisdictions including the schools and special districts within the County. The Board of Supervisors levies property taxes as of September 1 on property values assessed on July 1. Secured property tax payments are due in two equal installments. The first is generally due November 1 and is delinquent with penalties on December 10, and the second is generally due on February 1 and is delinquent with penalties on April 10. Secured property taxes become a lien on the property on January 1.

#### H. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reported period. Actual results could differ from those estimates.

#### I. Change in Accounting Principle

For the fiscal year ended June 30, 2024, the District implemented GASB Statement No. 100, Accounting Changes and Error Corrections-an Amendment of GASB Statement No. 62. This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This Statement requires that (a) changes to or within the financial reporting entity be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. This Statement also requires that the aggregate amount of adjustments to and restatements of beginning net positions, fund balance, or fund net position, as applicable, be displayed by reporting unit in the financial statements.

# NOTE 2 – DEPOSITS AND INVESTMENTS

Deposits and investments as of June 30, 2024 are classified in the accompanying financial statements as follows:

Governmental funds/activities	\$ 279,528,556
Fiduciary funds	 8,355,956
Total deposits and investments	\$ 287,884,512

Notes to Financial Statements June 30, 2024

# NOTE 2 – DEPOSITS AND INVESTMENTS (continued)

Deposits and investments as of June 30, 2024 consist of the following:

Cash on hand and in banks	\$ 188,811
Cash in revolving fund	20,206
Investments	287,675,495
Total deposits and investments	\$ 287,884,512

#### **Pooled Funds**

In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the interest-bearing Ventura County Treasurer's Pooled Investment Fund. The District is considered to be an involuntary participant in an external investment pool. The fair value of the District's investment in the pool is reported in the financial statements at amounts based upon the District's pro-rata share of the fair value provided by the Ventura County Treasurer for the entire portfolio (in relation to the amortized cost of that polio). The balance available for withdrawal is based on the accounting records maintained by the Ventura County Treasurer, which is recorded on the amortized basis.

#### **Custodial Credit Risk – Deposits**

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. Cash balances held in banks are insured up to \$250,000 by the Federal Depository Insurance Corporation (FDIC) and are collateralized by the respective financial institutions. In addition, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit).

The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits.

As of June 30, 2024, none of the District's bank balance was exposed to custodial credit risk because it was insured by the FDIC.

# Investments - Interest Rate Risk

The District's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District's investment policy limits investment purchases to investments with a term not to exceed three years. Investments purchased with maturity terms greater than three years require approval by the Board of Education. Investments purchased with maturities greater than one year require written approval by the Superintendent prior to commitment.

Maturities of investments held at June 30, 2024, consisted of the following:

			Mat	turity		
			Less Than	One Year Through	Fair Value	
	Fair Value	One Year		Five Years	Measurement	Rating
Investment maturities:						
Ventura County Investment Pool	\$ 287,284,745	\$	287,284,745	-	uncategorized	N/A
First American Government Obligation Fund	390,750		390,750	-	Level 1	AAA
Total	\$ 287,675,495	\$	287,675,495	\$ -		

Notes to Financial Statements June 30, 2024

# NOTE 2 – DEPOSITS AND INVESTMENTS (continued)

#### **Investments - Credit Risk**

The District's investment policy limits investment choices to obligations of local, state and federal agencies, commercial paper, certificates of deposit, repurchase agreements, corporate notes, banker acceptances, and other securities allowed by State Government Code Section 53600. At June 30, 2024, all investments represented governmental securities which were issued, registered and held by the District's agent in the District's name.

#### **Investments - Concentration of Credit Risk**

The District does not place limits on the amount it may invest in any one issuer. At June 30, 2024, the District had the following investment that represents more than five percent of the District's net investments, excluding cash in the county treasury.

First American Government Obligation Fund 100%

#### **Fair Value Measurements**

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value.

The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 – Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that date if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized – Investments in the Ventura County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

# NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2024, consisted of the following:

	General Fund	 Building Fund	Non-Major Governmental Funds		Total overnmental Funds	 Retiree Benefits Fund
Federal Government:						
Categorical aid programs	\$ 11,745,124	\$ -	\$ -	\$	11,745,124	\$ -
Special education	-	-	-		-	-
Child nutrition	-	-	2,619,125		2,619,125	-
State Government:						
Special education	-	-	-		-	-
Child nutrition	-	-	967,891		967,891	-
Lottery	705,700	-	-		705,700	-
Categorical aid programs	2,674,842	-	-		2,674,842	-
Local:						
Interest	3,452,449	1,595,836	1,269,655		6,317,940	204,135
Other local	 2,593,327	 -	 164,790		2,758,117	 3,707,615
Totals	\$ 21,171,442	\$ 1,595,836	\$ 5,021,461	\$	27,788,739	\$ 3,911,750

# **NOTE 4 – INTERFUND ACTIVITIES**

# **Balances Due To/From Other Funds**

Balances due/to other funds at June 30, 2024, consisted of the following:

Capital Facilities Fund due to General Fund for developer fees	\$ 9,740
Cafeteria Fund due to General Fund for indirect costs	 327,629
Total	\$ 337,369

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# NOTE 5 – FUND BALANCES

At June 30, 2024, fund balances of the District's governmental funds were classified as follows:

				Non-Major	
	General	Building	G	overnmental	
	 Fund	 Fund		Funds	 Total
Nonspendable:					
Revolving cash	\$ 20,000	\$ -	\$	206	\$ 20,206
Stores inventories	315,139	-		25,747	340,886
Total Nonspendable	335,139	-		25,953	 361,092
Restricted:					
Categorical programs	61,304,820	-		356,196	61,661,016
Student activities	-	-		188,811	188,811
Food service	-	-		14,473,654	14,473,654
Capital projects	-	70,329,886		21,690,493	92,020,379
Debt service	-	-		19,957,504	19,957,504
Total Restricted	 61,304,820	 70,329,886		56,666,658	 188,301,364
Committed:					
Deferred maintenance program	 -	 -		6,059,950	 6,059,950
Total Committed	 -	 -		6,059,950	 6,059,950
Unassigned:					
Reserve for economic uncertainties	85,307,459	-		-	85,307,459
Total Unassigned	 85,307,459	 -		-	85,307,459
Total	\$ 146,947,418	\$ 70,329,886	\$	62,752,561	\$ 280,029,865

# NOTE 6 - CAPITAL ASSETS AND DEPRECIATION

Capital asset activity for the year ended June 30, 2024, was as follows:

	]	Balance, July 1, 2023		Additions	Reti	rements	Balance, June 30, 2024		
Capital assets not being depreciated:									
Land	\$	39,089,804	\$	-	\$	-	\$	39,089,804	
Construction in progress		81,423,677		16,232,708		-		97,656,385	
Total capital assets not being depreciated		120,513,481		16,232,708		-		136,746,189	
Capital assets being depreciated:									
Improvement of sites		33,962,121		768,208		-		34,730,329	
Buildings		362,381,743		828,818		-		363,210,561	
Equipment		12,718,849		3,253,286		-		15,972,135	
Total capital assets being depreciated		409,062,713		4,850,312		-		413,913,025	
Accumulated depreciation for:			-				-		
Improvement of sites		(16,085,499)		(607,705)		-		(16,693,204)	
Buildings		(72,711,694)		(6,833,933)		-		(79,545,627)	
Equipment		(8,428,022)		(618,026)		-		(9,046,048)	
Total accumulated depreciation		(97,225,215)		(8,059,664)		-		(105,284,879)	
Total capital assets being depreciated, net		311,837,498		(3,209,352)		-		308,628,146	
Subscription assets:							-		
Software subscriptions		-		1,757,364		-		1,757,364	
Accumulated amortization		-		(492,357)		-		(492,357)	
Total subscription assets, net		-		1,265,007		-		1,265,007	
Governmental activity capital assets, net	\$	432,350,979	\$	14,288,363	\$		\$	446,639,342	

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#### NOTE 6 – CAPITAL ASSETS AND DEPRECIATION (continued)

Depreciation expense is allocated to the following functions in the Statement of Activities:

Instruction	\$ 4,438,891
Instructional Supervision and Administration	162,158
Instructional Library, Media and Technology	80,189
School Site Administration	391,840
Home-to-School Transportation	80,189
Food Services	322,539
All other Pupil Services	162,159
Community Services	80,189
All Other General Administration	242,349
Centralized Data Processing	80,189
Plant Services	 2,018,972
Total	\$ 8,059,664

#### NOTE 7 - LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS

Changes in long-term debt for the year ended June 30, 2024, were as follows:

	Balance, July 1, 2023		Additions		Deductions		Balance, June 30, 2024		mount Due hin One Year
General Obligation Bonds:									
Principal repayments	\$ 329,959,816	\$	-	\$	7,389,480	\$	322,570,336	\$	8,181,024
Accreted interest component	9,841,207		1,128,568		10,520		10,959,255		13,976
Unamortized issuance premium	11,250,871		-		824,691		10,426,180		824,691
Unamortized issuance discount	(61,731)		-		(3,011)		(58,720)		(3,011)
Direct placement debt:									
General obligation bonds	 10,099,000				548,000		9,551,000		190,000
Total - Bonds	 361,089,163		1,128,568		8,769,680		353,448,051		9,206,680
Certificates of Participation									
Principal repayments	7,820,000		-		190,000		7,630,000		200,000
Unamortized issuance discount	 (60,228)		-		(2,728)		(57,500)		(2,727)
Total - Certificates of Participation	7,759,772		-		187,272		7,572,500		197,273
Compensated Absences	 1,236,162		132,404		-		1,368,566		-
Supplementary Retirement Plan	 -		6,675,879		-		6,675,879		1,335,176
Totals	\$ 370,085,097	\$	7,936,851	\$	8,956,952	\$	369,064,996	\$	10,739,129

Payments for general obligation bonds are made by the Bond Interest and Redemption Fund. Certificates of participation payments will be made by the Capital Facilities. Accumulated vacation and early retirement incentives listed above will be paid for by the fund for which the employee worked.

#### A. General Obligation Bonds

#### **General Obligation Bonds - Measure M6**

On November 7, 2006, the District received authorization to issue \$64 million in general obligation bonds. The Bonds were authorized in order to replace portable classrooms and relieve student overcrowding by building and equipping new classrooms and educational facilities.

#### NOTE 7 – LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS (continued)

#### A. General Obligation Bonds (continued)

#### **General Obligation Bonds - Measure R**

Bonds were authorized at an election of the registered voters of the District held on November 6, 2012 at which more than 55 percent of the voters authorized the issuance and sale of general obligation bonds not to exceed \$90 million. The bonds are general obligations of the District. The bonds will be issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

#### Election 2016 – Measure D

On November 8, 2016, the voters of the District approved Measure D authorizing the District to issue up to \$142.5 million general obligation bonds for the purpose of financing the renovation, construction and improvement of school facilities.

#### Election of 2022 - Measure I

On November 8, 2022, the voters of the District approved Measure I, authorizing the District to issue up to \$215 million general obligation bonds for the purpose of financing the acquisition, construction and modernization of school facilities.

#### **Prior-Year Defeasance of Debt**

In prior years, the District defeased certain general obligation bonds by placing the proceeds of new refunding bonds in an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the District's financial statements. At June 30, 2024, \$46,105,000 of the defeased bonds remain outstanding. Deferred amounts on refunding at June 30, 2024 are \$11,367,399.

The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest and principal of the bonds.

A summary of the District's outstanding general obligation bonds is below:

					Amount of	Outstanding,				Redeemed		Outstanding,	
Bond	Interest Rate	Date of Issue	Maturity Date	Or	iginal Issue		July 1, 2023		Additions		During Year	Jı	ine 30, 2024
Measure M6 (2006)													
Series B	3.0% to 5.74%	7/11/2008	7/1/2033	\$	31,997,467	\$	7,077,467	\$	-	\$	-	\$	7,077,467
Measure R (2012)													
Series A	2.0% to 5.0%	12/27/2012	8/1/2027		18,390,000		455,000		-		-		455,000
Series B	3.375% to 5.0%	5/30/2013	8/1/2028		25,500,000		1,030,000		-		185,000		845,000
Series C	3.625% to 5.75%	11/5/2014	8/1/2038		15,750,000		2,025,000		-		-		2,025,000
Series D	2.0% to 5.25%	8/4/2015	8/1/2028		30,360,000		3,790,000		-		325,000		3,465,000
Measure D (2016)													
Series A	3.5% to 5.0%	3/30/2017	8/1/2046		81,000,000		81,000,000		-		-		81,000,000
Series B	3.0% to 5.0%	3/29/2018	8/1/2047		13,996,626		12,782,214		-		74,480		12,707,734
Series C	3.0% to 4.0%	12/15/2020	8/1/2050		10,995,135		10,995,135		-		195,000		10,800,135
Measure I (2022)													
Series A	4.0% to 5.0%	3/30/2023	8/1/2053		76,515,000		76,515,000		-		-		76,515,000
Refunding Issues													
2012 Ref.	2.0% to 5.0%	7/2/2012	8/1/2024		12,240,000		375,000		-		-		375,000
2014 Ref.	4.0% to 5.0%	6/19/2014	8/1/2026		11,835,000		4,435,000		-		1,030,000		3,405,000
2015 Ref.	2.0% to 5.0%	5/6/2015	8/1/2036		14,305,000		8,025,000		-		-		8,025,000
2016 Ref.	1.25% to 4.00%	9/27/2016	8/1/2026		16,360,000		9,235,000		-		2,030,000		7,205,000
2019 Ref.	1.86% to 3.50%	12/9/2019	8/1/2043		27,215,000		25,770,000		-		1,200,000		24,570,000
2020 Ref.	0.407%-2.757%	9/3/2020	8/1/2044		90,775,000		86,450,000		-		2,350,000		84,100,000
				Tota	ls	\$	329,959,816	\$	_	\$	7,389,480	\$	322,570,336
				Accr	eted Interest:								
				2006	Ser. B	\$	9,062,512	\$	938,927	\$	-	\$	10,001,439
				2016	Ser. B		740,200		170,742		10,520		900,422
				2016	Ser. C		38,495		18,899		-		57,394
				Tota	ls	\$	9,841,207	\$	1,128,568	\$	10,520	\$	10,959,255

### NOTE 7 – LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS (continued)

#### A. General Obligation Bonds (continued)

The annual requirements to amortize general obligation bonds outstanding as of June 30, 2024, are as follows:

Fiscal				
Year	 Principal	Interest		 Total
2024-2025	\$ 8,181,024	\$	11,538,969	\$ 19,719,993
2025-2026	10,472,910		11,270,024	21,742,934
2026-2027	11,678,030		10,922,547	22,600,577
2027-2028	10,957,953		12,647,740	23,605,693
2028-2029	9,012,670		12,538,243	21,550,913
2029-2034	48,471,063		61,999,948	110,471,011
2034-2039	56,047,419		41,644,823	97,692,242
2039-2044	63,984,133		30,019,336	94,003,469
2044-2049	61,190,134		14,296,281	75,486,415
2049-2054	42,575,000		4,005,778	 46,580,778
Totals	\$ 322,570,336	\$	210,883,689	\$ 533,454,025

# B. Direct Placement Debt

#### **General Obligation Bonds**

The District issued direct placement General Obligation bonds in the amount of \$10,618,000 through an offer from First Foundation Bank. The proceeds were used to refund a portion of 2012 Election Series A and 1997 Election 2012 Refunding bonds. The bonds bear an interest rate of 2.75%, with maturities from August 1, 2022 through August 1, 2043. The net present value of savings is \$647,106.

The annual requirement to amortize the debt as of June 30, 2024 is as follows:

Fiscal							
Year	Principal		 Interest		Total		
2024-2025	\$	190,000	\$ 261,649	\$	451,649		
2025-2026		35,000	257,180		292,180		
2026-2027		37,000	256,197		293,197		
2027-2028		192,000	254,121		446,121		
2028-2029		381,000	247,548		628,548		
2029-2034		2,003,000	1,046,285		3,049,285		
2034-2039		2,041,000	879,216		2,920,216		
2039-2044		4,672,000	330,254		5,002,254		
Totals	\$	9,551,000	\$ 3,532,450	\$	13,083,450		

### NOTE 7 - LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS (continued)

#### C. Certificates of Participation

#### 2016 Certificates of Participation

On April 7, 2016, the District issued \$8,000,000 of Certificates of Participation through the Public Property Financing Corporation of California. The certificates bear an initial interest rate of 2.00% with a 5.00% step-up interest rate that commences August 1, 2021. The certificates were issued as term certificates due August 1, 2045, with annual mandatory sinking fund payments due on August 1 of each year beginning in 2022 until maturity. The proceeds of the certificates are being used to finance the acquisition and improvement of real property for use by the District as educational facilities. At June 30, 2024, the principal balance outstanding was \$7,630,000.

Fiscal Interest Total Year Principal 2024-2025 200,000 376,500 576,500 210,000 2025-2026 366,250 576,250 2026-2027 220,000 355,500 575,500 2027-2028 230,000 344,250 574,250 2028-2029 240,000 332,500 572,500 2029-2034 1,400,000 2,864,000 1,464,000 2034-2039 1,785,000 1,057,875 2,842,875 2039-2044 2,270,000 507,000 2,777,000 2044-2046 1,075,000 120,875 1,195,875 Totals \$ 7,630,000 \$ 4,924,750 \$ 12,554,750

The annual requirements to amortize all outstanding certificates are as follows:

#### **D.** Early Retirement Incentive

The District has established a supplementary early retirement incentive program (SERP) whereby certain qualified employees may retire early and receive a portion of their salary paid out as an annuity over five years. At June 30, 2024, the future payments under this obligation are as follows:

Future Years	 Amount
2024-2025	\$ 1,335,176
2025-2026	1,335,176
2026-2027	1,335,176
2027-2028	1,335,176
2028-2029	 1,335,175
Total	\$ 6,675,879

#### NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB)

For the fiscal year ended June 30, 2024, the District reported net OPEB liability, deferred outflows of resources, deferred inflows of resources, and OPEB expense for the following plans:

Pension Plan	Net OPEB bility (Asset)	 erred Outflows of Resources	 ferred Inflows of Resources	OF	PEB Expense
District Plan	\$ 81,604,802	\$ 17,955,443	\$ 35,922,178	\$	3,981,360
MPP Program	 744,624	 -	 -		31,812
Total	\$ 82,349,426	\$ 17,955,443	\$ 35,922,178	\$	4,013,172

# NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

The details of each plan are as follows:

# **District Plan**

#### **Plan Description**

Oxnard School District's single-employer defined benefit provides post-employment benefits other than pensions (OPEB) to employees who meet certain criteria. The District provides post-employment healthcare benefits to eligible retirees and their covered eligible dependents and pays a portion of the cost. All active employees who retire directly from the District and meet the eligibility criteria may participate.

# **Benefits Provided**

The postretirement health plans and the District's obligation vary by employee group as described below.

	OEA	CSEA	Management	OSSA
Benefit Types Provided	Medical, dental, and vision	Medical, dental, and vision	Medical, dental, and vision	Medical, dental, and vision
Duration of Benefits	To age 69	To Age 65 <sup>(1)</sup>	To age 69	To age 65 <sup>(1)</sup>
Required Service	8 years <sup>(2)</sup>	15 years <sup>(3)</sup>	8 years <sup>(2)</sup>	8 years <sup>(2)</sup>
Minimum Age	55	55	55	55
Dependent Coverage	No <sup>(4)</sup>	Yes	Yes	No <sup>(4)</sup>
District Contribution %	100%	100%	100%	100%
District Cap	None	Premium rate at retirement <sup>(5)</sup>	None	None

<sup>(1)</sup>To age 69 if hired before 8/1/05 for CSEA and 7/1/06 for OSSA

<sup>(2)</sup>This is the requirement for Oxnard School District. Also requires 15 years in California Public Schools

<sup>(3)</sup>For those hired before 8/1/05, 8 years with OSD and 15 years in California Public Schools

<sup>(4)</sup>Contract language allows "employee-only" premium. District currently pays a composite rate that includes dependents.

<sup>(5)</sup>Affects CSEA members who were employed on or after 8/1/05

The Plan provides medical, dental, and vision benefits for retirees. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the plan. Article 4 of the Trust By-Laws grants the authority to establish and amend the benefit terms to the Trust Board.

# Employees Covered by Benefit Terms

At the most recent valuation, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	230
Active employees	1,010
Total	1,240

Notes to Financial Statements June 30, 2024

# NOTE 8 - OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

### **District Plan (continued)**

#### Total OPEB Liability

The District's total OPEB liability of \$90,137,292 was measured as of June 30, 2024 and was determined by an actuarial valuation as of June 30, 2023.

#### Actuarial Assumptions and Other Inputs

The total OPEB liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Valuation Date	June 30, 2023
Expected rate of return on assets	3.93%
Inflation	2.50%
Salary increases	2.75%
Healthcare cost trend rates	4.00%

Contributions to the plan are not actuarially determined.

#### Discount Rate

The discount rate used to measure the total OPEB liability was 3.93 percent. The valuation used the Bond Buyer 20 Index at June 30, 2024.

The valuation also used historic 19 year real rates of return for each asset class along with the long-term inflation assumption to set the discount rate. The expected investment return was offset by investment expenses of 25 basis points.

The discount rate in the prior valuation was 3.65 percent.

#### Mortality Rates

Following are the tables the mortality assumptions are based upon.

<u>Participant-Type</u>	Mortality Tables
Certificated	2020 CalSTRS Mortality
Classified	2021 CalPERS Mortality for Miscellaneous and Schools Employees
Miscellaneous	2021 CalPERS Mortality for Miscellaneous and Schools Employees

#### **Asset Allocation**

Following is the assumed asset allocation and assumed rate of return for each:

	Assumed	
Asset Class	Asset Allocation	Real Rate of Return
Intermediate-Term Government Bonds	30%	4.250%
Long-Term Corporate Bonds	30%	5.045%
Long-Terrm Government Bonds	30%	4.250%
Short-Term Government Bonds	10%	3.000%

# NOTE 8 - OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

#### **District Plan** (continued)

#### Asset Allocation (continued)

The valuation looked at rolling periods of time for all asset classes in combination to appropriately reflect correlation between asset classes. That means that the average returns for any asset class don't necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. The valuation used geometric means.

	Long-Term Expected					
Reporting Date	Measurement Date	Return on Investments	Discount Rate			
June 30, 2023	June 30, 2023	3.65%	3.65%			
June 30, 2024	June 30, 2024	3.93%	3.93%			

# **Changes in the Total OPEB Liability**

	OI	Total PEB Liability	Fiduciary Net Position	Net OPEB Liability (Asset)		
Balance at July 1, 2023	\$	88,857,574	\$ 8,592,070	\$	80,265,504	
Changes for the year:						
Service cost		3,561,434	-		3,561,434	
Interest		3,249,162	-		3,249,162	
Differences between expected						
and actual experience		(237,990)	-		(237,990)	
Employer contributions		-	2,724,658		(2,724,658)	
Net investment income		-	308,543		(308,543)	
Benefit payments		(3,002,310)	(3,002,310)		-	
Administrative expenses		-	(90,471)		90,471	
Changes of assumptions		(2,290,578)	-		(2,290,578)	
Net changes		1,279,718	(59,580)		1,339,298	
Balance at June 30, 2024	\$	90,137,292	\$ 8,532,490	\$	81,604,802	

# Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

	OPEB		
Discount Rate		Liability	
1% decrease	\$	88,765,129	
Current discount rate	\$	81,604,802	
1% increase	\$	75,179,243	

### NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

#### **District Plan (continued)**

#### Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage-point lower or one percentage-point higher than the current healthcare cost trend rates:

Healthcare Cost	OPEB		
Trend Rate	Liability		
1% decrease	\$	71,105,142	
Current trend rate	\$	81,604,802	
1% increase	\$	93,722,290	

#### OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2024, the District recognized OPEB expense of \$3,981,360. In addition, at June 30, 2024, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	 erred Outflows f Resources	Deferred Inflows of Resources		
Differences between expected and actual experience	\$ 13,645,932	\$	22,982,784	
Changes of assumptions	4,084,288		12,939,394	
Net difference between projected and actual				
earnings on OPEB plan investments	 225,223		-	
Total	\$ 17,955,443	\$	35,922,178	

Amounts reported as deferred outflows and deferred inflows of resources will be recognized in OPEB expense as follows:

	Deferred Outflows		]	Deferred Inflows				
Year Ended June 30:	of Resources		of Resources		of Resources			of Resources
2025	\$	3,600,859	\$	6,148,950				
2026		3,576,483		6,148,950				
2027		3,432,415		5,114,394				
2028		2,725,343		4,240,169				
2029		2,305,465		4,194,052				
Thereafter		2,314,878		10,075,663				
	\$	17,955,443	\$	35,922,178				

# NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

### Medicare Premium Payment (MPP) Program

#### **Plan Description**

The MPP Program is a cost-sharing multiple-employer other postemployment benefit (OPEB) plan established pursuant to Chapter 1032, Statutes of 2000 (SB 1435). CalSTRS administers the MPP Program through the Teachers' Health Benefit Fund (THBF).

A full description of the MPP Program regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2022 annual actuarial valuation report, Medicare Premium Payment Program. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: https://www.calstrs.com/general-information/gasb-6768.

# **Benefits** Provided

The MPP Program pays Medicare Part A premiums and Medicare Parts A and B late enrollment surcharges for eligible members of the DB Program who were retired or began receiving a disability allowance prior to July 1, 2012, and were not eligible for premium-free Medicare Part A. Members who retire on or after July 1, 2012, are not eligible for coverage under the MPP Program.

As of June 30, 2023, 4,457 retirees participated in the MPP Program; however, the number of retired members who will participate in the program in the future is unknown as eligibility cannot be predetermined.

The MPP Program is funded on a pay-as-you-go basis from a portion of monthly employer contributions. In accordance with Education Code Section 22950, contributions that would otherwise be credited to the DB Program each month are instead credited to the MPP Program to fund monthly program and administrative costs. Total redirections to the MPP Program are monitored to ensure that total incurred costs do not exceed the amount initially identified as the cost of the program.

# Total OPEB Liability

At June 30, 2024, the District reported a liability of \$744,624 for its proportionate share of the net OPEB liability for the MPP Program. The total OPEB liability for the MPP Program as of June 30, 2023, was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2022 and rolling forward the total OPEB liability to June 30, 2023. The District's proportion of the net OPEB liability was based on a projection of the District's long-term share of contributions to the OPEB plan relative to the projected contributions of all participating school districts and the State, actuarially determined. The District's proportions of the net OPEB liability for the two most recent measurement periods were:

	Percentage Share		
	Fiscal Year Ending	Fiscal Year Ending	Change Increase/
	June 30, 2024	June 30, 2023	(Decrease)
Measurement Date	June 30, 2023	June 30, 2022	
Proportion of the Net OPEB Liability	0.239061%	0.216390%	0.022671%

For the year ended June 30, 2024, the District reported OPEB expense of \$31,812.

# June 30, 2024

# NOTE 8 - OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

### Medicare Premium Payment (MPP) Program (continued)

#### Actuarial Assumptions and Other Inputs

The total OPEB liability in the June 30, 2022 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Measurement Date	June 30, 2023
Valuation Date	June 30, 2022
Experience Study	June 30, 2015 through June 30, 2018
Actuarial Cost Method	Entry age normal
Investment Rate of Return	3.65%
Healthcare Cost Trend Rates	4.5% for Medicare Part A, and
	5.4% for Medicare Part B

Assumptions were made about future participation (enrollment) into the MPP Program as CalSTRS is unable to determine which members not currently participating meet all eligibility criteria for enrollment in the future. Assumed enrollment rates were derived based on past experience and are stratified by age with the probability of enrollment diminishing as the members' ages increase. This estimated enrollment rate was then applied to the population of members who may meet criteria necessary for eligibility but are not currently enrolled in the MPP Program. Based on this, the estimated number of future enrollments used in the financial reporting valuation was 179 or an average of 0.13% of the potentially eligible population of 138,780.

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among our members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP–2019) table issued by the Society of Actuaries.

# Discount Rate

The MPP Program is funded on a pay-as-you-go basis with contributions generally being made at the same time and in the same amount as benefit payments and expenses coming due. Any funds within the MPP Program as of June 30, 2023, were to manage differences between estimated and actual amounts to be paid and were invested in the Surplus Money Investment Fund (SMIF), which is a pooled investment program administered by the California State Treasurer.

As the MPP Program is funded on a pay-as-you-go basis, the OPEB plan's fiduciary net position was not projected to be sufficient to make projected future benefit payments. Therefore, the MPP Program used the Bond Buyer's 20-Bond GO Index from Bondbuyer.com as of June 30, 2023, as the discount rate, which was applied to all periods of projected benefit payments to measure the total OPEB liability. The discount rate as of June 30, 2023, was 3.65%, which is an increase of 0.11% from 3.54% as of June 30, 2022.

#### NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)

#### Medicare Premium Payment (MPP) Program (continued)

#### Sensitivity of the District's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate

The following presents the District's proportionate share of the net OPEB liability, as well as what the District's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

	MPP OPEB
Discount Rate	 Liability
1% decrease	\$ 809,254
Current discount rate	744,624
1% increase	688,428

# Sensitivity of the District's Proportionate Share of the Net OPEB Liability to Changes in the Medicare Costs Trend Rates

The following presents the District's proportionate share of the net OPEB liability, as well as what the District's proportionate share of the net OPEB liability would be if it were calculated using Medicare costs trend rates that are one percentage-point lower or one percentage-point higher than the current rates:

Medicare Cost	MPP OPEB		
Trend Rates	Liability		
1% decrease	\$	685,127	
Current trend rate		744,624	
1% increase		811,793	

#### NOTE 9 – PENSION PLANS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS), and classified employees are members of the California Public Employees' Retirement System (CalPERS).

For the fiscal year ended June 30, 2024, the District reported net pension liabilities, deferred outflows of resources, deferred inflows of resources, and pension expense for each of the above plans as follows:

		Net	Def	erred Outflows	De	ferred Inflows		
Pension Plan	Pe	nsion Liability	0	f Resources	0	f Resources	Per	nsion Expense
CalSTRS	\$	126,355,762	\$	49,355,758	\$	14,455,431	\$	15,635,479
CalPERS		85,874,057		41,106,962		14,893,550		12,375,417
Totals	\$	212,229,819	\$	90,462,719	\$	29,348,981	\$	28,010,896

# NOTE 9 – PENSION PLANS (continued)

The details of each plan are as follows:

# A. California State Teachers' Retirement System (CalSTRS)

#### **Plan Description**

The District contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2022, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: https://www.calstrs.com/general-information/gasb-6768.

# **Benefits Provided**

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age, and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is a multiple-employer, cost-sharing defined benefit plan composed of four programs: Defined Benefit (DB) Program, Defined Benefit Supplement (DBS) Program, Cash Balance Benefit (CBB) Program and Replacement Benefits (RB) Program. A Supplemental Benefit Maintenance Account (SBMA) exists within the STRP and provides purchasing power protection for DB Program benefits. The STRP holds assets for the exclusive purpose of providing benefits to members of these programs and their beneficiaries. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the state is the sponsor and obligor of the trust. In addition, the state is both an employer and non-employer contributing entity to the STRP.

The STRP provisions and benefits in effect at June 30, 2024, are summarized as follows:

	STRP Defined Benefit Program		
	On or before	On or after	
Hire Date	December 31, 2012	January 1, 2013	
Benefit Formula	2% at 60	2% at 62	
Benefit Vesting Schedule	5 years of service	5 years of service	
Benefit Payments	Monthly for life	Monthly for life	
Retirement Age	60	62	
Monthly Benefits as a Percentage of Eligible Compensation	2.0%-2.4%	2.0%-2.4%	
Required Member Contribution Rate	10.25%	10.205%	
Required Employer Contribution Rate	19.10%	19.10%	
Required State Contribution Rate	10.828%	10.828%	

# NOTE 9 – PENSION PLANS

# A. California State Teachers' Retirement System (CalSTRS) (continued)

#### Contributions

The parameters for member, employer and state contribution rates are set by the California Legislature and the Governor and detailed in the Teachers' Retirement Law. Current contribution rates were established by California Assembly Bill 1469 (CalSTRS Funding Plan), which was passed into law in June 2014 and established a schedule of contribution rate increases shared among members, employers and the state to bring CalSTRS toward full funding by 2046.

The contribution rates for each program for the year ended June 30, 2024, are presented above, and the District's total contributions were \$20,026,956.

# Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2024, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related state support and the total portion of the net pension liability that was associated with the District were as follows:

District's proportionate share of net pension liability	\$ 126,355,762
State's proportionate share of the net pension liability associated with the District	 60,540,598
Total	\$ 186,896,360

The net pension liability was measured as of June 30, 2023. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts and the State, actuarially determined. The District's proportions of the net pension liability for the two most recent measurement periods were:

	Percentage Share of Risk Pool		
	Fiscal Year Ending June 30, 2024	Fiscal Year Ending June 30, 2023	Change Increase/ (Decrease)
Measurement Date	June 30, 2023	June 30, 2022	
Proportion of the Net Pension Liability	0.165906%	0.144183%	0.021723%

# NOTE 9 – PENSION PLANS (continued)

### A. California State Teachers' Retirement System (CalSTRS) (continued)

# Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

For the year ended June 30, 2024, the District recognized pension expense of \$15,635,479. In addition, the District recognized pension expense and revenue of \$(879,173) for support provided by the State. At June 30, 2024, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

		Defe	Deferred Outflows		Deferred Inflows	
Pension contributions subsequent to measurement date		\$	20,026,956	\$	-	
Net change in proportionate share of net pension liability			18,126,820		7,694,756	
Difference between projected and actual earnings						
on pension plan investments			540,854		-	
Changes of assumptions			731,646		-	
Differences between expected and actual experience			9,929,482		6,760,675	
	Totals	\$	49,355,758	\$	14,455,431	

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period. The deferred outflows/(inflows) of resources related to the net pension liability, changes of assumptions, and differences between expected and actual experience in the measurement of the total pension liability will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 7 years.

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	erred Outflows	ferred Inflows f Resources
2025	\$ 2,873,080	\$ 4,512,429
2026	2,873,080	6,027,689
2027	12,388,304	1,535,781
2028	2,634,683	1,056,404
2029	2,926,678	942,443
Thereafter	 5,632,977	 380,685
Totals	\$ 29,328,802	\$ 14,455,431

June 30, 2024

# NOTE 9 - PENSION PLANS (continued)

### A. California State Teachers' Retirement System (CalSTRS) (continued)

#### **Actuarial Methods and Assumptions**

The total pension liability for the STRP was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2022, and rolling forward the total pension liability to June 30, 2023. Significant actuarial methods and assumptions used in the financial reporting actuarial valuation to determine the total pension liability as of June 30, 2023, include:

Valuation Date	June 30, 2022
Experience Study	July 1, 2015 through June 30, 2018
Actuarial Cost Method	Entry age normal
Investment Rate of Return	7.00%
Inflation	2.75%
Payroll Growth	3.50%

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among our members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP–2019) table issued by the Society of Actuaries.

The long-term investment rate of return assumption was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best-estimate ranges were developed using capital market assumptions from CalSTRS investment staff and investment consultants as inputs to the process.

The actuarial investment rate of return assumption was adopted by the board in January 2020 in conjunction with the most recent experience study. For each current and future valuation, CalSTRS' independent consulting actuary (Milliman) reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of expected 20-year geometrically linked real rates of return and the assumed asset allocation for each major asset class as of June 30, 2023, are summarized in the following table:

	Long-Term
Assumed Asset	Expected Real
Allocation	Rate of Return
38.0%	5.25%
15.0%	4.05%
14.0%	6.75%
14.0%	2.45%
10.0%	2.25%
7.0%	3.65%
2.0%	0.05%
	Allocation 38.0% 15.0% 14.0% 14.0% 10.0% 7.0%

-

# NOTE 9 – PENSION PLANS (continued)

### A. California State Teachers' Retirement System (CalSTRS) (continued)

#### **Discount Rate**

The discount rate used to measure the total pension liability was 7.10%, which was unchanged from the prior fiscal year. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers are made at statutory contribution rates in accordance with the rate increases. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return of 7.10% and assume that contributions, benefit payments and administrative expenses occur midyear. Based on those assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

	Net Pension
Discount Rate	 Liability
1% decrease (6.10%)	\$ 211,951,707
Current discount rate (7.10%)	\$ 126,355,762
1% increase (8.10%)	\$ 55,258,352

# **On Behalf Payments**

The State of California makes contributions to CalSTRS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS pursuant to Sections 22954, 22955, and 22955.1 of the *Education Code* and *Public Resources Code* Section 6217.5. Under accounting principles generally accepted in the United States of America, these contributions are reported as revenues and expenditures in the fund financial statements. The total amount recognized by the District for its proportionate share of the State's on-behalf contributions is \$9,683,546.

# B. California Public Employees Retirement System (CalPERS)

# **Plan Description**

Qualified employees are eligible to participate in the Schools Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2022 annual actuarial valuation report, Schools Pool Accounting Report. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at: https://www.calpers.ca.gov/page/employers/actuarial-resources/gasb.

# NOTE 9 - PENSION PLANS (continued)

#### B. California Public Employees Retirement System (CalPERS) (continued)

#### **Benefits Provided**

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor, and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2024, are summarized as follows:

	Schools Pool (CalPERS)		
	On or before	On or after	
Hire Date	December 31, 2012	January 1, 2013	
Benefit Formula	2% at 55	2% at 62	
Benefit Vesting Schedule	5 years of service	5 years of service	
Benefit Payments	Monthly for life	Monthly for life	
Retirement Age	55	62	
Required Employee Contribution Rate	7.00%	8.00%	
Required Employer Contribution Rate	26.68%	26.68%	

#### Contributions

The benefits for the defined benefit pension plans are funded by contributions from members, employers, nonemployers, and earnings from investments. Member and employer contributions are a percentage of applicable member compensation. Member contribution rates are defined by law and depend on the respective employer's benefit formulas. In some circumstances, contributions are made by the employer to satisfy member contribution requirements. Member and employer contribution rates are determined by periodic actuarial valuations or by state statute. Actuarial valuations are based on the benefit formulas and employee groups of each employer. Non-employer contributions are not expected each year, but when provided they are accrued for. The contribution rates are expressed as a percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2024 are presented above, and the total District contributions were \$13,652,570.

### NOTE 9 - PENSION PLANS (continued)

#### B. California Public Employees Retirement System (CalPERS) (continued)

# Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

As of June 30, 2024, the District reported net pension liabilities for its proportionate share of the CalPERS net pension liability totaling \$85,874,057. The net pension liability was measured as of June 30, 2023. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. The District's proportions of the net pension liability for the two most recent measurement periods were:

	Percentage Sha	Percentage Share of Risk Pool		
	Fiscal Year Ending June 30, 2024	Fiscal Year Ending June 30, 2023	Change Increase/ (Decrease)	
Measurement Date	June 30, 2023	June 30, 2022		
Proportion of the Net Pension Liability	0.237228%	0.234093%	0.003136%	

For the year ended June 30, 2024, the District recognized pension expense of \$12,375,417. At June 30, 2024, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

		Defe	erred Outflows	Def	erred Inflows
Pension contributions subsequent to measurement date		\$	13,652,570	\$	-
Net change in proportionate share of net pension liability			894,354		3,277,160
Difference between projected and actual earnings					
on pension plan investments			19,470,068		10,297,491
Changes of assumptions			3,956,184		-
Differences between expected and actual experience			3,133,786		1,318,899
	Totals	\$	41,106,962	\$	14,893,550

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period. The deferred outflows/(inflows) of resources related to the measurement of the total pension liability will be amortized over a closed five-year period is differences between expected and actual experience in the measurement of the total pension liability will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 3.8 years.

Notes to Financial Statements June 30, 2024

#### NOTE 9 - PENSION PLANS (continued)

#### B. California Public Employees Retirement System (CalPERS) (continued)

# Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended	Def	ferred Outflows	De	ferred Inflows
June 30,	(	of Resources		of Resources
2025	\$	10,313,856	\$	7,374,705
2026		9,381,440		7,124,816
2027		7,285,486		394,029
2028		473,610		-
2029		-		-
Thereafter		-		-
Totals	\$	27,454,392	\$	14,893,550

#### **Actuarial Methods and Assumptions**

Total pension liability for the Schools Pool was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2022 and rolling forward the total pension liability to June 30, 2023. The financial reporting actuarial valuation as of June 30, 2022 used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2022
Experience Study	2000-2019
Actuarial Cost Method	Entry age normal
Discount Rate	6.9%
Inflation Rate	2.3%
Salary Increases	Varies by entry age and service

Post-retirement mortality rates are based on CalPERS' experience and include generational mortality improvement using 80 percent of Scale MP 2020 published by the Society of Actuaries. These tables are used to estimate the value of benefits expected to be paid for service and disability retirements. For disability retirements, impaired longevity is recognized by a separate table.

In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and, combined with risk estimates, are used to project compound (geometric) returns over the long term.

# NOTE 9 – PENSION PLANS (continued)

### B. California Public Employees Retirement System (CalPERS) (continued)

#### **Actuarial Methods and Assumptions (continued)**

The target asset allocation and best estimates of real rates of return for each major asset class are summarized in the following table:

	Assumed Asset	
Asset Class	Allocation	Real Return
Global Equity Cap-weighted	30.00%	4.54%
Global Equity Non-Cap-weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed Securities	5.00%	0.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	(5.00%)	(0.59%)

#### **Discount Rate**

The discount rate used to measure the total pension liability was 6.9%. The discount rate is not adjusted for administrative expenses. The fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return for the pension plan's investments was applied to all periods of projected benefit payments to determine the total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

	Net Pension	
Discount Rate		Liability
1% decrease (5.9%)	\$	124,151,689
Current discount rate (6.9%)	\$	85,874,057
1% increase (7.9%)	\$	54,238,466

# C. Social Security

As established by Federal law, all public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) must be covered by social security or an alternative plan. The District has elected to use the Social Security as its alternative plan.

#### **D.** Payables to the Pension Plans

At June 30, 2024, the District did not have any outstanding payables for outstanding contributions to the CalSTRS and CalPERS pension plans, respectively, required for the fiscal year ended June 30, 2024.

# **NOTE 10 – JOINT VENTURES**

The Oxnard School District participates in one joint powers agreement (JPA) entity, the Ventura County Schools Self-Funding Authority (VCSSFA). The relationship between the Oxnard School District and the JPA is such that the JPA is not a component unit of the District for financial reporting purposes. Audited financial statements are available from the respective entities.

The VCSSFA provides workers compensation, property and liability coverage for its member school districts through a varying combination of self-insurance and excess coverage. The JPA is governed by a board consisting of a representative from each member district. The governing board controls the operations of its JPA independent of any influence by the member districts beyond their representation on the governing board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to its participation in the JPA.

# NOTE 11 – RISK MANAGEMENT

# Property and Liability and Workers' Compensation

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. During fiscal year ending June 30, 2024, the District participated in the Ventura County Schools Self-Funding Authority public entity risk pool for property and liability insurance coverage and workers' compensation coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant reduction in coverage from the prior year.

# Workers' Compensation

For fiscal year 2023-24, the District participated in the Ventura County Schools Self-Funding Authority public entity risk pool for workers' compensation, with excess coverage provided by the SCRMA public entity risk pool. The District maintains a \$100,000 Self-Insured Retention (SIR) amount.

# **Employee Medical Benefits**

The District has contracted with Gold Coast Benefits Trust to provide employee health and welfare benefits.

# NOTE 12 – COMMITMENTS AND CONTINGENCIES

#### A. State and Federal Allowances, Awards, and Grants

The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

# B. Litigation

The District is involved in certain legal matters that arose out of the normal course of business. The District has not accrued a liability for any potential litigation against it because it does not meet the criteria to be considered a liability at June 30, 2024.

# C. Construction Commitments

At June 30, 2024, the District had commitments with respect to unfinished capital projects of approximately \$10.1 million to be paid from bond proceeds and developer fees.

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**Required Supplementary Information** 

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## Budgetary Comparison Schedule – General Fund For the Fiscal Year Ended June 30, 2024

		Budgeted	Am		_	Actual	•	ariance with nal Budget -
D		Original		Final	(Bu	dgetary Basis)		Pos (Neg)
Revenues LCFF Sources	¢	200 511 205	\$	200 277 266	¢	208 204 (17	¢	27.251
ECFF Sources Federal Sources	\$	208,511,385	\$	208,277,366	\$	208,304,617	\$	27,251
Other State Sources		18,607,238		22,038,962		20,060,279		(1,978,683) 10,825,992
Other Local Sources		37,741,224 15,206,483		46,002,789 23,492,889		56,828,781 29,126,824		5,633,935
		-,,				, ,		
Total Revenues		280,066,330		299,812,006		314,320,501		14,508,495
Expenditures								
Current:								
Certificated Salaries		108,193,994		117,342,175		114,473,550		2,868,625
Classified Salaries		43,741,462		47,088,488		46,410,790		677,698
Employee Benefits		61,059,729		63,102,235		70,634,509		(7,532,274)
Books and Supplies		17,570,871		17,683,744		10,866,537		6,817,207
Services and Other Operating Expenditures		52,369,337		73,577,741		62,747,959		10,829,782
Transfers of Indirect Costs		(329,318)		(337,533)		(327,630)		(9,903)
Capital Outlay		3,820,335		1,901,537		1,429,514		472,023
Other Outgo		2,387,300		2,387,300		2,333,913		53,387
Total Expenditures		288,813,710		322,745,687		308,569,142		14,176,545
Excess (Deficiency) of Revenues								
Over (Under) Expenditures		(8,747,380)		(22,933,681)		5,751,359		28,685,040
Fund Balances, July 1, 2023		109,061,659		141,196,057		141,196,059		2
Fund Balances, June 30, 2024	\$	100,314,279	\$	118,262,376	\$	146,947,418	\$	28,685,042

Schedule of Proportionate Share of the Net Pension Liability-CalSTRS For the Fiscal Year Ended June 30, 2024

	Last Ten	Fiscal	Years			
Employer's Fiscal Year Measurement Period	 2023-24 2022-23		2022-23 2021-22	 2021-22 2020-21	 2020-21 2019-20	 2019-20 2018-19
District's proportion of the net pension liability	 0.1659%		0.1442%	 0.1475%	 0.1520%	 0.1529%
District's proportionate share of the net pension liability	\$ 126,355,762	\$	100,187,157	\$ 67,134,816	\$ 147,307,456	\$ 138,136,433
State's proportionate share of the net pension liability associated with the District	 60,540,598		50,173,337	 33,779,636	 75,937,011	 75,362,646
Totals	\$ 186,896,360	\$	150,360,494	\$ 100,914,452	\$ 223,244,467	\$ 213,499,079
District's covered payroll	\$ 100,026,236	\$	87,687,748	\$ 81,326,155	\$ 82,018,655	\$ 84,292,598
District's proportionate share of the net pension liability as a percentage of its covered payroll	 126.32%		114.25%	 82.55%	 179.60%	 163.88%
Plan fiduciary net position as a percentage of the total pension liability	 81%		81%	 87%	 72%	 73%
Employer's Fiscal Year Measurement Period	 2018-19 2017-18		2017-18 2016-17	 2016-17 2015-16	 2015-16 2014-15	 2014-15 2013-14
District's proportion of the net pension liability	 0.1570%		0.1485%	 0.1547%	 0.1500%	 0.1270%
District's proportionate share of the net pension liability	\$ 144,320,917	\$	137,347,794	\$ 125,365,550	\$ 100,986,000	\$ 74,214,990
State's proportionate share of the net pension liability associated with the District	 82,630,475	\$	81,253,795	 71,378,879	 53,410,318	 44,814,665
Totals	\$ 226,951,392	\$	218,601,589	\$ 196,744,429	\$ 154,396,318	\$ 119,029,655
District's covered-employee payroll	\$ 83,459,653	\$	80,537,440	\$ 76,798,239	\$ 70,452,489	\$ 63,059,794
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	 172.92%		170.54%	 163.24%	 143.34%	 117.69%
Plan fiduciary net position as a percentage of the total pension liability	 71%		69%	 70%	 74%	 77%

Schedule of Proportionate Share of the Net Pension Liability-CalPERS For the Fiscal Year Ended June 30, 2024

	Last Ten I	Fiscal	Years			
Employer's Fiscal Year Measurement Period	 2023-24 2022-23		2022-23 2021-22	 2021-22 2020-21	 2020-21 2019-20	 2019-20 2018-19
District's proportion of the net pension liability	 0.2372%		0.2341%	 0.2403%	 0.2532%	 0.2557%
District's proportionate share of the net pension liability	\$ 85,874,057	\$	80,549,179	\$ 48,860,366	\$ 77,681,103	\$ 74,525,983
District's covered payroll	\$ 41,648,652	\$	36,028,691	\$ 35,168,908	\$ 36,539,369	\$ 36,543,090
District's proportionate share of the net pension liability as a percentage of its covered payroll	 206.19%		223.57%	 138.93%	 212.60%	 203.94%
Plan fiduciary net position as a percentage of the total pension liability	 70%		70%	 81%	 70%	 73%
Employer's Fiscal Year Measurement Period	 2018-19 2017-18		2017-18 2016-17	 2016-17 2015-16	 2015-16 2014-15	 2014-15 2013-14
District's proportion of the net pension liability	 0.2556%		0.2519%	 0.2531%	 0.2457%	 0.2290%
District's proportionate share of the net pension liability	\$ 68,149,798	\$	60,128,107	\$ 49,987,407	\$ 36,216,423	\$ 25,974,371
District's covered payroll	\$ 33,887,773	\$	32,092,252	\$ 30,393,939	\$ 27,191,989	\$ 23,660,479
District's proportionate share of the net pension liability as a percentage of its covered payroll	 201.10%		187.36%	 164.47%	 133.19%	 109.78%
Plan fiduciary net position as a percentage of the total pension liability	 71%		72%	 74%	 79%	 83%

## Schedule of Pension Contributions-CalSTRS

For the Fiscal Year Ended June 30, 2024

	Last	Ten F	iscal Years			
Employer's Fiscal Year	 2023-24		2022-23	 2021-22	 2020-21	 2019-20
Contractually required contribution	\$ 20,026,956	\$	19,105,011	\$ 14,836,767	\$ 13,134,174	\$ 14,025,190
Contributions in relation to the contractually required contribution	 20,026,956		19,105,011	 14,836,767	 13,134,174	 14,025,190
Contribution deficiency (excess):	\$ -	\$		\$ -	\$ -	\$ -
District's covered payroll	\$ 104,853,174	\$	100,026,236	\$ 87,687,748	\$ 81,326,155	\$ 82,018,655
Contributions as a percentage of covered payroll	 19.10%		19.10%	 16.92%	 16.15%	 17.10%
Employer's Fiscal Year	 2018-19		2017-18	 2016-17	 2015-16	 2014-15
Contractually required contribution	\$ 13,722,835	\$	12,043,228	\$ 10,131,610	\$ 8,240,451	\$ 6,256,181
Contributions in relation to the contractually required contribution	 13,722,835		12,043,228	 10,131,610	 8,240,451	 6,256,181
Contribution deficiency (excess):	\$ -	\$		\$ 	\$ 	\$ _
District's covered payroll	\$ 84,292,598	\$	83,459,653	\$ 80,537,440	\$ 76,798,239	\$ 70,452,489
Contributions as a percentage of covered payroll	 16.28%		14.43%	 12.58%	 10.73%	 8.88%

## Schedule of Pension Contributions-CalPERS

For the Fiscal Year Ended June 30, 2024

	Last	Ten F	iscal Years			
Employer's Fiscal Year	 2023-24		2022-23	 2021-22	 2020-21	 2019-20
Contractually required contribution	\$ 13,652,570	\$	10,566,263	\$ 8,254,173	\$ 7,279,964	\$ 7,205,929
Contributions in relation to the contractually required contribution	 13,652,570		10,566,263	 8,254,173	 7,279,964	 7,205,929
Contribution deficiency (excess):	\$ 	\$		\$ 	\$ 	\$ 
District's covered payroll	\$ 51,171,552	\$	41,648,652	\$ 36,028,691	\$ 35,168,908	\$ 36,539,369
Contributions as a percentage of covered payroll	 26.68%		25.37%	 22.91%	 20.70%	 19.72%
Employer's Fiscal Year	 2018-19		2017-18	 2016-17	 2015-16	 2014-15
Contractually required contribution	\$ 6,600,413	\$	5,263,110	\$ 4,456,972	\$ 3,600,770	\$ 3,200,769
Contributions in relation to the contractually required contribution	 6,600,413		5,263,110	 4,456,972	 3,600,770	 3,200,769
Contribution deficiency (excess):	\$ 	\$		\$ 	\$ _	\$ -
District's covered payroll	\$ 36,543,090	\$	33,887,773	\$ 32,092,252	\$ 30,393,939	\$ 27,191,989
Contributions as a percentage of covered payroll	 18.06%		15.531%	 13.888%	 11.847%	 11.771%

### Schedule of Changes in the District's Net OPEB Liability and Related Ratios For the Fiscal Year Ended June 30, 2024

			Last 7	en Fi	iscal Years*				
Employer's Financial Reporting Date Measurement Period		2023-24 2023-24	 2022-23 2022-23		2021-22 2021-22	 2020-21 2020-21	 2019-20 2019-20	 2018-19 2018-19	 2017-18 2017-18
Total OPEB liability									
Service cost	\$	3,561,434	\$ 4,771,822	\$	6,001,980	\$ 5,104,422	\$ 3,837,913	\$ 4,987,643	\$ 4,854,154
Interest		3,249,162	3,825,386		2,540,298	2,008,524	1,779,340	3,428,314	3,335,606
Differences between expected and actual experience		(237,990)	(23,566,124)		94,252	22,613,807	-	(14,858,061)	-
Changes of assumptions or other inputs		(2,290,578)	(912,140)		(13,512,255)	346,578	8,408,860	1,654,667	(2,267,105)
Expected benefit payments		-	-		-	-	-	-	(3,630,866)
Benefit payments		(3,002,310)	(3,009,140)		(3,869,512)	(4,366,240)	(4,400,693)	(3,928,421)	85,492
Other changes		-	-		-	-	-	374,367	-
Net change in total OPEB liability		1,279,718	 (18,890,196)		(8,745,237)	25,707,091	 9,625,420	 (8,341,491)	2,377,281
Total OPEB liability - beginning		88,857,574	107,747,770		116,493,007	90,785,916	81,160,496	89,501,987	87,124,706
Total OPEB liability - ending	\$	90,137,292	\$ 88,857,574	\$	107,747,770	\$ 116,493,007	\$ 90,785,916	\$ 81,160,496	\$ 89,501,987
Plan Fiduciary Net Position									
Contributions - employer	\$	2,724,658	\$ 3,776,658	\$	4,395,269	\$ 4,964,792	\$ -	\$ 4,265,389	\$ 4,339,503
Net investment income		308,543	(127,893)		29,936	-	284,231	154,831	79,553
Benefit payments		(3,002,310)	(3,009,140)		(3,869,512)	(4,366,240)	(3,564,682)	(3,928,421)	(3,630,865)
Investment Gains/(Losses)		-	285,012		-	27,407	(136,984)	-	-
Administrative expenses		(90,471)	 -		-	 -	 -	 -	 85,492
Net change in plan fiduciary net position		(59,580)	924,637		555,693	625,959	(3,417,435)	491,799	873,683
Total fiduciary net position - beginning	_	8,592,070	 7,667,433	_	7,111,740	 6,485,781	 9,903,216	9,411,417	 8,537,734
Total fiduciary net position - ending		8,532,490	 8,592,070	\$	7,667,433	\$ 7,111,740	\$ 6,485,781	\$ 9,903,216	\$ 9,411,417
District's net OPEB liability (asset) - ending	\$	81,604,802	\$ 80,265,504	\$	100,080,337	\$ 109,381,267	\$ 84,300,135	\$ 71,257,280	\$ 80,090,570
Plan fiduciary net position as a percentage of the total OPEB liability		9.5%	 9.7%		7.1%	 6.1%	 7.1%	 12.2%	 10.5%
Covered-employee payroll	\$	126,917,013	\$ 123,520,208	\$	120,214,314	\$ 116,996,899	\$ 112,720,844	\$ 114,428,198	\$ 112,683,361
Total OPEB liability as a percentage of covered- employee payroll		64.3%	 65.0%		83.3%	 93.5%	 74.79%	 62.27%	 71.08%

\* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

## Schedule of OPEB Contributions

For the Fiscal Year Ended June 30, 2024

		La	ast Ten Fiscal Years*				
Employer's Financial Reporting Date	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
Actuarially determined contribution	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Contributions in relation to the actuarially determined contribution	2,724,658	3,776,658	\$ 4,395,269	\$ 4,964,792	\$	\$ 4,265,389	\$ 4,339,503
Contribution deficiency (excess)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Covered-employee payroll	\$ 126,917,013	\$ 123,520,208	\$ 120,214,314	\$ 116,996,899	\$ 112,720,844	\$ 114,428,198	\$ 112,683,361
Contributions as a percentage of covered-employee payroll	2.15%	3.06%	3.66%	4.24%	0.00%	3.73%	3.85%

Note: The actuary does not calculate an actuarially determined contribution amount.

\*This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

## Schedule of the District's Proportionate Share of the Net OPEB Liability – MPP Program For the Fiscal Year Ended June 30, 2024

		Last Ten Fisc	cal Years*				
Employer's Financial Reporting Date Measurement Period	2023-24 2022-23	2022-23 2021-22	2021-22 2020-21	2020-21 2019-20	2019-20 2018-19	2018-19 2017-18	2017-18 2016-17
District's proportion of net OPEB liability	0.2391%	0.2164%	0.2218%	0.2304%	0.2364%	0.2469%	0.2364%
District's proportionate share of net OPEB liability	\$ 744,624	\$ 712,811	\$ 884,485	\$ 976,252	\$ 880,313	\$ 945,194	\$ 994,457
Covered payroll <sup>1</sup>	N/A						
District's net OPEB liability as a percentage of covered payroll	N/A						
Plan fiduciary net position as a percentage of the total OPEB liability	(0.94%)	(0.94%)	0.00%	(0.71%)	(0.81%)	0.40%	0.01%

<sup>1</sup> As of June 30, 2012, active members are no longer eligible for future enrollment in the MPP program; therefore, the covered payroll disclosure is not applicable.

\*This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

Notes to Required Supplementary Information For the Fiscal Year Ended June 30, 2024

#### NOTE 1 – PURPOSE OF SCHEDULES

#### **Budgetary Comparison Schedule**

The District employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as prescribed by the *Governmental Accounting Standards Board* and provisions of the *California Education Code*. The governing board is required to hold a public hearing and adopt an operating budget no later than July 1 of each year. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoptions with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for.

This schedule presents information for the original and final budgets and actual results of operations, as well as the variances from the final budget to actual results of operations.

#### Schedule of the District's Proportionate Share of the Net Pension Liability

This schedule presents information on the District's proportionate share of the net pension liability (NPL), the plans' fiduciary net position and, when applicable, the State's proportionate share of the NPL associated with the District. In the future, as data becomes available, ten years of information will be presented.

*Change in benefit terms* – There were no changes in benefit terms since the previous valuations for either CalSTRS and CalPERS.

*Change of assumptions* - There were no changes in economic assumptions since the previous valuations for either CalSTRS or CalPERS.

#### **Schedule of District Contributions**

This schedule presents information on the District's required contribution, the amounts actually contributed, and any excess or deficiency related to the required contribution. In the future, as data becomes available, ten years of information will be presented.

#### Schedule of Changes in the District's Total OPEB Liability and Related Ratios

This schedule presents information on the District's changes in the total OPEB liability, including beginning and ending balances, and the total OPEB liability. In the future, as data becomes available, ten years of information will be presented.

*Change in benefit terms* – There were no changes in benefit terms since the previous valuation.

*Change of assumptions* – Liability changes resulting from changes in economic and demographic assumptions are deferred based on the average working life. The discount rate was changed from 3.65 percent to 3.93 percent since the previous valuation.

#### **Schedule of OPEB Contributions**

This schedule presents information on the District's contribution, the amounts actually contributed, and any excess or deficiency related to the contribution. The District does not have actuarially determined contributions. In the future, as data becomes available, ten years of information will be presented.

Notes to the Required Supplementary Information For the Fiscal Year Ended June 30, 2024

#### **NOTE 1 – PURPOSE OF SCHEDULES (continued)**

#### Schedule of the District's Proportionate Share of the Net OPEB Liability - MPP Program

This schedule presents information on the District's proportionate share of the net OPEB liability – MPP Program and the plans' fiduciary net position. In the future, as data becomes available, ten years of information will be presented. As of June 30, 2012, active members are no longer eligible for future enrollment in the MPP program; therefore, the covered payroll disclosure is not applicable.

*Change in benefit terms* – There were no changes in benefit terms since the previous valuation.

*Change of assumptions* – The discount rate was changed from 3.54 percent to 3.65 percent since the previous valuation.

Supplementary Information

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## Schedule of Average Daily Attendance For the Fiscal Year Ended June 30, 2024

	As Audi	ted	As Repor	rted
	Second Period	Annual	Second Period	Annual
	Report	Report	Report	Report
Regular ADA:				
Grades TK-3	5,347.10	5,364.71	5,347.04	5,364.65
Grades 4-6	4,261.65	4,262.20	4,261.65	4,262.20
Grades 7-8	2,966.95	2,967.29	2,966.95	2,967.29
Total Regular ADA	12,575.70	12,594.20	12,575.64	12,594.14
Total ADA	12,575.70	12,594.20	12,575.64	12,594.14

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Schedule of Instructional Time For the Fiscal Year Ended June 30, 2024

Grade Level	Minutes Requirement	Minutes Offered	Days Offered	Status
Kindergarten	36,000	49,950	180	Complied
Grade 1	50,400	53,925	180	Complied
Grade 2	50,400	53,925	180	Complied
Grade 3	50,400	53,925	180	Complied
Grade 4	54,000	54,550	180	Complied
Grade 5	54,000	54,550	180	Complied
Grade 6	54,000	59,555	180	Complied
Grade 7	54,000	59,555	180	Complied
Grade 8	54,000	59,555	180	Complied

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## Schedule of Financial Trends and Analysis

For the Fiscal Year Ended June 30, 2024

General Fund	 (Budget) 2025 <sup>2</sup>	2024	 2023	 2022
Revenues and other financing sources	\$ 263,509,639	\$ 314,320,501	\$ 329,670,273	\$ 276,291,181
Expenditures	 296,077,361	 308,569,142	 271,870,897	 237,922,246
Change in fund balance (deficit)	 (32,567,722)	 5,751,359	 57,799,376	 38,368,935
Ending fund balance	\$ 114,379,696	\$ 146,947,418	\$ 141,196,059	\$ 83,396,683
Available reserves <sup>1</sup>	\$ 60,536,697	\$ 85,307,459	\$ 27,185,844	\$ 23,792,226
Available reserves as a percentage of total outgo	 20.4%	 27.6%	 10.0%	 10.0%
Total long-term debt	\$ 652,905,112	\$ 663,644,241	\$ 631,799,748	\$ 517,198,810
Average daily attendance at P-2	 12,275	 12,576	 13,006	 13,089

The General Fund balance has increased by \$63.5 million over the past two years. The fiscal year 2024-25 adopted budget projects a decrease of \$32.6 million. For a district of this size, the state recommends available reserves of at least 3% of total general fund expenditures, transfers out, and other uses (total outgo).

The District has incurred an operating surplus in each of the previous three years, but anticipates incurring an operating deficit during the 2024-25 fiscal year. Long-term debt has increased by \$146.4 million over the past two years.

Average daily attendance decreased by 513 ADA compared to 2021-22. Budgeted ADA for fiscal year 2024-25 is 12,275, which is a further decrease of 301.

<sup>1</sup> Available reserves consist of all unassigned fund balances in the General Fund.

<sup>2</sup> Revised Final Budget August, 2024.

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements For the Fiscal Year Ended June 30, 2024

	Deferr	ed Maintenance Fund
June 30, 2024, annual financial and budget report fund balance	\$	6,616,115
Adjustments and reclassifications:		
Increase (decrease) in total fund balance:		
Accounts payable understated		(556,165)
June 30, 2024, audited financial statement fund balance	\$	6,059,950

# Schedule of Expenditures of Federal Awards For the Fiscal Year Ended June 30, 2024

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Sub-total Expenditures	Federal Expenditures
Federal Programs:				
U.S. Department of Agriculture:				
Passed through California Dept. of Education (CDE):				
Child Nutrition Cluster:				
School Breakfast Program - Especially Needy	10.553	13526	\$ 1,624,389	
National School Lunch Program	10.555	13523	6,457,260	
USDA Donated Foods	10.555 10.555	13389 15655	517,587 842,886	
Supply Chain Assistance (SCA) Funds Local Food for Schools	10.555	15655	842,886 82,846	
Total Child Nutrition Cluster	10.555	13708	02,040	\$ 9,524,968
NSLP Equipment Assistance Grants	10.579	14906		<sup>\$</sup> 9,524,908 74,520
Passed through California Dept. of Social Services (CDSS):	10.077	11,000		7 1,0 20
Child and Adult Food Care Program	10.558	13393	1,991,462	
Cash in Lieu of Commodities	10.558	13389	119,204	
Total Child and Adult Food Care Program				2,110,666
Total U.S.Department of Agriculture				11,710,154
U.S. Department of Education:				
Every Student Succeeds Act (ESSA):				
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329	4,820,446	
Title I, School Improvement Funding	84.010	15438	166,769	
Total Title I Grants				4,987,215
Title II, Part A, Supporting Effective Instruction State Grant	84.367	14341		568,729
English Language Acquisition Grants: Title III, Immigrant Education Program	84.365	15146	20,425	
Title III, Limited English Proficiency	84.365	14346	1,469,995	
Total English Language Acquisition Grants	84.505	14540	1,409,995	1,490,420
Title IV, Part A, Student Support and Academic Enrichment	84.424	15396		449,690
Title IV, Part F, Mental Health Services Professional Demonstration Grants	84.184X	Unknown		356,371
Passed through Ventura County SELPA:				
Individuals with Disabilities Education Act Cluster (IDEA):				
COVID-19 ARP-IDEA Part B, Sec. 611, Local Assistance Entitlement	84.027	15638	207,050	
COVID-19 ARP-IDEA Part B, Sec. 611, Local Assistance Private School ISPs	84.027	10169	1,181	
COVID-19 ARP-IDEA Part B, Sec. 619, Preschool Grants	84.173	15639	3,368	
IDEA Basic Local Assistance Entitlement, Part B, Section 611 (Formerly PL 94-142)	84.027	13379	3,321,351	
IDEA Local Assistance, Part B, Sec 611, Private School ISPs	84.027	10115	63,801	
IDEA Local Assistance, Part B, Sec 611, Early Intervening Services IDEA Preschool Grants, Part B, Section 619 (Age 3-4-5)	84.027 84.173	10119 13430	24,341 164,182	
IDEA Mental Health Allocation Plan, Part B, Sec 611	84.027A	15197	167,689	
Total Special Education (IDEA) Cluster	04.027A	15177	107,005	3,952,963
COVID-19 - Education Stabilization Fund:				
Elementary and Secondary School Emergency Relief II (ESSER II) Fund	84.425D	15547	3,072	
Elementary and Secondary School Emergency Relief III (ESSER III) Fund	84.425U	15559	7,505,690	
Elementary and Secondary School Emergency Relief III (ESSER III) Fund: Learning Loss	84.425U	10155	484,537	
Expanded Learning Opportunities (ELO) Grant ESSER II State Reserve	84.425D	15618	97,320	
Expanded Learning Opportunities (ELO) Grant GEER II	84.425C	15619	13,969	
Expanded Learning Opportunities (ELO) Grant: ESSER III State Reserve, Learning Loss	84.425U	15621	1,734	
American Rescue Plan-Homeless Children and Youth II (ARP-HCY II)	84.425	15566	148,569	0.054.001
Total Education Stabilization Fund Total U.S.Department of Education				8,254,891 20,060,279
•				<u>, , , , , , , , , , , , , , , , , </u>
Total Expenditures of Federal Awards				\$ 31,770,433

Of the Federal expenditures presented in the schedule, the District provided no Federal awards to subrecipients.

*Note to Supplementary Information June 30, 2024* 

#### NOTE 1 – PURPOSE OF SCHEDULES

#### Schedule of Average Daily Attendance (ADA)

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

#### Schedule of Instructional Time

This schedule presents information on the number of instructional days offered by the District and whether the District complied with Article 8 (commencing with Section 46200) of Chapter 2 Part 26 of the *Education Code*.

#### Schedule of Financial Trends and Analysis

This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

#### Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Unaudited Actual financial report to the audited financial statements.

#### Schedule of Expenditures of Federal Awards

The schedule of expenditures of Federal awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements. The District did not elect to use the ten percent de minimis indirect cost rate.

**Other Information** 

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Local Educational Agency Organization Structure June 30, 2024

The Oxnard School District was established in 1873, and consists of an area comprising approximately 28 square miles in the southern portion of Ventura County encompassing a portion of the City of Oxnard. The District operates twelve elementary schools (K-5), three intermediate schools (6-8), five K-8 schools, and one preschool. There were no boundary changes during the year.

GOVERNING BOARD				
Member	Office	Term Expires		
Mrs. Veronica Robles-Solis	President	November, 2026		
Ms. Monica Madrigal Lopez	Clerk	November, 2024		
Mrs. Rose Gonzales	Member	November, 2026		
Mr. Brian Melanephy	Member	November, 2024		
Ms. MaryAnn Rodriguez	Member	November, 2024		

#### **DISTRICT ADMINISTRATORS**

Anabolena DeGenna, Ed.D., Superintendent

Valerie Mitchell, MPPA, Assistant Superintendent, Business and Fiscal Services

Aracely Fox, Ed.D., Assistant Superintendent, Educational Services

Natalia Torres, Ed.D., Assistant Superintendent, Human Resources (This page intentionally left blank)

Other Independent Auditors' Reports

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#### INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Trustees Oxnard School District Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated October 11, 2024.

#### **Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as Findings 2024-001 that we consider to be a significant deficiency.

#### 70

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#### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

*Government Auditing Standards* requires the auditor to perform limited procedures on the District's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Nigo & Nigo, PC

Murrieta, California October 11, 2024



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#### INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Trustees Oxnard School District Oxnard, California

#### **Report on Compliance for Each Major Federal Program**

#### **Opinion on Each Major Federal Program**

We have audited the Oxnard School District's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Oxnard School District's major federal programs for the year ended June 30, 2024. The Oxnard School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Oxnard School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

#### Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Oxnard School District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements related to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Oxnard School District's compliance with the compliance requirements referred to above.

#### **Responsibilities of Management for Compliance**

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Oxnard School District's federal programs.

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#### Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Oxnard School District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Oxnard School District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Oxnard School District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Oxnard School District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

#### **Report on Internal Control Over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Nigo & Nigo, PC

Murrieta, California October 11, 2024

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#### INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE AND ON INTERNAL CONTROL OVER COMPLIANCE

Board of Trustees Oxnard School District Oxnard, California

#### **Report on Compliance**

#### Opinion

We have audited the Oxnard School District's (District) compliance with the requirements specified in the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting applicable to the District's state program requirements identified below for the year ended June 30, 2024.

In our opinion, Oxnard School District complied in all material aspects, with the laws and regulations of the state programs noted in the table below for the year ended June 30, 2024.

#### **Basis for Opinion**

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

#### **Responsibilities of Management for Compliance**

Management is responsible for compliance with the requirements referred to above, and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Oxnard School District's state programs.

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#### Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit;
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances;
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, but not for the purpose of expressing an opinion on the effectiveness of the District's internal controls over compliance. Accordingly, we express no such opinion; and

	Procedures
Description	Performed
Local Education Agencies Other Than Charter Schools:	
Attendance	Yes
Teacher Certification and Misassignments	Yes
Kindergarten Continuance	Yes
Independent Study	No*
Continuation Education	Not Applicable
Instructional Time	Yes
Instructional Materials	Yes
Ratio of Administrative Employees to Teachers	Yes
Classroom Teacher Salaries	Yes
Early Retirement Incentive	Not Applicable
Gann Limit Calculation	Yes
School Accountability Report Card	Yes
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools	Not Applicable
K-3 Grade Span Adjustment	Yes
Apprenticeship: Related and Supplemental Instruction	Not Applicable
Comprehensive School Safety Plan	Yes
District of Choice	Not Applicable
Home to School Transportation Reimbursement	Yes

• Select and test transactions and records to determine the District's compliance with the state laws and regulations applicable to the following items:

Description	Procedures Performed
School Districts, County Offices of Education, and Charter Schools:	I citorineu
Proposition 28 Arts and Music in Schools	Yes
After/Before School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study – Course Based	Not Applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	Not Applicable
Expanded Learning Opportunities Program	Yes
Transitional Kindergarten	Yes
Charter Schools:	
Attendance	Not Applicable
Mode of Instruction	Not Applicable
Nonclassroom-Based Instruction/Independent Study	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
Annual Instructional Minutes – Classroom-Based	Not Applicable
Charter School Facility Grant Program	Not Applicable

\*We did not perform testing for Independent Study because the ADA was below the level that requires testing.

Areas marked as "Not Applicable" were not operated by the District.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identify in the audit.

#### **Other Matters**

The results of our auditing procedures disclosed instances of noncompliance, which are described in the accompanying schedule of findings and questioned costs as Findings 2024-002 through 2024-004. Our opinion on each state program is not modified with respect to these matters.

*Government Auditing Standards* requires the auditor to perform limited procedures on the District's response to the noncompliance findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the auditing procedures applied in the audit of compliance an, accordingly, we express no opinion on the response.

#### **Report on Internal Control over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention from those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identity all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit, we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Accordingly, this report is not suitable for any other purpose.

Nigo & Nigo, PC

Murrieta, California October 11, 2024

Schedule of Findings and Questioned Costs

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## **OXNARD SCHOOL DISTRICT**

Summary of Auditors' Results For the Fiscal Year Ended June 30, 2024

#### Financial Statements

Type of auditors' report issued	Unmodified	
Internal control over financial		
Material weakness(es) iden		No
Significant deficiency(s) id		
to be material weaknesse		Yes
Noncompliance material to fin	ancial statements noted?	No
Federal Awards		
Internal control over major pro	ograms:	
Material weakness(es) iden		No
Significant deficiency(s) id	entified not considered	
to be material weaknesse	s?	None reported
Type of auditors' report issued	on compliance for	
major programs:		Unmodified
Any audit findings disclosed the		
	n Guidance Sec. 200.516(a)?	No
Identification of major program	ns:	
Assistance Listing		
Numbers	Name of Federal Program or Cluster	
10.553, 10.555	Child Nutrition Cluster	
10.558	Child and Adult Care Food Program	
84.425, C, D, U	COVID-19 Education Stabilization Fund	
Dollar threshold used to distin Type B programs: Auditee qualified as low-risk a	\$ 953,113 Yes	
State Awards		
Type of auditors' report issued state programs:	Unmodified	

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### **OXNARD SCHOOL DISTRICT**

Financial Statement Findings For the Fiscal Year Ended June 30, 2024

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. Pursuant to Assembly Bill (AB) 3627, all audit findings must be identified as one or more of the following categories:

Five Digit Code	AB 3627 Finding Types
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Programs
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

#### Finding 2024-001: Capital Assets Reporting (20000, 30000)

#### Repeat Finding?: No

**Criteria:** Education Code 35168 requires LEAs to maintain a historical inventory of all equipment whose current market value exceeds \$500. Federal regulations also require government agencies to maintain detailed inventory records for all equipment purchased with federal funds. Furthermore, the California School Accounting Manual (CSAM) describes policies and procedures that should be adopted and implemented by LEAs in order to maintain a detailed inventory of capital assets. Finally, Governmental Accounting Standards Board (GASB) Statement No. 34 requires presentation of all capital assets at historical cost in addition to an annual allowance for depreciation in order for financial statements to be presented in accordance with accounting standards generally accepted in the United States of America.

Condition: During our review of the District's capital assets, we noted the following deficiencies:

- The amount of capital additions to Construction In Progress (CIP) during the fiscal year reconciles to the amounts reported for capital outlay expenditures, but there is no detailed listing of construction projects and the cumulative balance of CIP. This is especially critical since the District is investing significant costs into modernization and construction through the issuance of general obligation bonds.
- The detailed inventory records kept for land and site improvements do not match the amounts reported in the audit. The detailed inventory records appear to be incomplete for those two categories as a result.
- Furthermore, the District does not account for disposals of assets, so no disposals are reported.

*Financial Statement Findings (continued) For the Fiscal Year Ended June 30, 2024* 

#### Finding 2024-001: Capital Assets Reporting (20000, 30000) (continued)

**Cause:** The District has taken steps to reconcile the detailed capital asset records but has not completed the process for the categories noted above.

**Effect:** We are unable to confirm the amounts reported in the District's financial statements for certain categories of capital assets, including depreciation. As a result, the District's capital assets are at risk of being materially misstated in the financial statements.

**Recommendation:** We recommend that the District hire an asset valuation company to perform a full inventory and valuation of capital assets. Additionally, we recommend that at the completion of the valuation the District design and implement controls to ensure that it has an accurate record of capital assets going forward and can properly calculate annual depreciation.

**Views of Responsible Officials:** The District will explore options to conduct a phased inventory and valuation, starting with high-value or high-risk assets. Additionally, we will enhance staff training to ensure records are accurate and depreciation is calculated correctly moving forward.

### **OXNARD SCHOOL DISTRICT**

Federal Award Findings and Questioned Costs For the Fiscal Year Ended June 30, 2024

This section identifies the audit findings required to be reported by the Uniform Guidance, Section 200.516 (e.g., significant deficiencies, material weaknesses, and instances of noncompliance, including questioned costs).

There were no federal award findings or questioned costs in 2023-24.

This section identifies the audit findings pertaining to noncompliance with state program rules and regulations.

#### Finding 2024-002: After School Education and Safety (ASES) (40000)

#### Repeat Finding? Yes

**Criteria:** The After School and Safety Program (ASES) was established to serve pupils in kindergarten through grade nine. In accordance with Education Code Section 8483(a)(1), there are stringent regulations in operating and reporting attendance for the program. An early release policy documents codes to be used for early release of students from the program to allow students to be counted for the attendance day.

**Condition:** During our review of the sign in/out sheets for the ASES program, we noticed that 15 students were signed out early with no code. Additionally, we noted 4 students signed in/out, when marked absent on the attendance roster.

Context: The exceptions occurred in 15 instances at two school sites of the three that we selected for testing.

Cause: The early release policy was inadequately communicated, so it was not followed.

Effect: There is no financial penalty for this finding.

**Recommendation:** We recommend that the school sites enforce the early release policy in 2024-25 and be more careful about marking students absent.

**Views of Responsible Officials:** To correct this issue, Oxnard School District will provide additional training to staff on attendance taking including the sign-in and sign-out procedures. The program management will also implement periodic audits of schools to ensure compliance with policy and practice.

#### Finding 2024-003: Local Control Accountability Plan (LCAP) (62000)

#### Repeat Finding? No

**Criteria:** Pursuant to EC Section 52062(a)(1), before the governing board of a school district considers the adoption of a local control and accountability plan or an annual update to the local control and accountability plan, the superintendent of the school district shall present the local control and accountability plan or annual update to the local control and accountability plan to the parent advisory committee established pursuant to Section 52063 for review and comment.

Condition: The District did not present the 2023-24 LCAP to the parent advisory committee.

#### Context: N/A

Cause: The District experienced staff turnover, which led to this requirement being overlooked.

**Effect:** There is no financial penalty for this finding.

**Recommendation:** We recommend that the District implement procedures to ensure that future LCAPs are presented to the parent advisory committee before adoption.

**Views of Responsible Officials:** To correct this issue, Oxnard School District will implement a formal procedure to ensure that future LCAPs are presented to the parent advisory committee for review and feedback prior to adoption, in line with the recommendation.

#### Finding 2024-004: Attendance Accounting (10000)

#### Repeat Finding ?: No

**Criteria:** California Education Code Section 46000 states: Attendance in all schools and classes shall be recorded and kept according to regulations prescribed by the State Board of Education, subject to the provisions of this chapter. Good internal controls require the District & Charters to review its pupil attendance reporting processes and ensure that attendance policies and procedures are maintained and followed at all school sites.

**Condition:** During our review of ADA totals reported by the District to CDE, we that the District misreported ADA on the P-2 and Annual Report of Attendance (Line A-2) by 0.06. For grades TK/K-3, the District reported 13.90 ADA, but should have reported 13.96.

#### Context: N/A

Effect: Based on the District's derived value of ADA, the District will be owed \$930.

**Cause:** The District was notified of this error during the audit process but was unable to revise because of a closure in the PADC reporting window.

**Recommendation:** We recommend that the District revise the P2 and Annual reports when the PADC revision window opens in February 2025. Furthermore, the District should have someone review the attendance reports for accuracy prior to submitting to the CDE.

**Views of Responsible Officials:** To correct this issue, the District will submit revisions for P2 and Annual attendance reports when the window for revisions open in February 2025. Additionally, moving forward a designated team member will review attendance reports for accuracy before submission to the CDE.

## **OXNARD SCHOOL DISTRICT**

Summary Schedule of Prior Audit Findings For the Fiscal Year Ended June 30, 2024

Original Finding No.	Finding	Code	Recommendation	Current Status
2023-001 After School Education and Safety	The After School Education and Safety Program (ASES) was established to serve pupils in kindergarten through grade nine. In accordance with Education Code Section 8483(a)(1), there are stringent regulations in operating and reporting attendance for the program. An early release policy documents the reason code to be used for early release of students from the program to allow the student to be counted for attendance for the day.	40000	We recommend sites where the program operates follow the early release policy in place.	Not Implemented; See Finding 2024-002.
	During our review of the sign-in/out sheets for the ASES program, we noticed that nine students were signed out early without an early release code as per the early release policy.			

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To the Board of Trustees Oxnard School District Oxnard, California

In planning and performing our audit of the basic financial statements of Oxnard School District for the fiscal year ending June 30, 2024, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the basic financial statements and not to provide assurance on the internal control structure.

However, during our audit we noted matters that are an opportunity for strengthening internal controls and operating efficiency. The following items represent conditions noted by our audit that we consider important enough to bring to your attention. This letter does not affect our report dated October 11, 2024, on the financial statements of Oxnard School District.

#### ASSOCIATED STUDENT BODY FUNDS

Observation: A number of audit exceptions were noted during our testing at Juan Lagunas Soria School, as follows:

- Cash receipt documentation was inadequate. Five of the six cash receipts tested were not supported by appropriate point of sale or other documentation other than a cash count sheet.
- Revenue potentials were not prepared for fundraising activities.
- Two of the six bank deposits that we tested were not deposited on a timely basis. In both cases, the deposit was made over a month after collection of the receipts.
- Physical safeguards over checks need to be improved. Blank checks are currently maintained in an unlocked drawer.
- Each of the four disbursements that we tested were missing the signature of the school principal.
- We noted that checks were hand-written and were issued out of numerical sequence.

*Recommendations:* The School needs to implement several improvements to internal control procedures over ASB funds, including processes to maintain controls over cash receipts and disbursements.

We will review the status of the current year comments during our next audit engagement.

liger & Nigo, PC

Murrieta, California October 11, 2024

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## **OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

Agenda Section: Section D: Action Items

## Acceptance of Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024 (Núñez)

In November 2016, a general obligation bond proposition (Measure D) of the Oxnard School District was approved by the voters. Pursuant to the requirements of Proposition 39, the Board of Trustees of the District has established a Citizens' Bond Oversight Committee whose principal purpose is to review the bond expenditures and ensure their use for the purposes set forth in the ballot measure, as well as to inform the public as to such expenditures. Section 1(b)(3)(C) of Article XIIIA of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds have been expended only for the authorized Bond projects.

The Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report June 30, 2024, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board.

## FISCAL IMPACT:

N/A

## **RECOMMENDATION:**

It is the recommendation of the Director of Fiscal Services that the Board of Trustees accept the Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024.

## **ADDITIONAL MATERIALS:**

Attached: Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024 (17 pages)

#### **AUDIT REPORT**

For the Fiscal Year Ended June 30, 2024



For the Fiscal Year Ended June 30, 2024 Table of Contents

#### FINANCIAL SECTION

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#### OTHER INDEPENDENT AUDITORS' REPORTS

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance	
and Other Matters Based on an Audit of Financial Statements Performed in Accordance with	
Government Auditing Standards	
Independent Auditors' Report on Performance	

**Financial Section** 

Introduction and Citizens' Oversight Committee Member Listing June 30, 2024

Oxnard School District consists of three middle schools, eleven elementary schools, six K-8 schools, as well as one special education preschool campus supported by a District Office and an operations center. The District serves approximately 13,400 students.

On November 8, 2016, the voters of the Oxnard School District approved by more than 55% Measure "D", authorizing the issuance and sale of \$142,500,000 of general obligation bonds. The District has issued Series A, B, and C of the Election of 2016 General Obligation Bonds in the total amounts of \$105,991,761. The bonds have been issued to replace portable classrooms, modernize and construct adult classrooms and support facilities, and to pay costs of issuance of the bonds.

The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects.

Upon passage of Proposition 39, an accompanying piece of legislation, AB1908 (Chapter 44, Statutes of 2000), was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond Proposition pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The Citizens' Bond Oversight Committee was comprised of the following members as of June 30, 2024:

Name	Title	Representation
Alyssa Maria	Chair	Community-at-Large Representative
Gaylaird Christopher	Vice Chair	Senior Citizens' Organization Representative
Lisa Latimer	Member	Community-at-Large Representative
Charles McLaughlin	Member	Taxpayer Organization Representative
Will Ray Jr.	Member	PTA/Parent Representative
Carlos Sepulveda	Member	Parent/Guardian Representative
Vacant	Member	Business Organization Representative



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#### INDEPENDENT AUDITORS' REPORT

The Board of Trustees and the Citizens' Bond Oversight Committee Oxnard School District Oxnard, California

#### **Report on the Audit of the Financial Statements**

#### Opinion

We have audited the accompanying financial statements of the Measure "D" General Obligation Bond Building Fund of Oxnard Elementary School District, as of and for the fiscal year ended June 30, 2024, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure "D" General Obligation Bond Building Fund of Oxnard School District, as of June 30, 2024, and the changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, Appendix A. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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#### Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### Emphasis of Matter

As discussed in Note 1, the financial statements present only the Measure "D" General Obligation Bond Building Fund and do not purport to, and do not, present fairly the financial position of the Oxnard School District, as of June 30, 2024, the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

#### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 13, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Nigo & Nigo, PC

Murrieta, California January 13, 2025

Balance Sheet June 30, 2024

ASSETS

Measure "D"

**Total Assets** 

\$\_\_\_

\$

LIABILITIES AND FUND BALANCE

Total Liabilities and Fund Balance

Statement of Revenues, Expenditures, and Changes in Fund Balance For the Fiscal Year Ended June 30, 2024

	Measure "D"		
<b>REVENUES</b> Interest earnings Net Increase in FMV of investments	\$		
Total Revenues	25,373		
<b>EXPENDITURES</b> Capital outlay	332,040		
Excess of Revenues over Expenditures	(306,667)		
Fund Balance, July 1, 2023	306,667		
Fund Balance, June 30, 2024	\$ -		

Notes to Financial Statements June 30, 2024

#### NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

#### A. Reporting Entity

On November 8, 2016, the District voters authorized \$142,500,000 in General Obligation Bonds (Measure "D") for the purpose of financing the modernization and construction for school facilities within the District. The measure required a minimum 55% vote for passage. In response, an advisory committee to the District's Governing Board and Superintendent, the Citizens' Bond Oversight Committee, was established. The Committee's oversight goals include ensuring compliance with conditions of Measure "D".

The Bond proceeds are accounted for in the District's Building Fund (214), where they are expended for the approved projects. The statements presented are for the individual Measure "D" General Obligation Bond Building Fund and are not intended to be a complete presentation of the District's financial position or results of operations.

#### **B.** Basis of Accounting

The Measure "D" General Obligation Bond Building Fund is a governmental fund reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

#### C. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By state law, the District's governing board must adopt a budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements.

These budgets are revised by the District's governing board during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

#### **D.** Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

Notes to Financial Statements June 30, 2024

#### NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

#### E. Fund Balances

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

**Nonspendable**: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

**Restricted**: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

**Committed**: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

**Assigned**: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

**Unassigned**: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

#### F. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

#### NOTE 2 – CASH

#### **Pooled Funds**

In accordance with Education Code Section 41001, the District maintains all of its cash from the bond proceeds in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

Notes to Financial Statements June 30, 2024

#### NOTE 2 - CASH (continued)

In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2024, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

#### **Fair Value Measurements**

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 – Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that date if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized – Investments in the Ventura County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

District has expended all bond funds. There is no cash remaining as of June 30, 2024.

#### NOTE 3 – MEASURE "D" GENERAL OBLIGATION BONDS

The District has issued three series from the Measure "D" Election of 2016. The bonds are general obligations of the District. The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest on and principal of the bonds. The County records the collection of taxes and payments of bond principal and interest in a separate fund, which is not reported here. The bonds were issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

Notes to Financial Statements June 30, 2024

#### NOTE 3 - MEASURE "D" GENERAL OBLIGATION BONDS (continued)

	Issue	Maturity	Interest	Original	Balance,			Balance,
Bond	Date	Date	Rate	Issue	July 1, 2023	Additions	Deductions	June 30, 2024
2016 Series A	3/30/2017	8/1/2046	3.5% to 5.0%	\$ 81,000,000	\$ 81,000,000	\$ -	\$ -	\$ 81,000,000
2016 Series B	3/29/2018	8/1/2047	3.0% to 5.0%	13,996,626	12,782,214	-	74,480	12,707,734
2016 Series C	12/15/2020	8/1/2050	3.0% to 4.0%	10,995,135	10,995,135	-	195,000	10,800,135
				\$ 105,991,761	\$ 104,777,349	\$-	\$ 269,480	\$ 104,507,869

Measure "D" Bonds issued and outstanding as of June 30, 2024, are as follows:

The requirements to amortize outstanding Measure "D" general obligation bonds are as follows:

Fiscal Year	Principal	Interest	Total
2024-2025	\$ 166,024	\$ 4,772,001	\$ 4,938,025
2025-2026	327,910	4,766,490	5,094,400
2026-2027	493,030	4,749,120	5,242,150
2027-2028	718,721	4,736,804	5,455,525
2028-2029	961,676	4,723,311	5,684,987
2029-2034	8,858,821	23,004,554	31,863,375
2034-2039	17,812,419	20,884,706	38,697,125
2039-2044	29,809,133	15,363,492	45,172,625
2044-2049	35,180,135	5,119,375	40,299,510
2049-2051	10,180,000	345,600	10,525,600
Total	\$ 104,507,869	\$ 88,465,453	\$ 192,973,322

#### NOTE 4 - COMMITMENTS AND CONTINGENCIES

#### **Construction Commitments**

As of June 30, 2024, the District had no commitments with respect to unfinished capital projects to be paid with Measure "D" funds.

#### NOTE 5 – CITIZEN'S OVERSIGHT COMMITTEE

Education Code Section 15282(a) states that the Citizens' Oversight Committee must consist of at least seven members and must be comprised of the following members: one member shall be active in a business organization representing the business community located within the district, one member shall be active in a senior citizens' organization, one member shall be active in a bona fide taxpayers' organization, one member shall be the parent or guardian of a child enrolled in the district, and one member shall be both a parent or guardian of a child enrolled in the district, such as the Parent Teacher Association or school site council. The Committee has only six members and lacks representation from a member of a business organization. As a result, the committee does not have all the required representation. The District is actively seeking to fill this position.

## Other Independent Auditors' Reports



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#### INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

The Board of Trustees and the Citizens' Bond Oversight Committee Oxnard School District Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure "D" General Obligation Bond Building Fund of Oxnard School District, as of and for the year ended June 30, 2024, and the related notes to the financial statements, and have issued our report thereon dated January 13, 2025.

#### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Oxnard School District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Oxnard School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Oxnard School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Jeff Nigro, CPA, CFE | Elizabeth Nigro, CPA | Shannon Bishop, CPA | Peter Glenn, CPA, CFE | Paul J. Kaymark, CPA | Jessica Berry, CPA | Angelika Vartikyan, CPA

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#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Nigo & Nigo, PC

Murrieta, California January 13, 2025



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#### INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

The Board of Trustees and the Citizens' Bond Oversight Committee Oxnard School District Oxnard, California

We have conducted a performance audit of the Oxnard School District (the "District"), Measure "D" General Obligation Bond funds for the fiscal year ended June 30, 2024.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

#### **Objectives**

Our audit was limited to the objectives listed below which include determining the compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution and Appendix A contained in the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting issued by the California Education Audit Appeals Panel. Management is responsible for the District compliance with those requirements.

- The expenditures charged to the Oxnard School District Building Fund (214) are documented.
- Expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure "D".
- Any discrepancies or weaknesses in internal controls are noted and recommendations for improvement are provided.
- The District Board and the Citizens' Bond Oversight Committee are provided with a performance audit report as required under the requirements of the California Constitution and Proposition 39.

#### Scope of the Audit

The scope of our performance audit covered the fiscal period from July 1, 2023 to June 30, 2024. The expenditures tested included all object and project codes associated with the bond projects. Expenditures incurred subsequent to June 30, 2024, were not reviewed or included within the scope of our audit or in this report.

In planning and conducting our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

Jeff Nigro, CPA, CFE | Elizabeth Nigro, CPA | Shannon Bishop, CPA | Peter Glenn, CPA, CFE | Paul J. Kaymark, CPA | Jessica Berry, CPA | Angelika Vartikyan, CPA

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#### **Procedures Performed**

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2024, for the Measure "D" General Obligation Building Fund. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for expenditures to ensure compliance with the requirements of Proposition 39 and Measure "D" with regards to the approved bond projects list. We performed the following procedures:

To meet our objectives, audit tests were performed and included, but were not limited to the following:

- We verified that bond funds were deposited in the District's name and invested in accordance with applicable legal requirements.
- We tested approximately \$200,390 (60%) in bond fund invoices paid. This includes testing payments for validity, allowability, and accuracy. Expenditures sampled in our test included payments made to subcontractors and other vendors.
- We reviewed the approved project listing as set out in the Measure "D" election documents.
- We selected a sample of expenditures for the fiscal year ended June 30, 2024 and reviewed supporting documentation to ensure that such funds were properly expended on the authorized bond projects.
- We verified that funds from the Building Fund (214) were expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects, and we verified that funds held in the Building Fund (214) were not used for salaries of school administrators or other operating expenses of the District.
- We verified that the District did not exceed change order limitations in excess of 10% pursuant to the Public Contract Code.

Our audit of compliance made for the purpose set forth in the preceding paragraph would not necessarily disclose all instances of noncompliance.

The results of our procedures indicated that, in all significant respects, the District complied with the compliance requirements for the Measure "D" General Obligation Bond proceeds listed and tested above.

This report is intended for the information of the Board of Trustees, management and the Citizens' Bond Oversight Committee; however, this report is a matter of public record.

Nigo & Nigo, PC

Murrieta, California January 13, 2025

## **OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

Agenda Section: Section D: Action Items

## Acceptance of Measure I General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024 (Núñez)

In November 2022, a general obligation bond proposition (Measure I) of the Oxnard School District was approved by the voters. Pursuant to the requirements of Proposition 39, the Board of Trustees of the District has established a Citizens' Bond Oversight Committee whose principal purpose is to review the bond expenditures and ensure their use for the purposes set forth in the ballot measure, as well as to inform the public as to such expenditures. Section 1(b)(3)(C) of Article XIIIA of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds have been expended only for the authorized Bond projects.

The Measure I General Obligation Bond Building Fund of Oxnard School District Audit Report June 30, 2024, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board.

## FISCAL IMPACT:

N/A

## **RECOMMENDATION:**

It is the recommendation of the Director of Fiscal Services that the Board of Trustees accept the Measure I General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024.

## **ADDITIONAL MATERIALS:**

Attached: Measure I General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2024 (18 pages)

#### **AUDIT REPORT**

For the Fiscal Year Ended June 30, 2024



For the Fiscal Year Ended June 30, 2024 Table of Contents

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**Financial Section** 

Introduction and Citizens' Oversight Committee Member Listing June 30, 2024

Oxnard School District consists of three middle schools, eleven elementary schools, six K-8 schools, as well as one special education preschool campus supported by a District Office and an operations center. The District serves approximately 13,400 students.

On November 8, 2022, the voters of the Oxnard School District approved by more than 55% Measure "I", authorizing the issuance and sale of \$215,000,000 of general obligation bonds. The District has issued Series A of the Election of 2022 General Obligation Bonds in the total amounts of \$76,515,000. The bonds have been issued to reconstruct older middle school classrooms, modernize and construct elementary classrooms and support facilities, and to pay costs of issuance of the bonds.

The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects.

Upon passage of Proposition 39, an accompanying piece of legislation, AB1908 (Chapter 44, Statutes of 2000), was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond Proposition pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The Citizens' Bond Oversight Committee was comprised of the following members as of June 30, 2024:

Name	Title	Representation
Alyssa Maria	Chair	Community-at-Large Representative
Gaylaird Christopher	Vice Chair	Senior Citizens' Organization Representative
Lisa Latimer	Member	Community-at-Large Representative
Charles McLaughlin	Member	Taxpayer Organization Representative
Will Ray Jr.	Member	PTA/Parent Representative
Carlos Sepulveda	Member	Parent/Guardian Representative
Vacant	Member	Business Organization Representative



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#### INDEPENDENT AUDITORS' REPORT

The Board of Trustees and the Citizens' Bond Oversight Committee Oxnard School District Oxnard, California

#### **Report on the Audit of the Financial Statements**

#### Opinion

We have audited the accompanying financial statements of the Measure "I" General Obligation Bond Building Fund of Oxnard Elementary School District, as of and for the fiscal year ended June 30, 2024, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure "I" General Obligation Bond Building Fund of Oxnard School District, as of June 30, 2024, and the changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, Appendix A. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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#### Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### Emphasis of Matter

As discussed in Note 1, the financial statements present only the Measure "I" General Obligation Bond Building Fund and do not purport to, and do not, present fairly the financial position of the Oxnard School District, as of June 30, 2024, the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

#### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 13, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

ligro & Nigo, PC

Murrieta, California January 13, 2025

# MEASURE "I" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

Balance Sheet June 30, 2024

	Measure ''I''	
ASSETS		
Deposits and investments	\$	70,121,806
Accounts receivable	_	1,595,836
Total Assets	\$	71,717,642
LIABILITIES AND FUND BALANCE		
Liabilities	<b>_</b>	
Accounts payable	\$	1,387,757
Fund Balance		
Restricted for capital projects		70,329,885
Total Liabilities and Fund Balance	\$	71,717,642

# MEASURE "I" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

Statement of Revenues, Expenditures, and Changes in Fund Balance For the Fiscal Year Ended June 30, 2024

	Measure "I"		
REVENUES			
Interest earnings	\$	3,043,938	
Net increase in FMV of investments		931,355	
Total Revenues		3,975,293	
EXPENDITURES			
Current:			
Materials and supplies		1,052,836	
Services and other expenditures		16,924	
Capital outlay		8,373,502	
Total Expenditures		9,443,262	
Excess of Revenues over Expenditures		(5,467,969)	
Fund Balance, July 1, 2023		75,797,854	
Fund Balance, June 30, 2024	\$	70,329,885	

#### MEASURE "I" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

Notes to Financial Statements June 30, 2024

#### NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

#### A. Reporting Entity

On November 8, 2022, the District voters authorized \$215,000,000 in General Obligation Bonds (Measure "I") for the purpose of financing the modernization and construction for school facilities within the District. The measure required a minimum 55% vote for passage. In response, an advisory committee to the District's Governing Board and Superintendent, the Citizens' Bond Oversight Committee, was established. The Committee's oversight goals include ensuring compliance with conditions of Measure "I".

The Bond proceeds are accounted for in the District's Building Fund (215), where they are expended for the approved projects. The statements presented are for the individual Measure "I" General Obligation Bond Building Fund and are not intended to be a complete presentation of the District's financial position or results of operations.

#### **B.** Basis of Accounting

The Measure "I" General Obligation Bond Building Fund is a governmental fund reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

#### C. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By state law, the District's governing board must adopt a budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements.

These budgets are revised by the District's governing board during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

#### **D.** Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

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#### MEASURE "I" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

Notes to Financial Statements June 30, 2024

#### NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

#### E. Fund Balances

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

**Nonspendable**: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

**Restricted**: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

**Committed**: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

**Assigned**: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

**Unassigned**: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

#### F. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

#### NOTE 2 – CASH

#### **Pooled Funds**

In accordance with Education Code Section 41001, the District maintains all of its cash from the bond proceeds in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

#### MEASURE "I" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

Notes to Financial Statements June 30, 2024

#### NOTE 2 – CASH (continued)

In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2024, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

#### **Fair Value Measurements**

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 – Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that date if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized – Investments in the Ventura County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

			Mat		
				One Year	
		Reported	Less Than	Through	Fair Value
	Rating	Amount	One Year	Five Years	Measurement
Investment maturities:					
Ventura County Investment Pool	N/A	\$ 70,121,806	\$ 70,121,806	\$ -	Uncategorized

#### NOTE 3 – ACCOUNTS RECEIVABLE

The total accounts receivable at June 30, 2024, in the amount of \$1,595,836, represents amounts due from the Ventura County Treasurer for interest earnings for the quarter ended June 30, 2024.

# MEASURE "I" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

Notes to Financial Statements June 30, 2024

#### NOTE 4 – MEASURE "I" GENERAL OBLIGATION BONDS

The District has issued one series from the Measure "I" Election of 2022. The bonds are general obligations of the District. The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest on and principal of the bonds. The County records the collection of taxes and payments of bond principal and interest in a separate fund, which is not reported here. The bonds were issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

Measure "I" Bonds issued and outstanding as of June 30, 2024, are as follows:

Bond	Issue Date	Maturity Date	Interest Rate	Original Issue	Balance, July 1, 2023	Additions	Deductions	Balance, June 30, 2024
Series A	3/30/2023	8/1/2053	4.0 to 5.0%	\$ 76,515,000	\$ 76,515,000	\$ -	\$ -	\$ 76,515,000

The requirements to amortize outstanding Measure "I" general obligation bonds are as follows:

Fiscal Year	Principal	Interest	Total
2024-2025	\$ -	\$ 3,360,356	\$ 3,360,356
2025-2026	930,000	3,337,106	4,267,106
2026-2027	1,480,000	3,276,856	4,756,856
2027-2028	1,765,000	3,195,732	4,960,732
2028-2029	-	3,151,606	3,151,606
2029-2034	1,855,000	15,609,156	17,464,156
2034-2039	5,550,000	14,705,281	20,255,281
2039-2044	11,890,000	12,655,782	24,545,782
2044-2049	20,650,000	9,103,019	29,753,019
2049-2054	32,395,000	3,660,178	36,055,178
Totals	\$ 76,515,000	\$ 72,055,072	\$ 148,570,072

#### NOTE 5 - COMMITMENTS AND CONTINGENCIES

#### **Construction Commitments**

As of June 30, 2024, the District had commitments with respect to unfinished capital projects of approximately \$10.1 million to be paid with Measure "I" funds.

# MEASURE "I" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

Notes to Financial Statements June 30, 2024

#### NOTE 6 - CITIZEN'S OVERSIGHT COMMITTEE

Education Code Section 15282(a) states that the Citizens' Oversight Committee must consist of at least seven members and must be comprised of the following members: one member shall be active in a business organization representing the business community located within the district, one member shall be active in a senior citizens' organization, one member shall be active in a bona fide taxpayers' organization, one member shall be the parent or guardian of a child enrolled in the district, and one member shall be both a parent or guardian of a child enrolled in the district, and one member shall be both a parent or guardian of a child enrolled in the district, such as the Parent Teacher Association or school site council. The Committee has only six members and lacks representation from a member of a business organization. As a result, the committee does not have all the required representation. The District is actively seeking to fill this position.

# Other Independent Auditors' Reports



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#### INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

The Board of Trustees and the Citizens' Bond Oversight Committee Oxnard School District Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure "I" General Obligation Bond Building Fund of Oxnard School District, as of and for the year ended June 30, 2024, and the related notes to the financial statements, and have issued our report thereon dated January 13, 2025.

#### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Oxnard School District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Oxnard School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Oxnard School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Nigo & Nigo, PC

Murrieta, California January 13, 2025



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#### INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

The Board of Trustees and the Citizens' Bond Oversight Committee Oxnard School District Oxnard, California

We have conducted a performance audit of the Oxnard School District (the "District"), Measure "I" General Obligation Bond funds for the fiscal year ended June 30, 2024.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

#### Objectives

Our audit was limited to the objectives listed below which include determining the compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution and Appendix A contained in the 2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting issued by the California Education Audit Appeals Panel. Management is responsible for the District compliance with those requirements.

- The expenditures charged to the Oxnard School District Building Fund (215) are documented.
- Expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure "I".
- Any discrepancies or weaknesses in internal controls are noted and recommendations for improvement are provided.
- The District Board and the Citizens' Bond Oversight Committee are provided with a performance audit report as required under the requirements of the California Constitution and Proposition 39.

#### Scope of the Audit

The scope of our performance audit covered the fiscal period from July 1, 2023 to June 30, 2024. The expenditures tested included all object and project codes associated with the bond projects. Expenditures incurred subsequent to June 30, 2024 were not reviewed or included within the scope of our audit or in this report.

In planning and conducting our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

Jeff Nigro, CPA, CFE | Elizabeth Nigro, CPA | Shannon Bishop, CPA | Peter Glenn, CPA, CFE | Paul J. Kaymark, CPA | Jessica Berry, CPA | Angelika Vartikyan, CPA

MURRIETA OFFICE 25220 Hancock Avenue, Suite 400, Murrieta, CA 92562 • P: (951) 698-8783 • F: (951) 699-1064 WALNUT CREEK OFFICE 2121 N. California Blvd. Suite 290, Walnut Creek, CA 94596 • P: (844) 557-3111 • F: (844) 557-3444 www.nncpas.com • Licensed by the California Board of Accountancy

#### **Procedures Performed**

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2024 for the Measure "I" General Obligation Bond Building Fund. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for expenditures to ensure compliance with the requirements of Proposition 39 and Measure "I" with regards to the approved bond projects list. We performed the following procedures:

To meet our objectives, audit tests were performed and included, but were not limited to the following:

- We verified that bond funds were deposited in the District's name and invested in accordance with applicable legal requirements.
- We tested \$5.6 million (59%) in bond fund invoices paid, which is a combination of expenditures paid in 2023-24 and payments on liabilities accrued as of June 30, 2024 and paid in 2024-25. This includes testing payments for validity, allowability, and accuracy. Expenditures sampled in our test included payments made to subcontractors and other vendors.
- We reviewed the official ballot language as set out in the Measure "I" election documents.
- We selected a sample of expenditures for the fiscal year ended June 30, 2024 and reviewed supporting documentation to ensure that such funds were properly expended on the authorized bond projects.
- We verified that funds from the Building Fund (215) were expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects, and we verified that funds held in the Building Fund were not used for salaries of school administrators or other operating expenses of the District.
- We reviewed documents for projects undertaken during the year to ensure that proper bidding procedures were followed pursuant to Public Contract Code Section 20111.
- We verified that the District did not exceed change order limitations in excess of 10% pursuant to Public Contract Code.

Our audit of compliance made for the purpose set forth in the preceding paragraph would not necessarily disclose all instances of noncompliance.

In our opinion, the District complied with the compliance requirements for the Measure "I" General Obligation Bond proceeds listed and tested above.

This report is intended for the information of the Board of Trustees, management and the Citizens' Bond Oversight Committee; however, this report is a matter of public record.

ligro & Nigro, pe

Murrieta, California January 13, 2025

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

Agenda Section: Section E: Approval of Minutes

### Approval of Minutes (DeGenna)

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

• November 20, 2024 Regular Board 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 November 20, 2024 Regular Meeting (15 pages)

# OXNARD SCHOOL DISTRICT

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



#### **BOARD OF TRUSTEES**

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

#### **ADMINISTRATION**

Anabolena DeGenna, Ed.D. Superintendent Vacant 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, November 20, 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.

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

November 20, 2024

## Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:04 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 Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

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

Giselle Magaña, 8th grade student at Lopez Academy, led the audience in the Pledge of Allegiance.

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

Harmony Martinez, 8th grade student at Lopez Academy, read the district's Mission and Vision Statement in English. Samuel Pacheco, 8th grade student at Lopez Academy, read the district's Mission and Vision Statement in Spanish.

#### A.4. Presentation by Lopez Academy

Genaro Magaña, Principal, Lopez Academy, provided a presentation about Lopez.

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

The agenda was adopted with the following changes:

- Item C.5 <u>Request for Ratification of Out of State Conference Attendance (DeGenna)</u> pulled from the agenda - staff member was unable to attend conference due to family emergency.
- Item C.11 <u>Personnel Actions (Torres/Fuentes)</u> pulled from the agenda.

Motion #24-44 Adoption of Agenda as Amended Mover: Brian Melanephy Seconder: Rose Gonzales Moved To: Adopt Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez Motion Result: Passed

# A.6. Study Session - Report Outlining the Support System and Resources Available to New Teachers (Fox/Cordes)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, introduced Anna

Thomas, Director, School Performance and Student Outcomes, and Allison Cordes, Director, Teaching and Learning, who provided information relative to the supports provided to new teachers in Oxnard School District.

A.7. Closed Session – Public Participation/Comment (Limit three minutes per person per topic) There were no comments.

## A.8. Closed Session

The Board convened to closed session at 5:49 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
  - S.T. v. Oxnard SD, et al., Case #2023-CUOE015904 -

Anticipated Litigation:

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

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

3. Pursuant to Section 48916 of the Education Code the Board will consider student matters

including:

Consider the Request for Readmission • Case No. 23-02 (Action Item) Consider the Request to Expel Student • Case No. 24-02 (Action Item)

- 4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee Appointment
  - Assistant Principals
  - Acting Assistant Superintendent, Human Resources

### A.9. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:15 p.m.

#### A.10. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #24-45 Approval of Request to Readmit Student – Case #23-02 Mover: Brian Melanephy Seconder: MaryAnn Rodriguez Moved To: Approve Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez Motion Result: Passed

Motion #24-46 Approval of Request to Expel Student – Case #24-02 Mover: MaryAnn Rodriguez Seconder: Monica Madrigal Lopez Moved To: Approve Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez Motion Result: Passed

Motion #24-47 Appointment of Alina Silvestre as Assistant Principal Mover: Monica Madrigal Lopez Seconder: MaryAnn Rodriguez Moved To: Appoint Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez Motion Result: Passed

Motion #24-48 Approval of Separation Agreement – Case #11898 Mover: Brian Melanephy Seconder: MaryAnn Rodriguez Moved To: Approve Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez Motion Result: Passed

Motion #24-49 Appointment of Scott Carroll as Acting Assistant Superintendent, Human Resources Mover: MaryAnn Rodriguez Seconder: Monica Madrigal Lopez Moved To: Appoint Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez Motion Result: Passed

A.11. Adoption and Presentation of Resolution #24-07 "National School Psychology Week" (DeGenna/Jefferson)

The Board of Trustees adopted Resolution #24-07 in recognition of National School Psychology Week.

Motion #24-50 Adoption of Resolution #24-07 "National School Psychology Week" Mover: Rose Gonzales Seconder: Monica Madrigal Lopez Moved To: Adopt Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez Motion Result: Passed

## A.12. 2023-2024 Annual Report of the Commission (Torres/Fuentes)

Dr. Adalberto Fuentes, Director, Classified Human Resources, provided information relative to the Personnel Commissions 2023-24 Annual Report.

## Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

## Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #24-51:Approval of Consent Agenda as Amended Mover: MaryAnn Rodriguez Seconder: Brian Melanephy Moved To: Approve as Amended Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez Motion Result: Passed

C.1. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson) For Sarahi Ramirez and Shelby Fry, Speech-Language Pathologists, to attend the American Speech-Language-Hearing Association's (ASHA) 2024 Annual Convention, December 5-7, 2024 in Seattle, WA, in the amount not to exceed \$1,500.00 per attendee, to

be paid from OSSA Funds.

- C.2. Request for Approval of Out of State Conference Attendance (DeGenna/Jefferson) For Giselle Moreno, Armando De La Mora, and Alexa Ramirez-Haro, School Psychologists, to attend the National Association of School Psychologists (NASP) Convention, February 18-22, 2025, in Seattle, WA, in the amount not to exceed \$1,500.00 per attendee, to be paid from OSSA Funds.
- C.3. Enrollment Report (DeGenna) As presented.
- C.4. Ratification of Request for Approval of Out of State Training Attendance (DeGenna) For Rita Galvan, Director of Transportation Services, at the Microbird (Bluebird) plant in Drummondville, Quebec, Canada, September 30, 2024 to October 2, 2024, at no cost to Oxnard School District.
- C.5. Request for Ratification of Out of State Conference Attendance (DeGenna) Item pulled at Adoption of Agenda.
- C.6. Ratification of Change Orders #1 #5 to Agreement #23-229 Eberhard Roofing Project at Sierra Linda School (DeGenna/Miller)
   For additional scope of work and unforeseen conditions for the Roofing Project at Sierra

Linda School, in the amount of \$157,846.71, to be paid out of Deferred Maintenance Funds.

C.7. Approval of Change Order #004 for Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Facilities (DeGenna/Miller/CFW)

To address the requirement to provide a concrete housekeeping pad to support the new electrical switchgear for the new classrooms at the Driffill Elementary School New Transitional Kindergarten Facilities, in the amount of \$3,413.23, to be paid out of Master Construct and Implementation Funds.

- C.8. Approval of Change Order #5 for Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Facilities (DeGenna/Miller/CFW) To provide new fire alarm components and programming for the new classrooms to integrate with the existing schools' fire alarm system, in the amount of \$39,496.36, to be paid out of Master Construct and Implementation Funds.
- C.9. Purchase Order/Draft Payment Report #24-04 (DeGenna/Reyes) As presented.
- C.10. Establishment and Increase of Hours of Positions (Torres/Fuentes)

As presented.

## C.11.Personnel Actions (Torres/Fuentes)

Item pulled at Adoption of Agenda.

# Section C: APPROVAL OF AGREEMENTS

C.12. Approval of Amendment #001 for Agreement #23-100 for Inspector of Record Services with Kenco Construction Services, Inc., for New PS/TK Facilities at Driffill Elementary School (DeGenna/Miller/CFW)

To extend the agreement term to ensure the Inspector of Record Services for the New PS/TK Facilities at Driffill Elementary School continue for the remainder of the project due to an unforeseen construction project duration extension, in the amount of \$52,920.00, to be paid out of Master Construct and Implementation Funds.

C.13. Approval of Amendment #1 to Construction Services Agreement #24-115, Site Lease Agreement #24-166, and Sub Lease Agreement #24-167 with Edwards Construction Group for the Modernization Project at Ritchen Elementary School (DeGenna/Miller/CFW)

For construction services, site lease, and sublease for the Ritchen School Modernization Project, in the amount of \$6,398,235.00, to be paid out of Master Construct and Implementation Funds.

# C.14. Approval of Agreement #24-147 – Heinemann (Fox/Cordes)

To provide Professional Development for leveled literacy intervention coaching to K-5 teachers, November 21, 2024 through June 30, 2025, in the amount of \$4,500.00, to be paid out of Supplemental Concentration Funds.

# C.15. Approval of Agreement #24-151 – Grand Canyon University (Torres/Carroll)

To allow students of GCU to participate in student teaching internships, practicum, and observations at school sites within Oxnard School District, November 21, 2024 through June 30, 2027, at no cost to Oxnard School District.

# C.16. Approval of Agreement #24-152 – California State University, Northridge – Clinical Practicum Program (Torres/Carroll)

To provide graduate training for the Master of Social Work, November 21, 2024 through June 30, 2027, at no cost to Oxnard School District.

# C.17. Approval of Field Contract Agreement #24-153 Falcon Roofing Company (DeGenna/Miller)

To perform Roof Replacement on the Walk-In Freezers at Curren and Driffill Kitchens, November 21, 2024 through December 9, 2024, in the amount of \$22,429.00, to be paid out

of Deferred Maintenance Funds.

## C.18. Approval of Agreement #24-156 – Instructure, Inc. (Fox/Hubbard)

To improve the organization and usability of Canvas courses in the district's K-8 schools, November 21, 2024 through June 30, 2025, in the amount of \$31,350.00, to be paid out of Supplemental Concentration Funds.

## C.19. Approval of Agreement #24-157 – Inlakech Cultural Arts Center (Fox/Ruvalcaba)

To provide two traditional Mexican dance performances: one at Driffill School during the Annual DELAC Convivio on December 17, 2024, and the other on April 3, 2025, at the Ninth Annual Cesar Chavez Awards Ceremony at the Oxnard Performing Arts Center, in the amount of \$1,000.00, to be paid out of Title I Funds.

## C.20. Approval of Agreement #24-158 – Latino Edutainment (Fox/De Los Santos)

To provide Empowerment student assemblies and Parent/Family Empowerment comedy night for students, staff, and families, November 21, 2024 through June 30, 2025, in the amount of \$5,500.00, to be paid out of Middle School Wellness Center Funds (MSWC).

## C.21. Approval of Agreement #24-159 – Challenge Day (Fox/Kemp)

To provide a day-long, interactive program that equips Soria School 7th grade students with the tools to break down barriers, fostering an environment of acceptance, love, and respect, December 9, 2024, in the amount of \$7,050.00, to be paid out of Supplemental Concentration Funds.

## C.22. Approval of Agreement #24-160 – WorldStrides (Fox/Shea)

To provide field trip services and accommodations for a 2-day advocacy overnight field trip for the Superintendent Fellows to Sacramento, California, April 7, 2025 – April 8, 2025, in the amount of \$47,734.00, to be paid out of Expanded Learning Opportunities Program Funds.

## C.23. Approval of Agreement #24-161, UnboundEd Learning (Fox)

To provide a 2-day Summit will help educators develop and deliver GLEAM (grade-level engaging, affirming, and meaningful) instructional practices and classroom experiences, November 21-22, 2024, in the amount of \$35,000.00, to be paid out of Supplemental Concentration Funds.

# C.24. Approval of Agreement #24-163 – California State University Channel Islands (Torres/Carroll)

To assist CSUCI students with the completion of their Master of Science in School Counseling with Pupil Personnel Services (MSPPS) practicum by engaging in field experience and/or student teaching under the supervision of a university supervisor, November 21, 2024 through June 30, 2027, at no cost to Oxnard School District.

- C.25. Approval of Agreement #24-164, Tetra Tech DTSC Compliance Phase 1 PS/TK/K Project at Marina West Elementary School (DeGenna/Miller/CFW) To provide DTSC Phase 1 Environmental Site Assessment for the Marina West PS/TK/K Project, November 27, 2024 through January 26, 2025, in the amount of \$5,900.00, to be paid
- C.26. Approval of Agreement #24-165 -TYR, Inc. Inspector of Record Services (IOR) Marina West Elementary School ECDC Project (DeGenna/Miller/CFW)

To provide Inspector of Record (IOR) Services for the Marina West Elementary School ECDC Project, December 19, 2024 through February 28, 2026, in the amount of \$235,400.00, to be paid out of Master Construct and Implementation Funds.

## C.27. Approval of Agreement #24-168 – STS Education (DeGenna/Miller)

out of Master Construct and Implementation Funds.

To install and provide (25) Ai Phone master stations and (60) door stations with door control at all schools and sites (25 locations), January 1, 2025 through May 31, 2025, in the amount of \$563,797.64, to be paid out of Routine Restricted Maintenance Funds.

# Section C: RATIFICATION OF AGREEMENTS

- C.28. Ratification of Amendment #6 to Agreement #18-01 Pupil Transportation Services for the 2024-2025 School Year with Durham School Services, L.P. (DeGenna/Galván) To provide Transportation Services for fiscal years 2024-2025, July 1, 2024 through June 30, 2025, in the amount of \$5,191,457.34, to be paid out of the General Fund.
  - C.29. Ratification of Amendment #003 to Agreement #21-140 with Kenco Construction Services, Inc. to Provide Additional Inspector of Record (IOR) Services for the Rose Avenue Elementary School Reconstruction (DeGenna/Miller/CFW)

For additional Inspector of Record services through March 31, 2025 for the Rose Avenue Elementary School Reconstruction Project due to the continued delay in securing City Approval for the off-site improvements, in the amount of \$52,920.00, to be paid out of Master Construct and Implementation Funds.

C.30. Ratification of Amendment #1 to Agreement #24-84 – Ventura County Office of Education - Special Education Transportation Services 2024-2025 (DeGenna/Jefferson) To correct an error made in the estimate that was provided by VCOE on their previously approved proposal for transportation services to OSD Special Education students, in the amount of \$210,793.00, to be paid out of Special Education Funds.

# C.31. Ratification of Agreement #24-150, Practi-Cal Inc. (DeGenna/Jefferson)

For providing technical support for the collection and submission of direct service Medi-Cal billing, July 1, 2024 through June 30, 2025, in the amount of \$255,192.00, to be paid

out of LEA Medi-Cal funds.

# C.32. Ratification of Agreement #24-154 – Inclusive Education & Community Partnership (DeGenna/Jefferson)

To provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Department, July 1, 2024 through June 30, 2025, in the amount not to exceed \$50,000.00, to be paid out of Special Education Funds.

## C.33. Ratification of Agreement #24-155 – Foundation for California Community Colleges/California Afterschool Network (Fox/Shea)

To provide professional development and services to support the After School Education and Safety Grant and the Expanded Learning Opportunity Programs in the Oxnard School District, with a focus on capacity building of staff and assisting in updating program plans to include ASES and ELOP requirements, July 1, 2024 through June 30, 2025, in the amount not to exceed \$75,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

# Section D: ACTION ITEMS

# D.1. Ratification of Acting Assistant Superintendent, Human Resources, Employment Agreement (DeGenna)

Dr. Ana DeGenna, Superintendent, recommended the Board's ratification of the employment agreement for Dr. Scott Carroll, Acting Assistant Superintendent, Human Resources, October 16, 2024-June 30, 2025, in the annual amount of \$211,644.00.

Motion #24-52 Ratification of Acting Assistant Superintendent, Human Resources, Employment Agreement Mover: Rose Gonzales Seconder: Monica Madrigal Lopez Moved To: Ratify Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez Motion Result: Passed

## D.2. Approval of Agreement #24-146 – MBDU (Fox/Nocero)

Dr. Jodi Nocero, Director, Pupil Services and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #24-146 with MBDU, to provide cultural and linguistic competence classes to Oxnard School District mental health staff, November 21, 2024 through June 30, 2025, in the amount of \$104,000.00, to be paid out of Mental Health Service Professional Demonstration Grant Funds. Motion #24-53 Approval of Agreement #24-146 with MBDU Mover: Brian Melanephy Seconder: MaryAnn Rodriguez Moved To: Approve Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez Motion Result: Passed

### D.3. Approval of Agreement #24-148 – Rafael Ortiz, LMFT (Fox/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #24-148 with Rafael Ortiz, LMFT, to provide case management for Oxnard School District families and students who are experiencing homelessness, as well as to students in foster care, November 21, 2024 through June 30, 2025, in the amount of \$10,000.00, to be paid out of Learning Communities for School Success Program Grant Funds.

Motion #24-54 Approval of Agreement #24-148 with Rafael Ortiz, LMFT Mover: Rose Gonzales Seconder: Monica Madrigal Lopez Moved To: Approve Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez Motion Result: Passed

## D.4. Approval of Agreement #24-149 – Recovery Starts Now (Fox/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #24-149 with Recovery Starts Now, to provide comprehensive substance use counseling and prevention services to students in grades 6 through 8 across nine campuses within the Oxnard School District, November 21, 2024 through June 30, 2025, in the amount of \$112,000.00, to be paid out of Learning Communities for School Success Program Grant Funds.

Motion #24-55 Approval of Agreement #24-149 - Recovery Starts Now Mover: MaryAnn Rodriguez Seconder: Rose Gonzales Moved To: Approve Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez Motion Result: Passed

# Section E: APPROVAL OF MINUTES

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

The Board approved the minutes of the October 2, 2024 and October 16, 2024 Regular Meetings, as presented.

Motion #24-56 Approval of Minutes - October 2, 2024 and October 16, 2024 Regular Meetings Mover: Brian Melanephy Seconder: Monica Madrigal Lopez Moved To: Approve Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez Motion Result: Passed

## Section F: BOARD POLICIES

## F.1. First Reading - BP/AR 5113 Absences And Excuses (Fox/Nocero)

Dr. Aracely Fox, Assistant Superintendent, Educational Services and Dr. Jodi Nocero, Director of Pupil Services presented the revision to BP/AR 5113 Absences and Excuses for First Reading. The revised policies will be presented for Second Reading and Adoption at the December 18, 2024 Regular Board Meeting.

## F.2. First Reading - BP/AR 5141.21 Administering Medication and Monitoring Health Conditions (Fox/Nocero)

Dr. Aracely Fox, Assistant Superintendent, Educational Services and Dr. Jodi Nocero, Director of Pupil Services presented the revision to BP/AR 5141.21 Administering Medication and Monitoring Health Conditions for First Reading. The revised policies will be presented for Second Reading and Adoption at the December 18, 2024 Regular Board meeting.

## Section G: CONCLUSION

### G.1. Superintendent's Report (3 minutes)

Dr. Ana DeGenna

- Marina West TK/Pre-K/K Groundbreaking 10/29/24
- Superintendent Fellows Meeting 10/30/24
- HHM Halloween Showcase 10/30/24
- Marshall School Kinder Field Trip 10/31/24
- OSD Student Profile
- Rotary Club Meeting 10/22/24
- Oxnard School District Teacher Advisory Committee Meeting 10/24/24
- Shining Star Recognition 11/1/24
- Book Club "The Power of Moments" 11/4/24

- ACSA Statewide Award Lydia Lugo Dominguez 11/15/24
- Boys & Girls Club of Greater Oxnard and Port Hueneme Gala 11/16/24
- CNS Food Distribution 1,872 Meals to OSD McKinney-Vento Families
- Masons Awards Public Schools Appreciation 11/19/24 Mountain Fire
- 11/6/24 thank you to all staff
- Veterans Day 11/12/24
- November Observances

### G.2. Trustees' Announcements (3 minutes each speaker)

## Rose Gonzales

- thank you to Lopez Academy for their presentation, to staff and to the WEB students for attending
- attended Marina West groundbreaking
- attended HHM showcase
- thank you to everyone for their support during Mountain Fire
- attended meal distribution at Fremont during school closure
- thank you to CNS, Facilities and all staff and families for their support and patience during the fire events
- reminder to practice kindness and empathy with one another

## **Brian Melanephy**

- enjoyed attending the Power of Moments Book Club
- reminder to do whatever you can to support people

## Monica Madrigal Lopez

- thank you to Trustee Melanephy for his comments
- thank you to Lopez Academy for attending Board meeting
- thank you to everyone for their work behind the scenes during the fires

## MaryAnn Rodriguez

- reminder to everyone to volunteer when they have time
- November is epilepsy awareness month

## Veronica Robles-Solis

- appreciates presentations by Dr. Fuentes and Ms. Cordes and Mrs. Thomas they show the district is working as a team looks forward to the future congratulations to
- Dr. Carroll looking forward to working together
- reminder to all to be thankful for the positive things.
- congratulations to Lydia Lugo Dominguez

## G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:12 p.m.

Motion to adjourn. Mover: MaryAnn Rodriguez Seconder: Monica Madrigal Lopez Moved To: Adjourn Ayes: 5 - Veronica Robles-Solis, Monica Madrigal Lopez, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez Motion Result: Passed

Ana DeGenna, Ed.D.

District Superintendent and Secretary to the Board of Trustees

By our signature below, given on this 5th day of February, 2025, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of November 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

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

Agenda Section: Section G: Conclusion

### Superintendent's Report (3 minutes)

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

**FISCAL IMPACT:** N/A

### **RECOMMENDATION:**

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

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

Agenda Section: Section G: Conclusion

## Trustees' Announcements (3 minutes each speaker)

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

FISCAL IMPACT: N/A

**RECOMMENDATION:** N/A

Name of Contributor: Dr. Anabolena DeGenna

**Date of Meeting:** February 05, 2025

Agenda Section: Section G: Conclusion

## ADJOURNMENT

Moved: Seconded: Vote:

ROLL CALL VOTE:

Salas \_\_\_\_, Gonzales \_\_\_\_, Madrigal Lopez \_\_\_\_, Melanephy \_\_\_\_, 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, January 31, 2025.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** N/A